

BRIDGE AND ROOF CO. (INDIA) LIMITED

KANKARIA CENTRE (4TH & 5TH FLOOR)
2/1, RUSSEL STREET,
KOLKATA - 700071

**NOTICE INVITING e-TENDER (e-NIT) NO. B AND R/HO/SMPK/61038/SAMRT-
LIGHTING/WORK/NIT/CW/01**

BIDDING DOCUMENT

FOR

**DESIGN, ENGINEERING, MANUFACTURING, PROCUREMENT & SUPPLY,
INSTALLATION, TESTING & COMMISSIONING OF REPLACEMENT OF ALL
OUTDOOR TYPE CONVENTIONAL LUMINARIES WITH ENERGY EFFICIENT
LED LUMINARIES AND WEB ENABLED SMART CONTROL OF LED
LUMINARIES AT NETAJI SUBHAS DOCK, KOLKATA, WEST BENGAL.**



**BRIDGE AND ROOF CO. (INDIA) LIMITED
KANKARIA CENTRE (5TH FLOOR)
2/1, RUSSEL STREET,
KOLKATA - 700071**

Document Fee: Rs. 10,000.00 + GST @18% (Non-Refundable)

MASTER INDEX

Name of work: Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.

e-NIT Document No: B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

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NAME OF WORK.: Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.

Notice Inviting e-Tender (e-NIT) No.: B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

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BRIDGE AND ROOF CO. (INDIA) LTD.
“KANKARIA CENTRE” (4TH & 5TH FLOOR),
2/1, RUSSEL STREET,
KOLKATA-700071

INVITATION FOR NOTICE INVITING e-TENDER (e-NIT)

ANNEXURE - A

Notice Inviting e-Tender (e-NIT) No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

Online **Single Percentage Rate Bid(s)** in Two Part Bid System are invited from Reputed, Resourceful and Experienced Parties meeting prescribed Qualifying Criteria for **“Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.”**

Interested Bidder(s) have to enroll & register with the Government e-Procurement System and download the tender document through logging on to <https://eprocure.gov.in/eprocure/app>.

Last Date of submission of Bid: 03.10.2023 upto 17:30 Hours.

All Corrigendum / Addendum, if any, shall be hosted in Company's website: <https://www.bridgeroof.co.in> as well as CPP Portal: <https://eprocure.gov.in/eprocure/app>.

BRIDGE AND ROOF CO. (INDIA) LIMITED
Kankaria Centre (4th & 5th Floor), 2/1, Russel Street, Kolkata – 700 071
CIN No. : U27310WB1920GOI003601

Notice Inviting e-Tender (e-NIT) No.: B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

Online **Single Percentage Rate bid(s)** are invited by B AND R from Reputed, Resourceful and Experienced Parties meeting prescribed Qualifying Criteria for “**Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.**”

The Bidder(s) shall submit the documents for any or all the following work:-

TABLE-1

Name of Work and Location	Assessed Value put to Tender (Rs. in Crore) (Approx.)	Cost of Tender Document (Non Refundable)	Earnest Money Deposit (EMD)	Time of Completion	Tender Inviting Authority (TIA)
(1)	(2)	(3)	(4)	(5)	(6)
Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.	Rs. 7.00 Cr.	<u>Rs. 10,000.00 + GST @18% = Rs. 11,800.00 (Rupees Eleven Thousand and Eight Hundred only)</u> in the form of Demand Draft (DD) / Pay order / Banker's Cheque from any Scheduled Bank in favour of "Bridge And Roof Co.(India) Ltd." payable at Kolkata. <u>(No A/c Payee Cheque shall be considered)</u>	2% of Estimated Value put to Tender i.e. Rs. 14.00 Lakhs (Rupees Fourteen Lakhs only) and shall be submitted by Bidder(s) along with their offer in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months / Term Deposit Receipt valid for minimum 45 days beyond the validity of bid from any Scheduled Bank pledged in favour of "Bridge and Roof Co. (India) Ltd" along with Offer. <u>[No A/c Payee Cheque shall be Considered]</u> .	10 (Ten) Months	General Manager (Commercial) Bridge And Roof Co.(India) Ltd., Kankaria Centre (5th Floor), 2/1, Russel Street, Kolkata – 700071

Cost of Tender Document & EMD prescribed above shall be submitted along with Techno-Commercial Part of offer in Original.

3. CRITICAL DATE SHEET:

Dates & Time For:-	Dates and Time
Bid Document Publishing Date	: 11.09.2023
Bid Document Download Start Date	: 11.09.2023
Bid Document Submission Start Date	: 23.09.2023
Date and Time of Pre-bid Meeting	: 22.09.2023 at 15:30 Hrs.
Place of Pre Bid Meeting	: Bridge and Roof Co(l) Ltd Kankaria Centre (5th Floor), 2/1, Russel Street, Kolkata – 700 071 Bidder should send their queries at least one day in advance.
Bid Document Submission End Date	: 03.10.2023 at 17:30 Hrs.
Last date of submitting Tender Fee, EMD and physical documents as specified in Tender Document.	: 04.10.2023 at 11:00 Hrs. <i>Positively</i>
Date of Opening of Technical Bid Document	: 04.10.2023 at 17:30 Hrs. through CPP Portal (ON-LINE) System
Date Original Document Verification	: shall be intimated after opening of Tender to Initial Short-Listed Bidder(s), if required
Date of Opening of Financial Bid Document	: Shall be intimated to Techno-Commercially Recommended Bidder(s) only through CPP Portal System.

GENERAL GUIDANCE:-

1. Tender documents consisting of Pre-Qualification Criteria and the set of Techno-Commercial Terms & Conditions of Contract, Technical Specification, Drawings and other necessary Documents may be downloaded from the website <https://eprocure.gov.in/eprocure/app>.
2. Bids must be accompanied by cost of Tender Document (Non-Refundable) as mentioned in Table-1, in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque in favour of Bridge And Roof Co. (India) Limited issued by a Scheduled Bank payable at Kolkata.

Bank Guarantee (BG) in lieu of Earnest Money Deposit (EMD), Security Cum Performance Bank Guarantee (SPBG), Additional Performance Security (if any), Mobilization Advance (if any), Secured Advance (if any) shall be issued by a Scheduled Bank in favour of Bridge And Roof Co. (India) Limited.
3. Checklist is to be duly filled in.
4. Price Bid shall be opened for the Techno-Commercially Recommended / Qualified bidder(s) only through CPP Portal. Bidder(s) shall submit Percentage Price (to be quoted as "above/ below/ at par" in percentage) in the allotted space of the Price Bid format. Quoted price shall be inclusive of all but excluding GST.
5. If any of the intending bidders wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of Bid Submission.
6. B AND R reserves right to cancel the bid without assigning any reason thereof.
7. Instructions / Guidelines for tenders for electronic submission of the tenders have been annexed for assigning the agencies to participate in e-Tendering.
8. Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://eprocure.gov.in/eprocure/app>. The agency has to click on the link for e- Tendering site as given on the web portal.
9. **Each Tenderer is required to obtain DSC (Enlisted Class- III) for submission of online e-tendering from any Certifying Authorities (CAs) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount , details are available at the Website www.cca.gov.in.**
10. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Tenderer' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> before proceeding with the tender.

NOTE : All corrigendum, addenda, amendments and clarifications to this Tender will be hosted in Company's Website & CPP Portal and not in the newspaper. Bidder shall keep themselves updated with all such amendments.

QUALIFYING CRITERIA

Notice Inviting e-Tender (e-NIT) No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

Bridge And Roof Co. (India) Ltd., Kolkata as Executing Agency of **M/s. Syama Prasad Mookerjee Port Kolkata (SMPK)** for this Project, invites offers from Capable and Competent Agencies to carry out the works mentioned below:

“Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.”

Interested Reputed, Resourceful & Experienced Parties having adequate proven experience in similar type of work may download the Tender along with Qualifying Criteria from Company's website: <http://www.bridgeroof.co.in> & <https://eprocure.gov.in/eprocure/app>.

The Company (B AND R) reserves the right to reject any or all offer(s) or cancel the notice at their sole discretion without assigning any reason, whatsoever thereof, which shall be final & binding upon the Bidders.

I. QUALIFICATION CRITERIA FOR PARTICIPATION IN TENDER :-

Experience should be in the name of the bidding Company and not in Subsidiary / Associate Company / Group Company etc.

- A.** The bidder should have successfully completed **“Similar Works”** of the value during the last **07(Seven) years** ending on the last date of month previous to the one in which tender is invited, not less than the followings:
- i. **01 (One) Similar** completed work costing not less than the amount equal to **Rs. 5.60 Cr.**
OR,
 - ii. **02 (Two) Similar** completed work each costing not less than the amount equal to **Rs. 4.20 Cr.**
OR,
 - iii. **03 (Three) Similar** completed work each costing not less than the amount equal to **Rs. 2.80 Cr.**

Note: “Similar Work” shall mean a Project comprising Supply, Installation & Commissioning of Web enabled smart control of LED luminaries in all respect under one Agreement / Contract.

Manufacturer(s) who have supplied web enabled smart control energy efficient LED luminaries of the values as mentioned above in any Central Govt. / State Govt. / UTs / PSUs / Autonomous bodies etc. may also can participate, provided supplier have to make MOU/Letter of Undertaking with the installation agency who have adequate experience in installation & commissioning of Web enabled smart control of LED luminaries subject to fulfillment of PQ Criteria mentioned above [A(i / ii / iii)] for supply only. Relevant Documents regarding installation & commissioning of Web enabled smart control of LED luminaries of Installation agency to be submitted.

Notarized copy of **Completion Certificate** mentioning executed value of work & date of completion along with corresponding LOI/WO duly certified by clients from an officer not below the rank of EE or equivalent, substantiating the above-mentioned criterion under Sl. No. A as well as value of work to be submitted.

In case the Bidder is executing a Project, then Client / Owner has issued Completion Certificate in respect of a part of work, **(more than 90% of the value of work has been completed)** which meets the eligibility criteria, the same shall be considered while evaluating the Technical Bid.

In case the work experience is of Private Sector, the completion certificate shall be supported with copies of letter of award and copies of corresponding TDS Certificates along with the copy of relevant certified invoice. Value of work will be considered equivalent to the amount of TDS Certificates duly Notarized.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of offers for Tenders.

- B. Average Annual Financial Turnover** during the last 03 (Three) years ending **31.03.2022** should not be less than **the amount equal to Rs. 2.10 Cr.**

The value of annual turnover shall be brought to current costing level by enhancing the actual turnover figures at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for Tenders.

Copy of Audited Balance Sheet(s) along with Turnover Certificate duly signed by Chartered Accountant with his / her Seal, Signature & Registration Number for last 03 (Three) financial years ending **31.03.2022** to be submitted. The year in which no Turnover is shown, would also be considered for working out the average. **Turnover should be of the Bidding Company and not for Subsidiary / Associate Company / Group Company etc.**

- C.** The Bidder should not have incurred any loss (**Profit after Tax should be Positive**) **in more than two years during the last five years ending 31st March, 2022. Net Worth of the Company / Firm as on 31st March 2022 should be positive.** Net Worth Certificate for F.Y.: 2021-22 should be submitted duly certified by Chartered Accountant with his / her Seal, Signature & Registration Number.
- D.** Bidder has to submit **Bank Solvency Certificate** not less than **the amount equal to Rs. 2.80 Cr. The Solvency certificate being not more than 3 months old from the last date of bid submission.**
OR,
Net-worth certificate of **Rs. 7.00 Lakhs** issued by certified Chartered Accountant with UDIN
- E.** The bidder should have adequate Engineers in his Company's roll and the bidder should also have own / lease / hiring arrangement for plant and machineries for execution of the work.
- F.** The bidder should have PAN, GST Registration and Current Income Tax Deposition Document.
- G.** The bidder should be able to abide by and handle statutory requirements related to Labour License, PF & ESI Registration Certificate during tenure of construction activities.
- H.** Bidder(s) should not have been black-listed by any Central / State Govt. / Autonomous Body / PSU in last five years from the original last date of bid submission. Bidder shall submit duly Notarized Affidavit to this effect as per Format **(Form – F)**.
- I.** Constitutional Status i.e. to specify whether Proprietary or Partnership Firm etc. with Documentary Evidence.
- J.** Bidder(s) have to submit copy of valid Electrical License or Bidder must associate himself with Agencies for Electrical Work having valid Electrical License. Therefore Bidder has to submit Willingness Certificate as per specified format from Associating Electrical Agency along with valid Electrical License.
- K.** Bidder(s) should have submitted copy of Latest Filed Monthly / Quarterly GSTR-3B Return as **GST Clearance Certificate.**
- L.** Direct or Indirect Joint Venture(s) / Consortium / Special Purpose Vehicle (SPV) / Special Purpose Entity (SPE) are not permitted to participate.
- M.** **BID CAPACITY :**

Bidders who meet the minimum Qualification Criteria will be qualified only if their available bid capacity of work is **equal to more than the total bid value put to tender.**

The Bidder who fulfills the following requirements and having bidding capacity as per the following formula, shall be eligible to apply. **Consortium / Joint ventures are not accepted.**

$$\text{Bidding Capacity} = [\{ A \times N \times 1.5 \} - B]$$

Where,

A = Maximum turnover in construction works executed in any one year during **the last 05 (Five) years** taking into

account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum. Provisional / Un-Audited Balance Sheet shall not be considered.

N = Number of years prescribed for completion of work for which bids has been invited. [**N=1**]

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

N. Bidder(s) (Private Limited / Limited Company) should submit the Copy of Screenshot of MCA Portal showing 'Active' Status. Bidder(s) (other than Private Limited / Limited Company) should not submit the Copy of Screenshot of MCA Portal showing 'Active' Status.

• **Note for clause I.A. above :**

- i. If the qualifying work is completed in the seven (7) year period specified above, even if it has been started earlier, the same will also be considered as meeting the qualifying requirements.
- ii. The one (1) year period means any continuous 12 months period. However, for concurrent works the same 12 months period shall be considered.
- iii. The word "executed" means the bidder should have achieved the criteria specified in the above QR even if the total contract is not closed i.e. under execution and provided the works is not terminated by the client.

❖ **The bidder is liable to be disqualified, even though they meet the Qualifying Criteria, if they.**

- a. **Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or**
- b. **Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion attributable to the Contractor, litigation history with B AND R / Client, or financial failures etc.; and/or**
- c. **Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.**
- d. **Indulged in unlawful & corrupt means in obtaining bids.**
- e. **Been black listed / cancelled their registrations by the Competent Authority (i.e. Any Govt. Dept. / PSU / Semi Govt. / Local Govt. bodies etc.).**
- f. **If Bidder or any of Constituent Partner had been debarred to participate in Tender by Client i.e. SMPK / B AND R during the last 05 (Five) years prior to the date of this NIT, such debarment will be considered as disqualification towards eligibility. A Declaration in this respect has to be furnished by the Bidder as per prescribed format (Form – F) without which the Technical bid shall be treated as Non-Responsive. Technical Bid shall be treated as Non-Responsive if anything adverse has come to the Notice of the Tender Inviting Authority against Firm / Agency / Bidder so far as his performance within the jurisdiction of this company.**
- g. **If the tenderer deliberately gives wrong information / submit fake, false, fabricated, forged documents in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the Contract if awarded and forfeit the Earnest Money / Retention Money / any other money due and to keep under black list / holiday list for 02 years.**

This being a composite tender, the Bidder must associate with himself agencies otherwise eligible to tender for other components individually including specialized services for which an Affidavit / Undertaking as per format enclosed should be submitted along with the Technical Bid.

The Contractor/Firm will indemnify B AND R and SMPK, as the case may be, against all penal action that may be levied/effectuated by any concerned authority for default in any Labour Regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any,

and will pay the legal charges/dues directly to the Concerned Authority. An undertaking in this regard is required to be submitted by applicants along with prequalification.

II. **DETAILS TO BE FURNISHED WITH TENDER APPLICATION / OFFER :**

The bidders are requested to furnish the following details seriatim as under.

1. Details of Information to be furnished by the Bidder : Annexure – E
2. Letter of submission : Annexure : F
3. Power of Attorney in favour of the person signing the TENDER
4. Letter of Transmittal : Annexure : H
5. Process Compliance Form : Annexure – J
6. Financial Information (Form-A)
7. Solvency Certificate from a Scheduled Bank (Form-B)
8. Details of Similar nature of works (Form-C1) and Project under Execution or Awarded (Form-C2)
9. Performance Report of Works (Form-D)
10. Structure & Organization (Form-E)
11. Affidavit by the Bidder (Form-F) on non-judicial stamp paper of appropriate value duly notarized
12. Affidavit by the Bidder (Form-G) on Bidder's Letter Head
13. Willingness Certificate of Electrical Agency (Form-H)
14. List of Technical Manpower in Company's roll (Form-I)
15. List of Tools & Plants owned by the Company. (Form-J)
16. Information on Litigation History, Liquidated Damages, Disqualification etc (Form-K)
17. Declaration confirming Knowledge about Site Conditions (Form-L)
18. Laboratory Equipments (Form-M)
19. Compliance to Bid Requirement (Form-N)
20. Integrity Pact (Annexure -K)
21. Exhibits – EA to EK
22. Documentary evidence of Permanent Account No. (PAN) with Income Tax Department.
23. Documentary evidence of GST Registration with the concerned department and copy of Latest Filed Monthly / Quarterly GSTR-3B Return.
24. Documentary Evidence of P.F., ESI and Labour License with the Concerned Department. **(if not registered with Concerned Department Documentary Evidence (s), Successful Bidder must take Registration within one month from the date of Award and in this regard bidder has to submit an undertaking in their Letter Head along with their offer or the same).**
25. Documentary Evidence of **Screenshot of MCA Portal showing 'Active' Status of Bidder (for Private Limited / Limited Company).**
26. Format for Input Tax Credit as per **Annexure - N**
27. Bidder(s) have to submit copy of valid Electrical License or, Bidder must associate himself with Agencies for Electrical Work having valid Electrical License. Therefore Bidder has to submit Willingness Certificate as per

specified format from Associating Electrical Agency along with valid Electrical License.

28. Constitution and legal status along with attested copies of Deeds / Articles and Memorandum of Association etc. as applicable.
29. Documents pertaining to Qualifying Criteria furnished in **Annexure–B** of the Tender and Detail of information to be furnished by the bidder as per prescribed format.

By submitting the offer, the bidder authorizes B AND R to seek verification on the information supplied and related matters.

1. Bidders shall, on request, provide any necessary authority and assistance to enable relevant enquiries to be carried out.
2. After submission of their offer, bidder must notify B AND R promptly, if there is any:
 - Substantial change in their financial or technical capacity.
 - Change in their business (such as Company name, address)
 - Change of ownership or holding, including any transfer of key personnel.
 - Any other significant change in information provided in the application.
3. **The bidder must provide any further details required for the review upon request from B AND R. Failure to comply with any request by B AND R for such information will result in rejection of their offer.**
4. B AND R may, in its absolute discretion suspend or disqualify an agency/agencies who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.
5. B AND R will not be liable for any loss or damages incurred by the agency/agencies in the above exercise.
6. B AND R reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered into with the B AND R.

**SRI M. TEWARI
DGM(COMMERCIAL)-II
COMMERCIAL DEPARTMENT
BRIDGE AND ROOF CO (I) LTD.**

INSTRUCTIONS TO BIDDERS (ITB)**WORK DESCRIPTION:**

“Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.”

1. Online Single Percentage Bid(s) are invited by B AND R in **Two Part Four Cover System** from Resourceful & Capable Tenderer(s) fulfilling the Qualifying Criteria furnished in Annexure – A of the e-NIT by Bridge and Roof Co. (I) Ltd. (B AND R) on behalf of the National Education Society for Tribal Student (SMPK), Ministry of Tribal Affairs, Government of India, for the **“Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.”**

[Technical (Cover- I, II & III) and Financial (Cover-IV)] before the Prescribed Date & Time in e-NIT using the valid Digital Signature Certificate (DSC) obtained from the Authorized Agencies of NIC.

- 1.2 e-Tendering mode of Bid submission will be followed wholly for this Bid. Wherever manual mode of Bid submission is stipulated in this Bid Document, the e-tendering mode shall supersede all such stipulations.
2. Contract / Agreement shall be drawn with the Successful Tenderer on Prescribed Form. Tenderer shall quote his rates (in % or item rate whichever is applicable) as per various terms and conditions of the tender document, which will form part of the agreement / contract.
3. The time allowed for carrying out the work will be **10 (Ten) months** to be reckoned from the date of issue of letter of intent by B AND R or from the date of handing over of site by B AND R to the contractor, whichever is later, in accordance with the phasing, if any, indicated in the Tender Document.

Tender documents consisting of Pre-Qualification Criteria and the set of Techno-Commercial Terms & Conditions of Contract, Technical Specification, Drawings and other necessary Documents may be downloaded from the website <https://eprocure.gov.in/eprocure/app>. The Bidder(s) must have submitted cost of Tender documents as mentioned in Sl. No. 3.1 below alongwith their Offer. If the cost of Tender document is not submitted, their offer is liable to be rejected.

- 3.1 The Bidder(s) must submit cost of Tender Document (Non-Refundable) of **Rs. 10,000.00 + GST @18% = Rs. 11,800.00 (Rupees Eleven Thousand and Eight Hundred only)** in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque in favour of Bridge And Roof Co. (India) Limited issued by a Scheduled Bank payable at Kolkata. **[No A/c Payee Cheque shall be Considered].**

Earnest Money Deposit (EMD) :

Rs. 14.00 Lakhs (Rupees Fourteen Lakhs only) shall be submitted by Bidder(s) alongwith their offer in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months / Term Deposit Receipt valid for minimum 45 days beyond the validity of bid issued by a Scheduled Bank pledged in favour of “Bridge and Roof Co. (India) Ltd” along with Offer. **[No A/c Payee Cheque shall be Considered].**

EMD amount in the form of BG / Term Deposit submitted by Successful Bidder(s) shall be retained till submission of valid BG / Term Deposit towards Performance Guarantee and the same shall be released thereafter. EMD amount in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque submitted by Successful Bidder(s) will be treated as a part of Security Deposit / Retention Money and the deduction towards the Security Deposit / Retention Money will be started after adjustment of EMD amount against value of work done in R/A bills. EMD amount of **Un-Successful Bidder(s)** shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Contract. However, EMD amount of **Un-Successful Bidder(s) during First Stage i.e. Technical Evaluation etc.** should be returned within 30 days of declaration of result of First Stage i.e. Technical Evaluation. No interest will be payable on Earnest Money Deposit.

Since, the tender is a Works Contract, benefits (i.e. Exemption of Tender Fee & EMD) to Indian Micro & Small Enterprises (MSEs) Units registered with DIC / NSIC / KVIC / KVIB / Directorate of Handicraft and Handloom etc., under Provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments shall not be applicable.

No exemption for submission of Tender Fee & EMD shall be entertained for MSME parties **Therefore, MSME registered parties have to submit Tender Fee & EMD as specified in Tender alongwith their offer.**

3.2 Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> in Two Part Four Cover System in the following manner:-

Part-I: Containing one Copy each of following documents:

Cover - I Bidder should submit the **Tender Fee, EMD, Letter of Submission (in Company's letter head); Detail of information to be furnished by the bidder and Power of Attorney in favour of the person who has signed the bid on stamp paper of Appropriate value, as prescribed)** in Technical Cover as specified in the tender. In case, the offer is signed by Managing Director / Partner / Proprietor himself, Power of Attorney is not required. It is mandatory to mention on Letter Head that the offer is duly signed & stamped by CMD / Partner / Proprietor The original should be posted / couriered / given in person to the Tender Inviting Authority, within specified date and time for the tender. Scanned copy of the document should be uploaded as part of the offer. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

Cover - II **All Exhibits – EA to EK, ALL other Documents mentioned in Part – II.**

Documents pertaining to Qualifying Criteria furnished in Annexure – B of the e-NIT.

Cover - III Signed & Stamped e-NIT, ITB, GCC, SCC, Technical Sec, i.e. complete NIT documents as a token of acceptance along with all other submittals as prescribed in the Bidding document.

Part- II:

Financial (Cover- IV) The Financial Bid format is provided in a **spread sheet file like BoQ_xxxx.xls**, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid / BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender. The bidder should complete entry of the price bid then click on the 'validate' button to perform preliminary check of entry. The excel sheet should be saved after completing the entry.

Tenderers should quote as "Above / Below / At Par (0%) in Single Percentage on Total Amount basis as per the Price Bid Format in the allotted space only.

While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

Unless otherwise specified, techno-commercial bids will be opened the next working day at **15-00 hrs** after latest due date of submission of offer.

Price Bids of those Bidders who will be Techno- commercially qualified for the subject job on the basis of evaluation of techno commercial bids, will be opened on specified date. The date & time to open the Financial bid (Cover-IV) shall be intimated through system to the qualified bidders only.

Telegraphic or Fax or Email offers shall not be accepted under any circumstances.

Bidder should submit the following documents along with Technical Part duly filled, stamped & signed in Hard Copy on or before 04.10.2023 up to 11:00 Hrs. Positively at our Kolkata Office addressed to General Manager(Commercial), Bridge And Roof Co. (India) Ltd., Kankaria Centre (4th & 5th Floor), 2/1, Russel Street, Kolkata – 700071.

- i. **Tender Fee: Rs. 10,000.00 + GST @18% = Rs. 11,800.00 (Rupees Eleven Thousand and Eight Hundred only)** in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque in favour of Bridge and Roof Co. (India) Limited issued by a Scheduled Bank payable at Kolkata. **[No A/c Payee Cheque shall be Considered]**.
- ii. **EMD : Rs. 14.00 Lakhs (Rupees Fourteen Lakhs only)** in the form of Demand Draft (D.D.) / Pay Order / Banker's Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months / Term Deposit Receipt valid for minimum 45 days beyond the validity of bid issued by a Scheduled Bank pledged in favour of "Bridge and Roof Co. (India) Ltd" along with Offer. **[No A/c Payee Cheque shall be Considered]**.
- iii. Details of Information to be furnished by the Bidder in Bidder's Letter Head : Annexure – E
- iv. Letter of submission in Bidder's Letter Head : Annexure : F
- v. Power of Attorney in favour of the person signing the e-NIT
- vi. Letter of Transmittal : Annexure : H
- vii. Process Compliance Form : Annexure – J
- viii. Financial Information (Form-A)
- ix. Banker's Certificate from a scheduled Bank (Form-B)
- x. Details of Eligible Similar nature of works (Form-C1) and Project under Execution or Awarded (Form-C2)
- xi. Performance Report of Works (Form-D)
- xii. Structure & Organization (Form-E)
- xiii. Affidavit by the Bidder (Form-F) on non-judicial stamp paper of appropriate value duly notarized
- xiv. Affidavit by the Bidder (Form-G) on Bidder's Letter Head
- xv. Willingness Certificate of Electrical Agency (Form – H)
- xvi. List of Technical Manpower in Company's roll (Form-I)
- xvii. List of Tools & Plants owned by the Company. (Form-J)
- xviii. Information on litigation history, liquidated damages, disqualification etc (Form-K)
- xix. Declaration confirming knowledge about Site Conditions (Form-L)

- xx. Laboratory Equipments (Form-M)
- xxi. Compliance to Bid Requirement (Form – N)
- xxii. Integrity Pact (Annexure - K)
- xxiii. Documentary evidence of Permanent Account No. (PAN) with Income Tax Department.
- xxiv. Documentary evidence of GST registration and copy of Latest Filed Monthly / Quarterly GSTR-3B Return.
- xxv. Documentary evidence of P.F., ESI & Labour Licence with the concerned department. However, in case the bidder does not have ESI & PF Registration, he should submit a declaration on Company's Letter Head that he will get registered his firm / company under ESI & PF Authority on award of the job but before issuance of Work Order & release of payment whichever is earlier.
- xxvi. Documentary Evidence or Copy of **Screenshot of MCA Portal showing 'Active' Status of Bidder (for Private Limited / Limited Company).**
- xxvii. Format for Input Tax Credit as per Annexure – N
- xxviii. Constitution and legal status along with attested copies of Deeds/Articles and Memorandum of Association etc. as applicable.
- xxix. Name(s) of the Owner/Partners/Promoters and Directors of the Firm/Company.
- xxx. Documents pertaining to Qualifying Criteria furnished in Annexure–B of the TENDER.
- xxxi. All Exhibit (s) i.e. Exhibit – EA to EK

- Due date of submission shall be written on all the covers / envelopes of the TENDER application / bid without fail.
- Application / Bids received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained.
- Telegraphic or Fax or Email offers shall not be accepted under any circumstances.
- B AND R may, in its absolute discretion suspend or disqualify a Bidder / Bidders who, at any time, is considered to have breached any of the qualification conditions or has performed in an unsatisfactory manner without assigning any reason whatsoever.
- The right to reject any or all offer(s) or split up the total requirement and award the contract to one or to more than one bidder if considered necessary or to cancel the bid rests with B AND R.

3.3. **Due date for submission of offer is 03.10.2023 up to 17.30 HR.**

3.4 **Intending bidder(s) may send their queries, if any, through e-mail (commercial@bridgeroof.co.in) on or before 20.09.2023 by 11:00 hrs. positively for Clarification.**

4. The successful Bidder shall be required to deposit an amount equal to **5% (Five percent)** of the contract value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any Nationalized / Scheduled Bank in accordance with the form prescribed, within Thirty (30) days from issue of Letter of Intent. In case of failure to submit the Performance Guarantee as mentioned above, the EMD submitted by the Contractor shall be forfeited and their LOI shall be cancelled.

5. **SITE VISIT:**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders about the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read these instructions and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors

having a bearing on the execution of the work.

The Officer inviting e-NIT tender / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question; provided the questions are raised at least 7(days) before the due date of submission of e-NIT application.

Bidder may visit the Site with intimation to B AND R prior to submission of their bid. Bidder should also submit the “Declaration confirming Knowledge about Site Conditions” as per Form-L duly signed by the Bidder along with the offer.

Prior to submission of offer, the interested Parties should visit Project Site after hosting / uploading of Tender in CPP Portal. Bidder should allow to visit the site on 19.09.2023 subject to submission of request. Thereafter, No bidder shall be allowed for Site Visit or no request shall be entertained. Prospective Bidder(s) may contact and report to :

For SMPK (Port Trust) Site Visit, Concerned Authorized Persons for B and R are (1) Shri Subhasis Ganguly (Deputy Construction Manager), Mobile No.7001349177 .

It is in the interest of the Bidder(s) to participate in the site visit to have an overall idea of the project site.

6. *The Bidders are subject to be disqualified if they have:*

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.
- d. Indulged in unlawful & corrupt means in obtaining bids.
- e. Been black listed / cancelled their registrations by the Competent Authority (i.e. Any Govt. Dept. / PSU / Semi Govt. / Local Govt. bodies etc.).
- f. If Bidder or any of Constituent Partner had been debarred to participate in Tender by Client i.e. SMPK / B AND R during the last 05 (Five) years prior to the date of this NIT, such debarment will be considered as disqualification towards eligibility. A Declaration in this respect has to be furnished by the Bidder as per prescribed format (Form – F) without which the Technical bid shall be treated as Non-Responsive. Technical Bid shall be treated as Non-Responsive if anything adverse has come to the Notice of the Tender Inviting Authority against Firm / Agency / Bidder so far as his performance within the jurisdiction of this company.
- g. If the tenderer deliberately gives wrong information / submit fake, false, fabricated, forged documents in his tender, B AND R reserves the right to reject such tender at any stage or to cancel the Contract if awarded and forfeit the Earnest Money / Retention Money / any other money due and to keep under black list / holiday list for 02 years.

7. GENERAL INSTRUCTIONS :

The description of the work is as mentioned under Invitation for Tender.

- a. The e-NIT / Tender hosted / uploaded by the Bid Inviting Officer may consist of PQ Criteria, Techno-commercial terms & Conditions of contract, Technical Specification and other necessary Documents etc. Bidder may download these documents and take out the print for detail study. The bidder is required to download all the documents including Techno-commercial Terms & Conditions. It is assumed that while participating in the bid, the bidder has referred to all documents uploaded by the Officer Inviting the Tender. Seeking any revision of documents or backing out of the bid claiming for not having referred to any or all documents provided in the eNIT / Tender document by the Officer Inviting Tender will be construed as plea to disrupt the bidding process and in such cases the EMD & retention amount shall be forfeited.

- b. The bidder is expected to examine carefully all instructions, conditions of contract, Schedule, forms, Annexes etc in the NIT / Tender document. Failure to comply with the requirements of NIT / Tender document shall be at the bidder's own risk.
 - c. B AND R reserves the right to reject any or all the bids or to cancel the NIT without assigning any reasons whatsoever. Tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be liable for rejection.
 - d. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection and EMD submitted by bidder will be forfeited.
 - e. The Bidder shall not be permitted to tender for works in B AND R (responsible for award and execution of contracts) and SMPK Authority in which his near relative is posted as Accountant or as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the SMPK Authority and B AND R. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of B AND R / SMPK Authority.
 - f. The tender for the works shall remain open for acceptance for a period of **(90) Ninety days** from the date of opening of techno-commercial part of tenders. If any tenderer withdraws his tender before the said period or issue of letter of intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender or his rates (Quoted or Agreed) which are not acceptable to the B AND R, then **B AND R shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.**
 - g. These Instructions to Bidders shall form a part of the contract document. The successful tenderer / Contractor, on issue of Letter of Intent of work by the Accepting Authority, shall, within **90 (Ninety) days** from the date of LOI but in any case before submitting the first bill for payment, sign the contract consisting of:
 - h. The Instructions to Bidders, Tender document including Schedule of Quantities, Contract clauses, Special conditions, Technical Specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto:
 - i. The B AND R's safety code shall be applicable for this work.
 - j. **Total work shall be awarded to one bidder on L1 Basis and Scope of Work shall not be split.**
8. On acceptance of the tender by the Competent Authority, Letter of Intent of work will be issued by B AND R on behalf of the SMPK.
9. **INTEGRITY PACT**: The Successful Bidder / Contractor is required to enter into an Integrity Pact with the Employer, in the Format at **Annexure – K**. The Integrity Pact enclosed as **Annexure-K** will be signed by B AND R for and on behalf of Employer as its Agent / Power of Attorney Holder at the time of execution of Agreement/Contract with the Successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

For monitoring of the Integrity Pact, B AND R has appointed the following eminent personalities as Independent External Monitor(s) (IEM) :

(1) **Sri Divya Prakash Sinha**
 IPS (Retd.)
 83, Lodhi Estate,
 New Delhi - 110003
 Email : dpsinha.ips@gmail.com

(2) **Mrs. Vijaya Kanth**
 IRAS (Retd.)
 Sterling Monor, Flat – F, No. 5,
 Sterling Road, 3rd Cross Street
 Nungambakkam, Chennai – 600034
 Email : vkanthmri2003@yahoo.com

10. **ORDER OF PRECEDENCE:**

These "**Notice Inviting e-Tender (e-NIT) No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023** with PQ Criteria and other provision including General Conditions of the Contract, Special

Conditions of Contract are supplementary to & complementary with each other. However, in the event of any provisions of General Conditions are repugnant to or at variance with any provisions of Special Conditions of Contract', then unless a different intention appears between the two, the provision given in Special Conditions of Contract' shall be deemed to over-ride that provision of General Conditions and shall to the extent of such repugnancy or variation prevail & govern the Contract. Conditions of SCC shall override the Technical Specification. For any contradiction in bid documents, Technical Specifications and/or Letter of Intent (LOI) the following order of precedence shall be follows:

- **Letter of Intent (LOI)**
- **Schedule of Quantities & Rates (SOQR) and preamble to SOQR**
- **Minimum Acceptable Limit**
- **Construction Drawings (AFC Drawings)**
- **Tender Drawing(s)**
- **Technical Specification given in Tender**
- **CPWD Technical Specification and other Technical Specifications / documents issued by B AND R**
- **Relevant IS Code**
- **Notice Inviting e-Tender (e-NIT)**
- **Special Condition of Contract (SCC)**
- **General Condition of Contract (GCC)**

11. ONE NIT APPLICATION / OFFER PER BIDDER:

11.1 Each bidder shall submit only one Application / Bid / offer. A bid / offer bid is said to be responsive if accompanied by cost of eNIT Tender document.

12. COST OF eNIT DOCUMENTS:

12.1 The bidder shall bear all costs associated with the preparation and submission of his application / bid / offer, and the Engineer-in-Charge will in no case be responsible and liable for those costs.

13. CLARIFICATION OF eNIT / TENDER DOCUMENT:

13.1 eNIT Document consisting of PQ Criteria & Techno-Commercial Terms & Conditions of Contract, Technical Specifications etc to be complied with by the Contractor who intends to NIT application / offer.

13.2 **Hard paper copy of the NIT document shall not be normally sold unless specifically requested by bidder(s).**

13.3 **The bidder can seek clarification on the eNIT / tender** which B AND R receives earlier than **07 (Seven) days** prior to the deadline for submission of offer. The Employer's response will be forwarded through the e-mail ID **(commercial@bridgeroof.co.in)** of the enquirer followed by confirmation copy.

14. AMENDMENT OF eNIT / TENDER DOCUMENTS:

14.1 Before the deadline for submission of eNIT application / offer, the officer inviting eNIT tender may modify the eNIT / Tender documents by issuing addenda.

14.2 Any **addendum / corrigendum** thus issued shall be part of the tender documents and shall be notified in the website **www.bridgeroof.co.in**.

14.3 To give **prospective** bidders reasonable time in which to take an addendum / corrigendum into account in preparing their eNIT application / Bid / offers, the Officer inviting eNIT tender with the permission of the higher authority may, at his discretion, extend as necessary the dead line for submission of eNIT application offer.

PREPARATION OF eNIT TENDER / PRE-QUALIFICATION BID

15. LANGUAGE OF THE eNIT/ TENDER DOCUMENT:

15.1 All documents relating to the eNIT application / Tender shall be in the English. eNIT / offers submitted in any other language shall be summarily rejected.

- A. **Cost of “eNIT Tender Document”**
- i) Cost of eNIT Tender Document
- B. **“Techno-Commercial Part”.**
- i) Declaration as stipulated in eNIT/Tender
- ii) Qualification Information and supporting documents mentioned in Annexure – B & e-NIT/Tender
- iii) Certificates, undertakings, affidavits etc
- C. **Price / Financial Part shall be opened after finalization of the Techno-Commercially Recommended / Qualified bidders through CPP Portal.**
- i) Priced Schedule of Quantities and Rates
16. **PROPOSAL TO THE BIDDER:**
- 16.1 For **Item / percentage** rate bids, the bidders shall fill in rates in figures and should not leave any cell blank.
- 16.2 The bidders shall quote **Single Percentage Rate rounded upto two decimal places as per the Price Bid format in the allotted space only. Final Evaluation shall be made accordingly.**
17. **FORMAT AND SIGNING OF eNIT DOCUMENTS :**
- 17.1 The bidder can download the Tender documents and save it in his system and undertake the necessary preparatory work and submit the hard copy of completed documents at his convenience within the final date and time of submission.
- The bidder shall only submit single copy of the required documents (i.e PQ Documents, Techno-Commercial Part & Technical Specification). The bidder cannot leave any figure blank.
- 17.2 The Bidder shall go through the Tender Documents carefully and list the documents those are asked for submission. Bidder shall prepare all documents including cost of Tender Document, Declaration form, Techno-commercial bid etc.
- 17.3 Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Tender, if so desires, can ask for legible copies or original copies for verification within a stipulated period provided such document.
- 17.4 Tender application / offer cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been included, the Bidder should submit their bid / offer.
18. **DEADLINE FOR SUBMISSION OF THE TENDER APPLICATION / OFFER:**
- 18.1 Once the date and time is over, the bidder will not be able to submit the Tender / offer. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inviting tender.
- 18.2 The officer inviting tender may extend the deadline for submission of Tender / offer by issuing an amendment, in which case all rights and obligations of the officer inviting the offer & Engineer-in-Charge and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 19.0 **LATE SUBMISSION / MODIFICATION / WITHDRAWAL OF BID / OFFER :**
- 19.1 **BID / Offer** received after the due date and time shall not be accepted. No request for extension of the due date indicated shall be entertained.
- 19.2 If any of the intending bidder wishes to withdraw from participation in the bid, he / she can freely withdraw from the participation before scheduled date and time of closure of Bid Submission. Bidder(s) may modify their bids before

the deadline for submission of bids. However, if the bid is withdrawn, the re-submission of the bid is not allowed.

19.3 **No bid shall be modified or withdrawn after the deadline of submission of Bids.**

9.4 Withdrawal or Modification of bids between the deadline for submission of bids and the expiration of the original period of bid validity specified in Tender / Price Bid or extended will result in the forfeiture of EMD.

D. **OPENING AND EVALUATION**

20. **OPENING OF TENDER / OFFER:**

20.1 **Tender / Offer** opening dates are specified during bid creation or can be extended vide corrigendum.

20.2 In the event of the specified date of Tender / Offer opening being declared a holiday for the Officer inviting tender / Engineer-in-Charge, the Tender / Offers will be opened at the appointed time on the next working day.

20.3 **Price Part of Techno-Commercially Recommended bidder shall be opened through CPP portal on the notified date & time as per On-line Portal System.**

20.4 Tender / Offer without Cost of Tender Document is liable to be rejected.

20.4.1 The Tender Documents accompanied with appropriate Tender document cost will be taken up for evaluation with respect to the qualification Information and other information furnished in the Tender Document.

20.5 The bidder will be asked in writing to clarify his Bid / Offer, if necessary.

20.6 The Techno-Commercial / Pre-Qualification Evaluation of all the Tender / offers will be taken up as per the information furnished by the Bidders. But evaluation of the offer does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the Techno-commercial / Pre-Qualification evaluation through wrong information, necessary action shall be taken against the bidder / Contractor.

21. **EXAMINATION OF TENDER DOCUMENT / OFFER AND DETERMINATION OF RESPONSIVENESS:**

21.1 During the detailed evaluation of "Tender Documents", the Officer inviting tender will determine whether each Tender application / offer :-

- a. Whether the tender cost is issued by any Scheduled / Nationalized Bank.
- b. Has submitted legible documents for evaluation.
- c. Meets the **Qualifying Criteria** defined in **Annexure - A** and acceptance of Techno-Commercial Terms & Conditions & Technical Specification.
- d. Is substantially responsive to the requirements of the Tender documents.

22. **RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDER / OFFERS:**

22.1 B AND R does not bind him to accept the Tender application / offers or any other offer and reserves to him the authority to reject any or all the Tender application / offers received without assigning any reason.

22.2 All Tender / Offers in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

22.23 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Tender / next higher authority.

23.0 **Bidder(s) who had a record of Court Case / Litigation History with the B AND R / SMPK against earlier tender / contracts shall not be considered for this tender.**

Canvassing whether directly or indirectly, in connection with e-NIT is strictly prohibited and the bids

submitted by the bidders who resort to canvassing will be liable for rejection and EMD submitted by bidder will be forfeited.

24.0

PURCHASE PREFERENCE TO MAKE IN INDIA (MII) :- In line with Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 04.06.2020 and subsequent orders issued by the respective Nodal Ministry, Govt. of India by way of providing purchase preference, B AND R has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Local Supplier" for the items / services covered in the tender subject to the following terms & conditions :

B AND R reserves right to consider Local supplier (i.e whose offered product or service meets the minimum local content of tender) in case, emerged L1 bidder is Non Local supplier & quoted prices of Local suppliers are in the bracket of L1 + 20% and if they agree to match with L1 prices as per the "Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP".

1. DEFINITIONS:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation

'Margin of purchase preference' means the maximum extent to which the price quoted by a "(Class-I local) supplier" may be above the L 1 price for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey works '.

2. ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER' / 'CLASS-II LOCAL SUPPLIER' / 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only **'Class-I local supplier'**, as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global Tender Enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. PURCHASE PREFERENCE :

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to **'Class-I local supplier'** in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 2(b) above and **which are divisible in**

nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price, In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

(c) In the procurements of goods or works, which are covered by para 2(b) above and **which are not divisible in nature**, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
- ii. If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. APPLICABILITY IN TENDERS WHERE CONTRACT IS TO BE AWARDED TO MULTIPLE BIDDERS :

In tenders where contract is awarded to multiple bidders subject to matching L1 rates or otherwise, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as "**Non-local supplier**" as per following procedure:

- (a) In case there is sufficient local capacity and competition for the item to be procured as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'.
- (b) In other cases, 'Class-I local suppliers' and 'Non local suppliers' may also participate in the bidding process along with " Class-I local suppliers' as per provisions of this Order.
- (c) If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local suppliers' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (d) First purchase preference has to be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', failing within 20% margin of purchase preference, and so on.
- (e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender

specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in Sub-paras above.

1. EXEMPTION OF SMALL PURCHASES:

Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

Note : Sl. No. 3B(e) & 4 mentioned above will not be included in tenders as it is only for internal guidance / approval.

2. MARGIN OF PURCHASE PREFERENCE:

The margin of purchase preference shall be 20%

3. VERIFICATION OF LOCAL CONTENT:

- a) The 'Class-I local suppliers' / 'Class-II local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local suppliers' / 'Class-II local suppliers'.

In this connection, such bidders shall furnish following undertaking from the manufacturer(s) on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract :

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified in tender as well as the said policy) for claiming purchase preference linked with Local Contents under the Govt. Policy against under tender no. _____."

- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local suppliers' / 'Class-II local suppliers' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In this connection, such bidders shall furnish following undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified in tender as well as the said policy) quoted vide offer No. _____ dated _____ against the tender No. _____ by M/s _____ (Name of the bidder)."

- c) Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that there is difference in price received & declaration made and local content is now not meeting the specified tender requirement (i.e only on the quoted price without any loading) then such case is to be processed without any purchase preference as Non-Local Supplier.

4. IN CASE OF PARTICIPATION OF MSE AND LOCAL SUPPLIER AGAINST A SAME TENDER,

Office Memorandum (OM) dated 18.05.2023 issued by DOE, Ministry of Finance, Govt. of India shall be applicable.

5. IN CASE OF PARTICIPATION OF BIDDER FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services / non consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as per OM dated 18.05.2023 issued by Ministry of Finance), relevant declaration format is enclosed as Annexure -1.

COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

(Submitted on Bidder's Letter Head)

a. The bidder, (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.

b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

(or)

Any Bidder (including an Indian Bidder) who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non consultancy services) or works (including Turnkey Projects) only if the bidder is registered with the Competent Authority, **specified in Annexure-2 which is mentioned here:**

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

- (i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- (ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

SCOPE OF WORK

“Construction Work” consists of the following activities which will be under the scope of “Contractor”:-

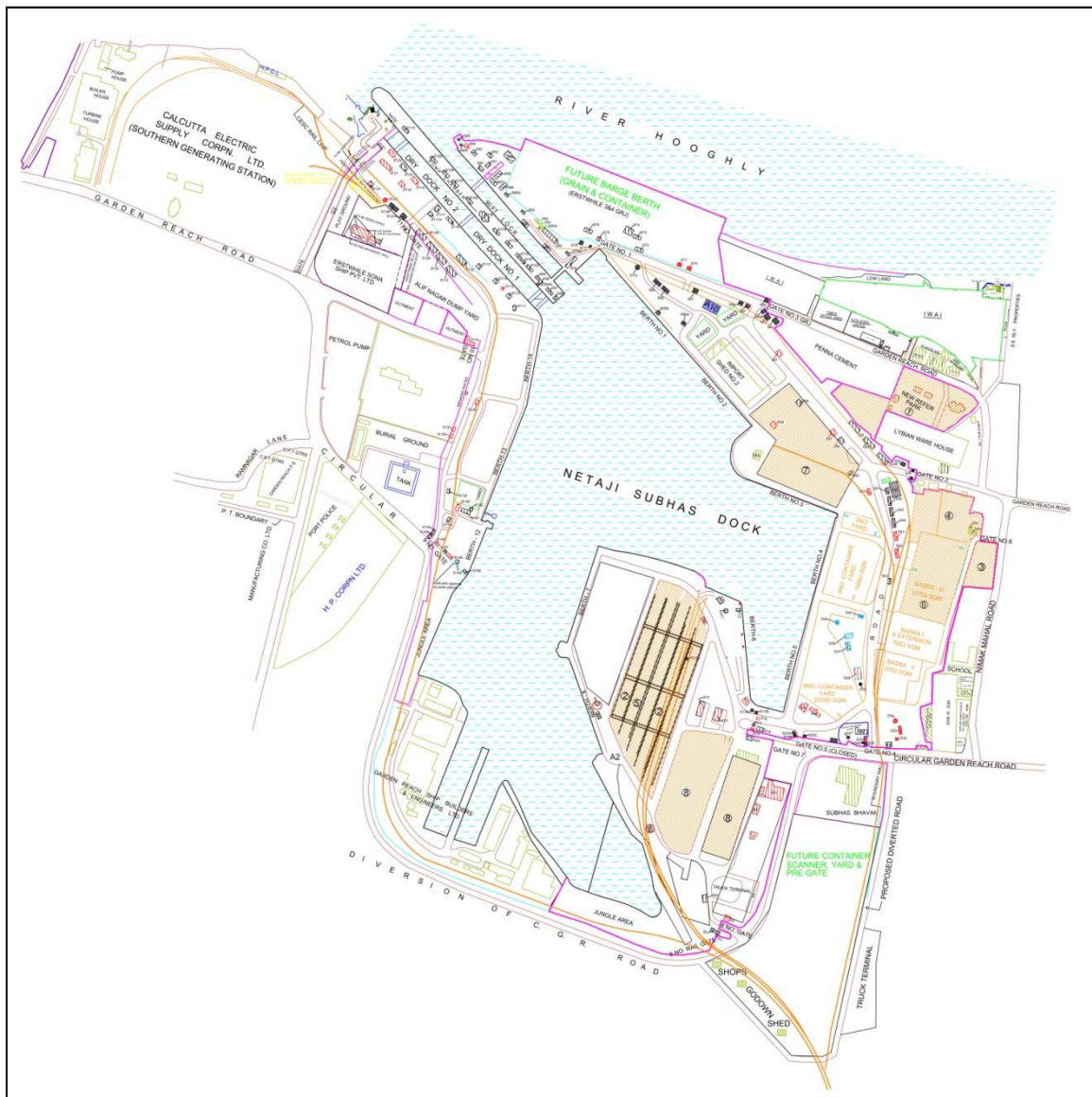
Name of Work:

Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.

1. Location for Smart Lighting System

As per the requirement shared by KOPT the propose location for implementation of all outdoor type conventional luminaries with energy efficient LED luminaries and web enabled smart control of LED luminaries at Netaji Subhas Dock.

Map of project location



A. Survey Report:

1. Survey report for existing Lattice tower, High mast, Street Lights and Structure lights inside Netaji Subhas Dock

- Existing Details

Sl. No.	Description	No. of light per structure	Type of Lamp	Quantity Of structure	Load (Kw.)
1	27 Mtr Lattice Tower	12	2X400W HPSV	29	278.4
2	25 Mtr High Must	12	400W LED	13	62.4
3	25 Mtr High Must	12	2X400W HPSV	23	220.8
4	Single arm Street Light	1	400W HPSV	45	18.0
5	Double arm street light	2	400W HPSV	26	20.8
6	Structure mounting flood light.	1	2X400W HPSV	166	132.8
				Total Load	733.2

- Propose Details

Sl. No.	Description	No. of light per structure	Type of Lamp	Quantity Of structure	Load (Kw.)
1	27 Mtr Lattice Tower	12	400W LED	29	139.2
2	25 Mtr High Must	12	400W LED	13	62.4
3	25 Mtr High Must	12	400W LED	23	110.4
4	Single arm Street Light	1	200W LED	45	8.80
5	Double arm street light	2	200W LED	26	10.40
6	Structure mounting flood light.	1	400W LED	166	66.40
				Total Load	397.60

B. Technology:

1. Technology for Smart lighting at Netaji Subhas Dock

The requirement shared by KOPT is studied by Edge engineering solution and proposing the technology for Smart Lighting Management.

There are two type of control methodology proposed

- a) Group Dimming Control for High mast and Lattice Tower Lighting (A single high Mast /Lattice is a group)
- b) Individual Control for Street light and flood lights.

a) **Group Dimming Control:**

- i. Smart Controller for panel – For On/Off control, Energy metering and Fault detection
- ii. Dimming Controller – For Dimming of the all luminaries mounted on 1 High mast / lattice 1 dimming controller used

b) **Individual Control**

- I. External Individual Controller For On/Off and dimming control of Street Lights and Flood Lights

Technical Evaluation:

The prospective bidders should be OEM or any State Nodal Agency in collaboration with OEM or tender specific authorization from OEM. They have to submit the following documents in support of OEM (LED Luminaries and Driver Manufacturer) pertaining to the mandatory requirements.

Mandatory requirements are applicable for all the Type of Luminaries.

a) **Mandatory Requirements:**

I) **LED Luminaries' Manufacturer Requirements:**

- LED Luminaries manufacturer shall have complete in house design, development, production and testing facility for manufacturing of LED luminaries in India. **(Supporting Documents – Confirmation on official letterhead giving details of said facilities with under taking for allowing verification of same by SMP, Kolkata or their authorized representative).**
- Certification from either In-house or Govt. NABL accredited lab to be submitted. Having in house design, development, production and testing facility for manufacturing of luminaries is mandatory.
- LED Luminaries Manufacturer should have In-House NABL Accredited Photometry Laboratory. **(Supporting Document -NABL Accredited Photometry Laboratory certification).**
- The manufacturer of LED Luminaries should be an ISO 9000:2008/ISO 9001:2015 and ISO 14001:2015 certified organization. **(Supporting Document -ISO certification accredited by an IAF member.)**
- LED Luminaries Manufacturer shall have company service network in Kolkata; India to ensure response time of four working days. **(Supporting Document -Confirmation on official letter head giving details of company service network).**
- LED Manufacturer should have separate valid BIS registration number for both luminaries and driver. Driver should have the registration of BIS of the OEM of driver manufacturer. **(Supporting Document-Separate BIS Registration Certificate for Luminaries and Driver).**

II) **ENVIRONMENT WITH FACILITIES FOR ASSEMBLY OF LED MODULES AND PCBs AND TESTING:**

- Automatic Pick and Place machine for LEDs and electronic components.

- Heat/humidity chamber having minimum range of 0-50°C with alternate arrangement of standby power supply for carrying out endurance tests.
- Electronic driver testing meter with programmable Input Supply to vary input voltages. Meter shall be able to report input parameters like wattage, PF, THD, Input Current and Output Voltage, Output Current etc.
- Integrating sphere for LM 79 / IS 16106:2012 testing of CCT & CRI.
- Temperature controlled automatic wave soldering machine with auto fluxing facility for through whole devices.
- Automatic temperature-controlled re-flow soldering machine for Surface mounted devices.
- Mirror Type-C Gonio-Photometer for LM79 / IS16106:2012 testing for Photometric & Electrical parameters

III) LED LUMINARIES REQUIREMENT:

- LED Chip Efficacy shall not be less than 140 Lumen/watt and System Efficacy shall be greater than 120 Lumens/Watt@ drive current. In respect of LEDs of higher power ratings, drive current greater than 350 mA can be accepted if the LED's LM 80/IS: 16105 test reports support the same. **(Supporting Document- LM-79 & LM-80 Report)**
- LED used should be of SMD (Surface Mounted Device) type. Approved make of LED Chip- CREE / LUMILEDS / NICHIA /OSRAM.
- The LEDs shall comply with Photo biological safety norms as per IEC 62471/ EN62471/ IS: 16108 and should fall in the exempt or low risk group of outdoor Luminaries. **(Supporting Document - Report from Internationally/Nationally accredited Lab.)**
- Rated Minimum life span of LEDs (L70B50) used in the Luminary shall be greater than 50,000 Hrs. at the soldering point temperature of 105 C & at the luminary driving current. **(Supporting Document -TM-21 life projection calculation along with LM80 for all three ambient temperatures of 55, 85, 105 Deg. C as per applicable standard shall be submitted to substantiate that the life of LED Chip (L70B50) shall be more than 50000 burning hours.)**
- Colour temperature of the proposed white colour LED shall be 5700K (i.e., 5665K +/- 355K, as per ANSI standard C78.377A).
- Colour Rendering Index (CRI): Greater than or equal to 70.
- Junction temperature of LED Chip shall not exceed 105 Deg. C in case of SMD. **(Supporting Document - LED manufacture datasheet and thermal and temperature rise type test report).**
- Visible flickering (flicker free) to prevent eye strain, uniform and Glare free, No UV/IR Radiation. **(Supporting Document - LED Luminaire manufacturer Data Sheet, Spectral distribution of the led).**
- The LED Flood Lights should be Integral type.
- The label should mention: Name of Manufacturer, model name and number, system lumen pack, nominal CCT, Wattage of fitting, Date of Manufacture, and other labeling details as per IS. Stickers are not permitted for labels.

IV) LED DRIVER:

- Wirelessly/Remotely dimmable LED driver, registered as per product type under BIS-CRS Compulsory Registration Scheme. Driver should also be Constant Current Type.
(Supporting Document – LED Driver manufacturer Data Sheet).
- Minimum Efficiency of Driver: 85%. (Supporting Document–Driver manufacturer datasheet and type test report)
- Dimming Range and nature of dimming as per scope of work (applicable outdoor lights only).
(Supporting Document–LED Luminaire manufacturer datasheet & dimming characteristics curve).
- Power factor of complete fitting ≥ 0.95 . (Supporting Document –LED Luminaries datasheet).
- Surge Protection: Minimum 4 kV internal surge protection and external 10 kV Surge Protection device, external to the driver circuit, but within the same housing needs to be used.
- Total Harmonic Distortion (THD): Less than 10% at full load. (Supporting Document – LED Luminaire manufacture datasheet).
- Potted LED Driver: Driver should be fully potted driver for better heat dissipation and should be vibration proof for driver circuit component to increase longevity.
- IP Protection: 66 or above. (Supporting Document –Driver manufacturer datasheet and type test report)
- Protection:
 - i. Short Circuit Protection.
 - ii. Open Circuit Protection.
 - iii. Reverse Polarity Protection.
 - iv. Over Voltage Protection.
- Driver shall Withstand min 340V for 2 hours and min 300V for 48 hours without failure.
- Driver shall comply with the safety requirements laid down in IEC: 61347-2-13/EN: 61347-2-13/IS: 15885-2-13. (Supporting Document- IEC: 61347-2-13/ EN: 61347-2-13/IS: 15885-2-13 Test conformance Report)
- Driver shall comply with the performance requirements as per IEC: 62384/IS: 16104.
- Wide Operating Voltage Range. (Supporting Document – Driver manufacturer datasheet).

v) LUMINARY SYSTEM:

- Housing: Made of pressure die cast Aluminum having sufficient area with fins /heat sink for heat dissipation (Supporting Document-LED Luminaries manufacturer datasheet)
- Cover Type: Heat Resistant Toughened Clear Glass or UV Stabilized Polycarbonate Cover (Supporting Document-LED Luminaire manufacturer datasheet).
- Connecting wires used inside the luminaries shall be FR/ FRLS (Supporting Document - LED Luminaire manufacturer datasheet).
- Ambient temperature to be considered as per standard (Supporting Document- LM 79 Report).
- Humidity to be considered: 10% to 90%RH. (Supporting document- LM79 Report).

- Separate Driver and Optical compartments to be provided for efficient heat management and to ensure sustainable operation. (**Supporting Document – LED Luminaries manufacturer datasheet**).

VI) CONTROLLING & MONITORING PANEL BOX/CONTROLLER - OUTDOOR FEEDER PILLAR WITH INTELLIGENT SMART LIGHTING CONTROL SYSTEM AT THE BASE OF MAST/LATTICE TOWER FOR ZONE WISE CONTROL. ZONE TO BE DECIDED DURING DETAIL ENGINEERING.

- Dimensions and material of the CONTROLLING & MONITORING Panel depends on the design of the service provider having minimum IP65 Protection. The Panel will have the following components:
- MCBs/Fuse, Contactors which protects system and operators in case of electrical malfunction, these should be rated above the lighting load requirement. The CONTROLLING & MONITORING Panel /Controller Panel Should provide protection from Short Circuit, Overload, etc.
- It should allow manual override of the system with Isolator during maintenance and system faults.
- Energy Meter of suitable Current Rating shall be providing at main incomer of the power distribution.
- The system should monitor energy parameters and communicate it with Cloud i.e., Voltage, Current, PF, KWH, Number of operational light, Number of non- operational lights, Status of the incoming supply (power failure), etc.
- The CONTROLLING & MONITORING Panel/Controller will continuously monitor to detect events like faulty lights, etc. and generates alerts by sending SMS/email.
- CONTROLLING & MONITORING Panel/Controller should support GSM/GRPS/3G/4G reliable and safe connectivity with cloud or any other communication to communicate with cloud.
- The CONTROLLING & MONITORING Panel/Controller should be able to wirelessly/Remotely control the LED Luminaries installed on the Lantern carriage on the Top of the High Mast and the LED Luminaries installed on the Top platform of Lattice Tower in a secure manner without data loss.
- The CONTROLLING & MONITORING Panel /Controller or any devices or equipment should be installed with suitable mechanical/civil protection for protection of the devices.

VI) INSTALLATION OF LED LUMINAIRES:

- 3 Core, 1.5 Sq.mm, PVC insulated Flexible Copper Cables should be used for interconnection from the Joint Box on the High Mast Carriage to LED Luminaries in High Masts and from Top Platform DB to Luminaries in case of Lattice Towers.
- Installation and commissioning of LED floodlight/Street Light luminaries along with all its accessories on high mast/Lattice Tower/Light Pole/Structures with proper clamping arrangement etc. complete in all respect.

- The LED Flood Lights should be installed on the carriage without causing any unbalance. Bidder to confirm structural suitability of the mast for light fittings proposed by them.

VII) INSTALLATION OF CONTROLLING & MONITORING PANEL/ CONTROLLER BOX:

- Construction of RCC foundation for the above CONTROLLING & MONITORING Panel Box/Controller Box including supply of foundation accessories consisting of cement, reinforcement steel bars, bricks, sand, stone chips, shuttering materials, labour etc. complete and refilling of earth up to the existing ground level after curing. Installation of the CONTROLLING & MONITORING Panel Box/Controller Box by grouting the stand in concrete.
- Finishing the end of the above XLPE armoured cables by crimping method incl. Supplying and fixing solderless socket tapes, anticorrosive paste & jointing materials.
- Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of the above XLPE armoured cable.
- Supply and laying of 3.5 C, suitable size sq.mm, XLPE insulated Armoured Al cable.
- Interconnection of the earth pit and connecting the equipment's body to earth electrode station including Supply & Fixing of 25 mm X 6mm galvanized (Hot Dip) MS flat as required and connection to equipment's incl. drilling holes, with bolts, nuts, washers, etc.
- Earthing with 50 mm dia. ISI Medium GI pipe 3.00 Mts. long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. long), nuts, washers incl. GI pipe protection to be filled with bitumen partly under the ground level and partly above ground level driven . below the ground level and also providing masonry enclosure on the top of the earth electrode of overall size duly plastered with cement mortar (inside)CI hinged inspection cover of size with locking arrangement,).Additionally, connection with the existing Earthing also should be done.

VIII) ADDITIONAL MANDATORY REQUIREMENT FOR LED STREET LIGHT LUMINAIRE:

- The Wattage of the Street Light Luminaires should not be more than 140 Watt. **(Supporting Document –LM 79 Reports).**
- All the mandatory requirement clauses in technical evaluation above also apply to the Street Lights.
- The Street Lights should be Integral type. **(Supporting Document– LED Luminaire manufacturer Data Sheet).**
- Minimum Lumen output 16800 Lm. **(Supporting Document – LM 79 Report)**
- Model and make of LED Street Lights fittings. **(Supporting Document – LED Luminaire manufacturer Data Sheet)**
- The Driver should be Wirelessly/Remotely Dimmable Driver. **(Supporting Document – Driver manufacturer Data Sheet).**
- The LED Street Light Luminaire should is wirelessly/remotely individually controlled dimmable type. **(Supporting Document – Luminaire manufacturer Data Sheet).**
- Dimming Range should be 10% to 100% of full Glow.
- Only smooth continuous dimming will be accepted.

IX) ADDITIONAL MANDATORY REQUIREMENT FOR INDIVIDUALLY CONTROLLED LED FLOOD LIGHT LUMINAIRE –

- The Wattage of the individually wirelessly/remotely controlled dimmable LED Flood Light Luminaries should not be more than 400 Watt. **(Supporting Document – LM79 Report)**.
- All the mandatory requirement clauses in technical evaluation above also apply to the individually wirelessly controlled dimmable LED Flood Light Luminaire.
- The LED Flood Lights should be Integral type. **(Supporting Document – LED Luminaire manufacturer Data Sheet)**.
- Minimum Lumen output 48000 Lm. **(Supporting Document – LM79 Report)**.
- **Model and make of LED Flood Light Luminaire.** **(Supporting Document – LED Luminaire manufacturer Data Sheet)**.
- The Driver should be wirelessly/remotely dimmable driver. **(Supporting Document – Driver manufacturer Data Sheet)**.
- The LED Flood Light Luminaire should be individually controlled type. **(Supporting Document – Driver manufacturer Data Sheet)**.
- Dimming Range Should be 10% to 100% of full Glow.
- Only smooth continuous dimming will be accepted.

IX) CCMS SYSTEM

- Design, Supply, Delivery, Installation and Commission of Command, Control and Monitoring System (CCMS) for implementation of Energy Efficient Smart LED Lighting Solution at Netaji Subhash Dock (NSD).
- CCMS should provide Group Control treating all light fittings on an individual High Mast and lattice tower as a single group.
- CCMS should provide individual level control and monitoring for wirelessly/remotely individually controlled dimmable Energy Efficient LED Street Light Luminaire and for individually wirelessly/remotely controlled dimmable Energy Efficient LED Flood Light Luminaire installed on different structures like buildings and gates, poles, etc.
- By giving commands on the CCMS web accessible central management and control software Interface, the authorized personnel can control and monitor all the groups and the individually controlled LED Luminaries.
- Cloud server should be such that during the duration of the contract all the monitoring and operations data should be stored in cloud storage for the entire contract period and should be accessible to authorized personnel's of SMP, Kolkata for future analysis. After the end of the contract, the party has to handover all the past data in any portable storage device as mutually agreed by selected bidder and SMP, Kolkata.
- A reliable communication link should be setup between the devices and cloud server in the proposed network architecture to eliminate loss of data and to securely transfer the data.
- A user friendly dash board should be developed. The content of the Dash board will be finalized during the execution of the project. A proposed sample of the Dash board should be submitted with the proposed solution.
- The CCMS system should give alerts and daily status reports to minimum 10 authorized personnel via SMS, and Email.
- CCMS system should give details of no. of operational and non-operational luminaries. The time of non-functioning of a LED fitting should be denoted with a Date & time stamp & duration of

failure should also be recorded and the time of functioning should be denoted with a Date & time stamp with duration.

- CCMS should record and monitor various parameters of each group like Input RMS Current, Input RMS voltage; Power Factor, load in KW/KVA, Energy Consumption, dimming level, Time of switch on and off of each group, etc. should be accessible over the web-accessible central management and control software.
- Setting time for Scheduled ON/OFF of groups via the web accessible central management and control software.
- Setting time for Scheduled ON/OFF of Individually controlled and monitored Street Light LED Luminaries and LED Flood Lights installed on structures. Remote dimming of individually controlled LED Light fittings from CCMS Web interface. CCMS System should record and monitor various parameters of the individually controlled LED Luminaries like input RMS Current, input RMS Voltage, Power Factor, Load in watts, Energy consumption, Dimming Level, time of switch on and off, etc., which should be accessible over the web-accessible central management and control software.
- The Group will be marked as per High Mast Number / Lattice Number and Location wise, the details of which will be provided by SMP, Kolkata.
- Phase cut type of dimming or switching type of dimming will not be accepted. In dimming condition each discrete LED of the individual Luminaire should be in glowing condition with reduced light output as per given command.
- Web Accessible solution should provide remote monitoring and control of the Energy Efficient Smart LED Luminaries through communication networks securely.
- The solution should provide capturing and monitoring the relevant data from the CCMS Panel/Controller Box to check the status of all the electrical parameters of the Group.
- The solution should provide automatic ON and OFF feature of LED Luminaire groups based on ON/OFF timing Set through the CCMS Web Accessible solution interface. The solution should facilitate easy and remote configuration / programming of the system from a web-based interface that can be changed as per requirement.
- The CCMS Panel/Controller Box should have battery backup to store the data in case of power failure.
- The solution should facilitate asset mapping through GPS coordinates of each CCMS panel/controller Box on existing maps.
- The CCMS Panel/Controller box for group control and Controller for individual control should have inbuilt memory buffer storage to store data in case of communication network failure and transfer it as soon as the link is resumed.
- The solution should comprise of cloud-based arrangement ensure reliable data transmission without loss and data storage for the contract period.
- Cloud Server uptime with disaster backup and sufficient storage capacity and processing power to ensure stable operation of the system should be as per MIETY guidelines for procurement of cloud services. CSPs shall ensure that any service offered from Platform as a Service has 99.50 % UPTIME and there is no compromise on performance of the application. CSPs shall ensure that services offered from Platform as a Service are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet SMPK's performance requirements.
- The cloud should have enough storage memory to store all the monitoring and controlling data for the total contract duration.
- The solution should ensure secure and safe database management and trouble free operation of software and allied systems. It should have a self-diagnostic and self-healing feature to identify fault and resume the system by isolating it within shortest possible time.

- The Electrical parameter data should be sent at uniform intervals as programmed (As approved by EIC).
- CCMS Panel /Controller should provide the following minimum (but not limited to) alerts:
 - Load & mains failure.
 - Luminaire failure alert & restoration.
 - High/low mains voltage alert & restoration.
 - Low power factor, etc.
- The system should act in such a way that even if the Controller/CCMS Panel fails due to any reason, the Luminaire should remain 'ON' if the Luminaire is healthy.
- CCMS Panel/Controller Box should have facility to carry out switching operations based on astronomical calendar of the location.
- CCMS Panel/Controller Box should have the facility for localized operation & maintenance in case of emergency or during maintenance with proper safety arrangements.
- The CCMS Panel /Controller Box should have the ability to communicate with CLOUD via cellular networks (GSM/GPRS/3G/4G) or any other communication technology and with LED Wirelessly controlled Luminaire (If required) via other communication technology. All data are to be secured by encryption.
- The Wirelessly individually controlled LED Luminaries should have the ability to communicate with cloud via Cellular networks (GSM/GPRS/3G/4G) or other communication technology or the Wirelessly individually controlled LED Luminaire controller can also form a network to communicate with the Gate way to communicate with the cloud. All data are to be secured by encryption.
- The Controller for wirelessly individually controlled LED Luminaries should be able to send data regarding various electrical parameters, ON/OFF status, etc to cloud directly or via Gateway device as well as should be able to receive commands from CLOUD.
- The CCMS Panel Box/Controller Box and its communication module should be provided with battery backup or equivalent to help store all the data and send a main power failure alarm to the Cloud before it shuts down safely.
- The Web accessible application should facilitate to communicate, control and configure each Controller or CCMS Panel remotely. Remote configuration includes setting new ON/OFF timings, dimming of luminaries, etc.
- The Web accessible application should be able to display LED Luminaire glowing and non-glowing duration controlled by a particular CCMS Panel/Controller box in case of Group control and individual LED Luminaries in case of individually controlled.
- The application should help users to generate various reports related to the system performance parameters such as energy consumption report, Luminaire and system failure report, actual hours of operation, Group uptime (%), Group downtime (%), Luminaire Dimming level, etc. based on historical data on daily, monthly, quarterly or annually basis as the case may

be from the data/readings received. The reports should be generated in Excel or PDF or Graphical format.

- The application should provide a map that gives an overview of all CCMS Panel Boxes for High Mast and Lattice Towers on a GIS map.
- The application should offer asset management feature and allow user to locate CCMS Panel Box and individually controlled LEDs through GPS coordinates.
- The application should provide a comprehensive dashboard with status of Groups and individually controlled luminaries, real time faults of various groups and LED Luminaries, system uptime %, Energy consumption, graphical representation of cumulative data, no. of operational and non- operational luminaries etc.
- The application should have required protection like Firewall, Malware, Antivirus etc., as per industry security standards. The application software should be flexible to cater to customized requirement which are not foreseen at this point of time but are deemed necessary during the execution and O&M.
- The application should display the following minimum faults in system generated alarms:
Phase-wise currents on crossing threshold values.
Phase-Phase or Phase-Neutral voltages on crossing threshold values - Under/over voltage detection.
Main power failure.
Low Power Factor.
Failure of LED Luminaries.
- The application should have facility assign access to the concerned authorities for control and monitoring from their mobile or laptop. The application should provision for notification of all alarms via SMS, and Email to authorized persons.
- Maintenance of High Mast Double Drum Winch, Wire rope, Trailing cable, Main power supply incoming cable of CCMS/Controller Box, Pulley, Carriage, Aviation Light, and Repair of High Mast Motor is beyond the scope of this contract.
- Maintenance of Platform DB and power supply incoming cable of CCMS/Controller Box is beyond the Scope of this contract.

Special Case for Existing Services:-

- 1 All material and execution of works shall be subjected to an approved quality assurance plan. The contractor has to submit a quality manual/quality assurance plan within 15 (fifteen) days of issuance of LOI and this quality assurance plan shall be approved by the Engineer-in Charge. In this QAP the details of testing, checking, quality monitoring & ensuring systems with frequency of testing and the stages for inspection by the Engineer-in-charge (B AND R) or his representative shall be mentioned elaborately. Notwithstanding any previous approvals the engineer-in-charge shall reserve the right for surprise/ unannounced inspections as well as additions/ alterations to the QAP of the pending works/ supplies of material giving reasonable notice to the contractor.
- 2 The contractor shall arrange for testing of samples of materials from an approved testing laboratory, as instructed by Engineer-in-Charge. The cost and charges for samples of materials and delivering the same to the testing laboratory including all incidentals in connection with the same as directed by the Engineer-in-charge and the testing charges thereof shall be borne by the contractor and shall be deemed to be included in the rates and prices quoted. The results of the tests carried out shall be binding on the contractor who shall comply with any rectification measures that the Engineer-in-charge may deem fit and order to be executed by the contractor as a result of testing.
- 3 Contractor shall arrange for Site Office, store, material storage yard, fabrication yard etc. and for labour hutments including land / area at their own cost and such cost should be included in their quoted rates. However the same may be provided to the Contractor, if available on chargeable basis (if required) by SMPK Authority at a nearby location.
- 4 The contractor will have to make his own arrangement for water and power supply for execution and testing of all works. Electric connection for site office and area lighting may be provided by SMPK Authority at a single point from the nearby substation on chargeable basis. Contractor will make his own arrangements for availing this single point connection. Arrangement of Construction Water is within the scope of Contractor. Point for drinking water may be provided by SMPK Authority.
- 5 Any damage done to the other installations during the execution of work shall be made good by the contractor free of cost. In the event of his failure to do so within in a reasonable time the same shall be got rectified by B AND R through another agency at the risk and cost of the contractor.
- 6 The contractor or his authorized representative will have to sign site order book to acknowledge the instruction issued by Engineer-in-Charge or his authorized representative for all matters relating to the execution of work. The instructions noted in the site order book shall have to be complied within reasonable time as decided by the Engineer-in-Charge.
- 7 Apart from Electrical Engineers, Electrical supervisors/ Electricians with proper, requisite, valid electrical supervisory license will be engaged for all electrical works.
- 8 The Engineer-in-Charge reserves the right to test the material at manufacturer's place, site of work, any independent Laboratory/ Test House. If at any stage during the execution of work, the Engineer-in-Charge is not satisfied with the quality of materials brought/ used at the site of work, he shall be at liberty to reject all such materials. The rejected materials shall have to be removed from the site of work immediately. The decision of the Engineer-in-Charge regarding makes of the materials selected shall be final and binding on the contractor.
- 9 The contractor shall stand guarantee/ warranty during defects liability period from the date of completion of work or after taking over the installations by the department whichever is later, against any manufacturing defect in material, unsatisfactory performance / working and / or breakdown, workmanship. The material/ equipment/ installation so found defective shall be replaced/ repaired free of cost to the satisfaction of the Engineer-in-Charge. The delay in rectification/replacement shall not be accepted. B AND R reserves the right to get it done at the risk and cost of the contractor. The decision of the Engineer-in-Charge, shall be final & binding to the contractor.

The contractor must carry out routine inspection/ testing once in every three months during the defects liability period and attend to the defects taking place during this period. Sufficient number of trained and experienced staff

shall be made available to meet any exigency/ emergency at site of work during the defects liability period.

- 10 Care shall be taken by the contractor to avoid damage to the adjoining existing installations/ buildings during execution of his part of the work. Any dismantling, if required, should be done in consultation with the engineer-in-charge. The contractor shall be responsible for repairing all damages and restoring the same to their original finish at his own cost. The contractor shall also remove at his cost all unwanted and waste materials arising out of his work from the site.
- 11 **Existing Utilities:**
Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility. No extra cost will be provided by B AND R in this regard.
- 12 **Shifting of Obstructing Utilities:**
The Contractor shall, in accordance with Applicable Laws and with assistance of the Engineer-In-Charge, cause shifting of any utility (including electric lines, telephone lines, OFC cables and other public utilities) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Location in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility as per the rates of the entity owning the utility, shall be paid by the Contractor without any extra claim. However, this expenditure incurred by contractor may be reimbursed by the Engineer-in-Charge to the contractor subject to approval of the same by Owner (SMPK Authority).
- 13 The Contractor shall prepare and submit as-built drawings by way of making modifications/ changes carried out with respect to the approved drawings issued prior to the execution of respective elements.
- 14 Deviation, Extra Items and Pricing: All final decisions / finalizations are subject to the approval of our Client / Owner i.e. SMPK Authority.
- 15 Deviation, Deviated Quantities, Pricing: All final decisions / finalizations are subject to the approval of our Client / Owner i.e. SMPK Authority.
- 16 In all the aforesaid clauses Engineer-in-charge means B AND R's Site in charge.

**DETAILS OF INFORMATION TO BE FURNISHED BY THE BIDDER
(To be submitted in Bidders Letter Head only)**

Bidders are requested to furnish the following information along with their offer.

A) Name of the Bidder:

- i) Postal Address :
- ii) Telephone / Mobile Number :
- iii) Telefax Number :
- iv) e-mail Address :
- v) Contact Person :

B) Contact person at Kolkata

- i) Postal Address :
- ii) Telephone / Mobile Number :
- iii) Telefax Number :
- iv) e-mail Address :
- v) Contact Person :

C) DGS&D / SSI / NSIC / MSME Registered Party :

- i) Registration No. Dated
- ii) Registration under Works / Manufacture & Category :
- iii) Valid upto :
- iv) Owner under General / SC / ST / WOMEN
Category :

LETTER OF SUBMISSION
(To be submitted in Bidders Letter Head only)

- A. **Online Single Percentage Rate Offer(s) for “Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.”**

[Notice Inviting e-Tender (e-NIT) No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023]

I / We have read and examined the tender document alongwith Instructions to Bidders, Annexure(s), Exhibits, Form (A to M), General Conditions of Contract, Special Condition of Contract, Technical Specification, Schedule of Quantities & Rates (SOQR), other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the **SMPK, Govt. of India / B AND R** within the time specified in **Table – 1** and in accordance in all respects with the specifications and instructions in writing referred to in Tender Document and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the **tender open for Ninety (90) days from the due date of opening of tender** thereof and not to make any modifications in its terms and conditions.

The cost of Tender document of value **Rs. 10,000.00 + GST @18% = Rs. 11,800.00 (Rupees Eleven Thousand and Eight Hundred only)** in the form of Demand Draft (D.D.) / Pay Order / Banker’s Cheque has been deposited from a scheduled bank issued in favour of Bridge and Roof Co. (I) Ltd alongwith the Tender Application and the Earnest Money of **Rs. 14.00 Lakh (Rupees Fourteen Lakhs only)** in the form of in the form of Demand Draft (D.D.) / Pay Order / Banker’s Cheque valid for minimum 90 (Ninety) days / Bank Guarantee (BG) in prescribed format valid for minimum 06 (Six) months / Term Deposit Receipt valid for minimum 45 days beyond the validity of bid issued by a scheduled bank pledged in favour of “Bridge and Roof Co. (India) Ltd” along with Offer. If I/we, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Bridge & Roof Co. (I) Ltd or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely / I/we will be kept under black list / holiday list for 02 (Two) years. Further, if I/we fail to commence work as specified, I/we agree that Bridge & Roof Co. (I) Ltd or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money and PBG (if submitted) / I/we will be kept under black list / holiday list for 02 (Two) years and the Performance Guarantee absolutely, otherwise the said earnest money (if any) shall be retained by him towards retention money to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in ‘**Tender document**’ and those in excess of that limit at the rates to be determined in accordance with the provision specified in Tender document.

I / we have also visited the Project Site, ascertained the Site Conditions.

I / We undertake, if our bid is accepted, to commence the work within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.

I / We is / are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.

If our bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

I/We hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We enclosed:-

- a) All documents as per Tender requirement.
- b) Demand Draft (D.D.) / Pay Order / Banker's Cheque for Rs. 10000.00 + GST @18% = Rs. 11,800.00 (Rupees Eleven Thousand and Eight Hundred only) issued by (Name of Bank) valid upto towards Cost of Tender Document.
- c) Demand Draft (D.D.) / Pay Order / Banker's Cheque / Bank Guarantee (B.G.) / Term Deposit Receipt for Rs. 14.00 Lakh (Rupees Fourteen Lakhs only) issued by (Name of Bank) valid upto towards EMD.

Date : _____

Signature of Contractor
Postal Address

Witness:

Address :

Occupation :

EXHIBITS

SUB : INDEX OF EXHIBITS TO BE FURNISHED BY BIDDER

Sl. No.	Exhibit No.	Details to be furnished
1.	EXHIBIT – EA	Deployment schedule of supervisory personnel. Bidder shall submit this list duly filled in for all applicable disciplines. Bidder shall be required to modify this list and add any additional supervisory personnel required for the work covered under this contract (to be submitted by the bidder package wise).
2.	EXHIBIT – EB	Deployment schedule of direct + indirect labour (to be submitted by the bidder package wise).
3.	EXHIBIT – EC	Deployment schedule of construction equipments including shuttering material. This exhibit includes list of construction equipments for various disciplines of work. Bidder shall submit this list duly filled in for all applicable disciplines. Bidder shall be required to modify this list and add any additional equipment required for the work covered under this contract (to be submitted by the bidder package wise).).
4.	EXHIBIT – ED	Site Organization Chart (to be submitted by the Bidder).
5.	EXHIBIT – EE	Curriculum Vitae (to be submitted by the bidder) This will be furnished for Project Manager, Construction Manager, Lead Engineer, Site Engineers & QC/QA Engineer.
6.	EXHIBIT-EF	The Bidder has to submit “ No Deviation Certificate ” as per exhibit EF, duly signed.
7	EXIBIT – EG	In case bidder requires some clarifications with respect to the stipulations of the bidding document, they may submit the same as per this exhibit within the cutoff date mentioned in Letter Inviting Bid. Bidder should ensure that the queries are sent in a consolidation manner and not in piece meal.
8.	EXHIBIT-EH	Details of PF Registration
9.	EXHIBIT – EI	Declaration by the Bidder
10.	EXHIBIT – EJ	Integrated Bar Chart
11.	EXHIBIT – EK	Check list

Note : 1. Bidders will be required to submit / upload all the details as per Exhibits enclosed in TENDER Document. The details must fulfill the requirements specified in, **Annexure – A to Q, Exhibits & Annexure-I & II and Form A to O**. In case details are not submitted as per these Exhibits and/or the details submitted are inadequate /not compatible with the requirements specified in **e-NIT-Documents**, such offers shall be treated as non-responsive and are liable to be rejected. B AND R/SMPK’s decision in this regard shall be final & binding.

DEPLOYMENT SCHEDULE OF TECHNICAL & SUPERVISORY PERSONNEL

The Bidder shall submit the details deployment of all Supervisory Personnel specified in Schedule-F / Annexure-II the following format

Sl. No.	Description	MONTH-WISE DEPLOYMENT SCHEDULE												Total (Man Months)
		1	2	3	4	5	6	7	8	9	10	---	----	
1.														
2.														
3.														
4.														
5.														

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

SUB : EXHIBIT FOR DEPLOYMENT SCHEDULE OF DIRECT + INDIRECT LABOUR

Sl. No.	Description	MONTH-WISE DEPLOYMENT SCHEDULE												Total (Man Months)
		1	2	3	4	5	6	7	8	9	10	
1.	Un-skilled													
2.	Semi-skilled													
3.	Skilled													

Note : Bidder shall furnish the Deployment Schedule (in months) as per the time schedule of completion of this work.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMENTS

The Bidder shall submit the details deployment schedule of all Proposed Construction Equipments specified in Annexure-I of Special Conditions of Contract in the following format

Sl. No.	Description	Capacity	MONTH-WISE DEPLOYMENT SCHEDULE												Total (Man Months)
			1	2	3	4	5	6	7	8	9	10	---	---	
1.															
2.															
3.															
4.															
5.															

Bidder may make additions/deletions in the Equipment List as above based on his Requirement

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

DETAILS OF PROPOSED SITE ORGANIZATION

The bidder shall submit on a separate sheet details of Head Office and Site Organization proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of site-in-charge and key personnel to be deployed.

Bidder agrees to augment the above chart with additional number/categories, as directed by Engineer-in-Charge, to complete the work within the completion time schedule and quoted price.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

Note: Bidder to include Planning Engineer, Quality Control Engineer, Safety Officer and Store Keeper / Office in proposed Site Organization.

**SUB EXHIBIT – ‘EE’ FOR CURRICULAM VITAE
AS PER ANNEXURE - II**

1. NAME
2. POSITION HELD IN ORGANISATION CHART, PROPOSED FOR THIS WORK
3. DATE & PLACE OF BIRTH
4. NATIONALITY
5. EDUCATIONAL QUALIFICATION
6. SPECIAL COURSES UNDERGONE
7. TOTAL NO. OF YEARS EXPERIENCE
8. SUMMARY OF EXPERIENCE (TO BE SUBMITTED EMPLOYER WISE)

Sl. No.	Name of Employer Company	Name of Project	Positions Held	Major Activity	Years

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

**NO DEVIATION CERTIFICATE /
COMPLIANCE TO BID REQUIREMENT**

(To be submitted in Bidder's Letter Head)

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the TENDER Documents and Addendum to the TENDER Documents, if any, for subject work issued by Bridge And Roof Co. (I) Ltd.

We hereby further confirm that any terms and conditions if mentioned in our TENDER Application / offer shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

DETAILS OF P.F. REGISTRATION

Bidder to furnish details of Provident Fund Registration:

P.F. Registration No. :

District & State :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

(SIGNATURE OF BIDDER)

DECLARATION BY THE BIDDER
(To be submitted in Bidder's Letter Head)

We (**Name of the Bidder**) hereby represent that we have gone through and understood the tender Document, which in 02 (Two) Part in **Part-I** (Commercial Section and Technical Section) and **Part-II** (Schedule of Quantities of Rates) including Compliance to / Bid Requirement that our Bid / Tender has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Tender Document marked "Original" as part of our Bid / Tender duly signed and stamped on each page in token of our acceptance. We undertake that Tender Document (Part-I & Part-II) shall be deemed to form part of our bid and the event of award of work to us, the same shall be considered for constitution of Contract. Further, we shall sign and stamp each page of this document (Part-I & Part-II) including No Deviation Certificate/ Compliance to tender / Bid Requirement as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have gone through the Tender Documents, including PQ Criteria, All Techno-commercial Terms & Conditions, Schedule of Quantities & Rates (SOQR) and accordingly we have indicated Prices & uploaded in CPP Portal. We confirm that our quoted rates shall include the price for all works /activities / supply etc. as per the item description of the items in Schedule of Quantities & Rates.

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

Note: This Declaration should be signed by the Bidder's Representative who is signing the eNIT / Bid.

INTEGRATED BAR CHART

[To be submitted by Bidder(s) alongwith their offer]

Sl. No.	Description	MONTH-WISE DEPLOYMENT SCHEDULE										Total (Man Months)
		1	2	3	4	5	6	7	8	9	10	
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												

SIGNATURE OF BIDDER :

NAME OF BIDDER :

COMPANY SEAL :

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document duly filled in, signed & stamped checklist with each copy of the "Un-priced bid (Part – I)".

Please tick the box and ensure compliance:

- (A.1) Bid Forwarding Letter / Letter of Submission
Submitted
 - (A.2) Power of Attorney in Favour of the person who has signed the bid **on Stamp Paper of Appropriate value.**
Submitted
 - (A-3) Partnership Deed in case of partnership firm and Article of Association in case of limited company.
Submitted
 - (A-4) Deployment schedule of Supervisory Personnel as per Exhibit- EA
Submitted
 - (A-5) Deployment schedule of direct + indirect labour as per Exhibit- EB
Submitted
 - (A-6) Deployment Schedule of Construction Equipments as per Exhibit- EC
Submitted
 - (A-7) Details of Proposed Site Organization as per Exhibit- ED
Submitted
 - (A-9) Curriculum Vitae as per Exhibit- EE
Submitted
 - (A-10) No Deviation Certificate / Compliance to Bid Requirement as per Exhibit- EF
Submitted
 - (A-11) Bidder's Queries as per Exhibit – EG
Submitted
 - (A-12) Declaration regarding PF as per Exhibit- EH
Submitted
 - (A-13) Declaration by the bidder as per Exhibit – EI
Submitted
 - (A-14) Integrated Bar Chart as per Exhibit – EJ
Submitted
 - (A-15) All pages of the bid have been page numbered in sequential manner
Submitted
 - (A-16) Schedule - A To M alongwith relevant documents/certificates etc.
Submitted
- SIGNATURE OF BIDDER** :
NAME OF BIDDER :
COMPANY SEAL :

GENERAL CONDITIONS OF THE CONTRACT



GENERAL RULES AND DIRECTIONS

BRIDGE AND ROOF CO. (INDIA) LIMITED

**KANKARIA CENTRE (4TH & 5TH FLOOR),
2/1, RUSSEL STREET,
KOLKATA – 700071**

1. This Instruction to Bidder(s) will state the work to be carried out, as well as the date for submitting and opening tender(s) and the time allowed for carrying out the work, also the amount of cost of tender document & Earnest Money to be deposited by the tenderer along with their offer. The Performance Guarantee to be deposited by the successful tenderer and the amount of Retention Money to be deducted from bills.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so. Such Power of Attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where Contractors are described in their tender as a firm, in which case, the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. **The Bidder should quote as “above / below / at par (0%) in single percentage basis” as per the Price Bid format in the allotted space only.**

Amount for “Rate Only” item(s), if any, shall not be considered in Total Evaluation of Price. The percentage so derived shall be applicable on the value of the work executed as per the estimated rate mentioned in the Schedule of Quantities & Rates. Tenderers who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be liable for rejection.

In case the lowest tendered amount (Estimated Cost +/- Amount worked on the basis of percentage above / below / At par) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above / below / at par on the estimated cost of tender including sub-sections / sub-heads as the case may be, but the revised percentage quoted above / below / at par on estimated cost of tender including all sub-sections / subheads should not be higher than the percentage quoted at the time of submission of tender. The lowest tender will be decided on the basis of “Revised Offer(s)”.

In case any of such Contractors refuses to submit “Revised Offer(s)”, then it shall be treated as “withdrawal” of the tender before acceptance.

In case all the lowest Contractors those have quoted same tendered amount, refuse to submit “Revised Offer(s)”, then tender(s) are to be re-called.

5. The officer inviting tender or his duly authorized representatives will open tenders through CPP Portal (On-line) at the specific time, and a comparative statement will be generated from CPP Portal in a suitable form.
6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
8. i) **The Contractor whose tender is accepted shall be required to deposit an amount equal to 5% (Five Percent) of the contract value of the work as Performance Guarantee in the form of Demand Draft / Pay Order / Banker’s Cheque / an Irrevocable Bank Guarantee. In case Performance Guarantee bond in form of an Irrevocable Bank Guarantee shall be drawn from any Nationalized / Scheduled Bank in accordance with the form prescribed within Thirty (30) days from the date of issue of Letter of Intent (LOI).**

- ii) The Contractor, whose tender is accepted, will also be required to furnish security by way of Security Deposit / Retention Money for the fulfillment of the contract, an amount equal to **2.5% (Two Pint Five Percent)** of the tendered value of the work. The Security Deposit / Retention Money thus deducted at the rate of **2.5% (Two Pint Five Percent)** of the gross amount of each running and final bill of the Contractor till the sum deducted will amount to 2.5% of the tendered value of the work.

BG towards EMD deposited at the time of submission of tender, shall be released against submission of PBG (as per prescribed format) towards Performance Guarantee with validity upto defect liability period.

Recovery of Security Deposit / Retention Money shall commence only when the upto date amount of security deposit / retention money starts exceeding EMD amount submitted by the Contractor in form of DD / Pay Order / Banker's Cheque.

The Security Deposit / Retention Money deducted thereafter as above may be released against Bank Guarantee issued by a Scheduled Bank, on its accumulations to a **minimum of Rs. 25 Lakh** subject to the condition that amount of such bank guarantee, except last one, shall not be less than **Rs. 25 Lakh**. **Provided further that the validity of Bank Guarantee including the one given against the Earnest Money shall be in conformity with provisions contained in Clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.**

9. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
10. All taxes & duties (except GST) on material and all other incidental **expenditure including Environmental & Pollution Clearance Charges etc. if any** in respect of this contract shall be payable and arranged by the Contractor within their quoted rate and B AND R/Employer will not entertain any claim whatsoever in respect of the same.
11. The Contractor shall give a list of B AND R/ SMPK employees related to him, if any.
12. The tender for the work shall not be witnessed by a Contractor or Contractors who himself/ themselves has/ have tendered or who may has/ have tendered for the same work. Failure to observe this condition would render, tenders of the Contractors tendering, as well as witnessing the tender, liable to summarily rejected.
13. The tender for the work includes all Civil Work including electrical related to building work. The tenderer must associate himself with agencies, which are eligible to tender for electrical work etc.
14. The Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and B AND R/ Employer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
15. **BandR's Bank Details :**

Beneficiary Name : **Bridge And Roof Co. (India) Ltd.**
Bank Name : **State Bank of India**
Bank Address : **24, Park Street, Kolkata – 700016, (Contact No. 033-2229-6046 / 5461 / 6761 / 6762 / 2698)**
Cash Credit A/c No. : **10945133624**
IFSC Code No. : **SBIN007502**
SWIFT Code : **SBINBB108**
MICR Code : **700002120**
PAN No. : **AACB3166E**

16. **Communication & Billing Address :**

Bridge And Roof Co. (India) Ltd.
Kolkata Office

BRIDGE AND ROOF CO. (I) LIMITED

GENERAL CONDITIONS OF THE CONTRACT

Definitions:

1. The Contract means the documents forming the tender and acceptance thereof and the formal Agreement / Work Order (W.O.) executed between the competent authority on behalf of Bridge And Roof Co. (India) Ltd. and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Bidder / Tenderer** shall mean the firm / party who shall tender quotation to the Employer.
 - iv) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - v) The **Owner / Employer** shall mean “**SMPK, Govt. of India**” represented by Bridge And Roof Co. (India) Ltd. (hereinbefore / hereinafter referred to as B AND R) having their registered Office at Kankaria Centre, 2/1 Russel Street, Kolkata-700071.
 - vi) The **Engineer-in-Charge** means the Officer/Engineer nominated and authorized by B AND R for the time being, acting for and on behalf of the Employer for the purpose of operating the contract or any work covered there under.
 - vii) **Engineer** means the Officer / Engineer nominated and authorized by Engineer-in-charge to act on his behalf and performed any or all the functions of the Engineer-in-charge under the contract.
 - viii) **Accepting Authority** means Chairman Cum Managing Director (CMD) of B AND R.
 - ix) **Accepted Risk** are risks due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Employer of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.
 - x) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments

thereto issued upto the date of receipt of the tender.

- xii) **Tendered value** means the value of the entire work as stipulated in the Letter of Intent.
- xiii) **'Approval'** shall mean and include the written consent, either manuscript, type written or printed statement, under signature or seal, as the case may be, given from time to time by 'OWNER' or their authorized representative on documents, drawings or particulars in relation to this Tender.
- xiv) **'Commencement Date of Contract 'with** reference to work contract for actual execution of work shall mean the date on which the land for the work is handed over to Contractor or date of issuance of LOI by B AND R whichever is later.
- xv) **'Completion Period'** with reference to Work Contracts shall mean the period from the commencement date of contract to Physical completion of the Project.
- xvi) **'Contract '** shall mean this 'Agreement' including all exhibits hereto and all documents herein specification and amendments which the parties may here after agree in writing to be made to this Agreement..
- xvii) **'Coordinating Officer'** shall mean the official selected by 'Owner' to whom all the matter related to the Project shall be referred to by B AND R for views, decision, help, approvals etc as per Scope of service of the Contract and who shall provide and communicate such views decision, help, approvals etc to contractor on behalf of OWNER / B AND R.
- xviii) **'Design Engineering Consultant'** shall mean the Architect / Design Consultant appointed by the 'SMPK' to whom all the matters of engineering drawing, sketches showing plans, sections and elevation and corresponding detail schedule of item and quantities (DSR and Non – DSR items) related to the Project shall be provided to B AND R and to whom B AND R may approach for views, decision, help, approvals etc as per Scope of services of the Contract and who shall provide and communicate such views, decisions, help, approvals etc to B AND R.
- xix) **'Drawing'** shall mean and include engineering drawings, sketches, showing plans, section and elevation related to the Project together with modification and / or revision thereto.
- xx) **'Month'** shall mean calendar month.
- xxi) **'Project'** shall mean the **"Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal."**
- xxii) **'Project Completion'** with reference to Works Contract shall mean the readiness of all the works in all respects for use, after attending to minor repairs / adjustments.
- xxiii) **'SERVICES'** shall mean the responsibilities to be discharged by B AND R for fulfilling the obligations under the agreement.
- xxiv) **'SPECIFICATIONS'** shall mean and include schedules, detailed descriptions and statement of technical data, performance characteristics and standards as applicable and specified in the Works Contract.
- xxv) **'STANDARD'** – The goods and equipments, utilized for the works in the Project shall confirm to the standards mentioned in the Technical Specifications or such other standards, which ensure an equal or higher quality. When no application standard is mentioned, the authoritative standard appropriate to the Goods / Equipments utilized in the concerned Institution like Bureau of Indian Standards etc.
- xxvi) **'Test'** shall mean such process or processes to be carried out by B AND R as prescribed in the Works Contract in order to ascertain quality, workmanship, performance and efficiency of goods / equipments or part thereof.
- xxvii) **'WORDS'** in the singular include the plural and vice versa.

- xxviii) **'WRITING'** includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed form under or over signature or seal as the case may be.

Scope and Performance:

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The Contractor shall within 60 days from the date of LOI but in any case before submitting his first bill for payment, enter into and execute a contract agreement (to be prepared at the cost of the Contractor).

The Contract will be signed in original & duplicate and the Contractor shall be provided with one (1) signed original and the rest will be retained by B AND R. These General Conditions together with the specifications, tender drawings and technical particulars, tender date with subsequent agreed modification thereof, tender, all correspondences with B AND R and signed agreement and other supporting documents shall constitute the contract document(s). No variation or modification of terms and conditions of the contract documents or waiver of any of these terms and conditions shall be deemed valid unless agreed in writing and signed by B AND R and the Contractor.

The failure of either party to endorse at any time of the provisions of the contract or any right thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right that may have hereunder.

The contract shall in all respects be deemed to be and shall be construed and shall operate as an Indian contract as defined in the Indian Contract Act 1872 and all payments there under shall be made in Indian Rupees unless otherwise specified.

The contract shall be considered to come into force on the date of notification of Award by the B AND R to the Contractor which shall be in the form of a Letter of Intent.

The law applicable to the Contract shall be the law in force in India. The Calcutta High Court under this Contract shall have exclusive Jurisdiction in all matters arising under this Contract, including Arbitration Awards.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

- 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
- **Letter of Intent (LOI)**
 - **Schedule of Quantities & Rates (SOQR) and preamble to SOQR**
 - **Minimum Acceptable Limit**
 - **Construction Drawings (AFC Drawings)**
 - **Tender Drawing(s)**
 - **Technical Specification given in Tender**
 - **CPWD Technical Specification and other Technical Specifications / documents issued by B AND R**
 - **Relevant IS Code**
 - **Notice Inviting e-Tender (e-NIT)**
 - **Special Condition of Contract (SCC)**
 - **General Condition of Contract (GCC)**
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 9.0 The contractor shall be responsible for posting of security guards for safe guarding of plants & equipments, construction materials and other materials brought by him for construction. The safe guarding of B AND R's materials if any, B AND R's office are in the scope of contractor. The contractor shall include all the above cost in their quoted rate.

CLAUSES OF CONTRACT

CLAUSE 1 [As per Cl. No. 5.2 ,Page-33, CPWD- Works Manual 2020 and Cl. No. 1, Page-12, of CPWD GCC 2020]

- i) The Contractor shall submit an Irrevocable Performance Guarantee of **5% (Five Percent)** of the Contract Value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within **30 (Thirty) days** or specified in **Schedule – F** i.e. from the date of issue of Letter of Intent (LOI). This period can be further extended by Engineer-in-Charge upto a maximum period on written request of the Contractor stating reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge.
- ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus minimum 06 months beyond that. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be further extended upto Defect Liability Period (i.e. This period shall be **one year (12 months)** from the date of completion & handing over or possession of Occupancy Certificate from Local Authority, whichever is later without any interest) plus 90 days and shall be returned to the Contractor after Defect Liability Period.

The Contractor at his own cost shall arrange to keep BG valid upto completion of work in case the work is not completed within stipulated period of completion. Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the contract and forfeiture of EMD.

- iii) The Engineer-in-Charge shall make a claim under the Performance Guarantee except for amounts to which SMPK / B AND R is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the Contractor to pay SMPK / B AND R any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the serving of notice to this effect by Engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of SMPK / B AND R.
- v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a Provisional Completion Certificate shall be recorded by the Engineer-in-Charge of B AND R. The Provisional Certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the Engineer-in-charge of B AND R with the approval of Competent Authority, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services / other work, then 40% of Performance Guarantee shall be returned to the Contractor, without any interest after recording the Provisional Completion certificate.

CLAUSE 1A

Recovery of Retention Money /Security Deposit:

The person/persons whose tender(s) may be accepted (hereinafter called the Contractor) shall permit B AND R at the time of making any payment to him for work done under the contract to deduct a sum deducted at the rate of **2.5%(Two Point Five Percent)** of the gross amount of each running & Final bill, till the sum along with the

sum already deposited as earnest money, will amount to Retention Money of **2.5% (Two Point Five Percent)** of the tendered amount of the work. Such deductions will be made and held by B AND R by way of Retention Money.

The Security Deposit / Retention Money deducted thereafter as above may be released against Bank Guarantee issued by a scheduled bank, on its accumulations to a **minimum of Rs. 25 Lakh** subject to the condition that amount of such bank guarantee, except last one, shall not be less than **Rs. 25 Lakh**. **Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.**

All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from any sums which may be due to or may become due to the Contractor by B AND R on any account whatsoever and in the event of his Retention Money being reduced by reason of any such deductions, the Contractor shall within 10 days make good in the form of demand draft of a scheduled bank issued in favour of Bridge and Roof Co. (India) Limited payable at Kolkata, any sum or sums which may have been deducted from his Retention Money. The Retention Money shall be collected from the running bills of the Contractor at the rates mentioned above.

CLAUSE 2

Compensation for Delay

If the Contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion, as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to B AND R on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer-in-charge (B AND R) (whose decision in writing shall be final and binding) may decide on the amount of accepted tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work **Delay in Commissioning:** 2% of the Contract Price per month of delay, subject to maximum upto 10% of the Contract Price unless Extension of Time (EoT) is allowed by SMPK or its authorized representative.

Delay in CMC: Penalty is at the rate of INR 16000/- per Hour per MW from the intimation of defect/ rectification to be done till its rectification by the contractor.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% (Ten Percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in **Schedule 'F'** for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in **Schedule 'F'** during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer-in-Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that Compensation during the progress of work before the justified extended date of Completion for delay under this clause shall be for non-achievement of Sectional Completion or part handing over of work on

stipulated / justified extended date for such part work or if delays affects any other works / services. This is without prejudice to right to action by the Engineer-in-Charge under Clause 3 for delay in performance and claim of Compensation under this Clause.

In case action under Clause 2 has not been finalized and the work has been determined under Clause 3, the right of action under this Clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the Authority in Schedule – F, after the consideration of justified extension. The Compensation for Delay, if not decided before the determination of contract, shall be decided after of determination of Contract.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other Contract with SMPK / B AND R. In case, the Contractor does not achieve a particular milestone mentioned in **Schedule – F** or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3

When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the Contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv) If the Contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him on behalf by the Engineer-in-Charge.
- v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer in-Charge on behalf of the Employer / SMPK / B AND R shall have powers:
 - a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Retention Money / Security Deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the B AND R.
 - b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :

- | | | |
|---|---|----------|
| (i) If the Tendered value of work is up to Rs. 1.00 Cr. | : | 15 days. |
| (ii) If the Tendered value of work is more than 1.00 Cr. and up to Rs. 10 Cr. | : | 21 days. |
| (iii) If the Tendered value of work exceeds Rs. 10 Cr. | : | 30 days. |

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the Contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the Contractor, or procured by the Contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the Contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the **Schedule 'F'** or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in **schedule 'F'** or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the SMPK / B AND R without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within 07 (Seven) working days of award of work and in consideration of

- a) Schedule of handing over of site as specified in the **Schedule 'F'**
- b) Schedule of issue of designs as specified in the **Schedule 'F'** (if applicable)

(i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 07 (Seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(i) In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

(ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per **Schedule – F** to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:

- i) force Majeure, or.
- ii) abnormally bad weather, or.
- iii) serious loss or damage by fire, or.
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v) delay on the part of other Contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or.
- vi) any other cause like above, which in the reasoned opinion of the Engineer-in-Charge (EIC) is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or re-scheduling of milestone(s) if any for events listed in Sub-clause 5.2.

- 5.3 In case the work is hindered by the Department or for any reason/event, for which the Department is responsible, the authority as indicated in **Schedule 'F'** shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

- 5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI of CPWD's Manual) or Form of application by the contractor for seeking extension of time (Appendix -XVII of CPWD's Manual) respectively to the authority as indicated in **Schedule 'F'**. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in **Schedule 'F'** shall be made on per day basis in case of delay in submission of the revised programme.

- 5.4.1 In any such case the authority as indicated in **Schedule 'F'** may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer-in-Charge shall finalize / reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in **Schedule 'F'** in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time EIC after affording opportunity to the Contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

- 5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge (EIC) may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6

Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size **or suitable size as per direction of EIC** so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the

Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to **10% of Awarded Value** or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over **10% of Awarded Value**, the interim or running account bills shall be submitted by the Contractor for the work executed on the basis of such recorded measurements giving abstract and detailed measurements on the format approved by the Engineer-in-Charge in six copies on or before the date of every month fixed for the same by the Engineer-in-Charge. The Contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in **Schedule 'F'**, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the Contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid within **30th to 60th day** after the day of presentation of the complete bill by the Contractor to the Engineer-in-Charge, **subject to availability of fund from Owner i.e. SMPK Authority.**

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge of B AND R in his sole discretion on the basis of a certificate from B AND R to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum on the advance payment made shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in Composite Contracts

In case of composite tenders, running payment for the major component shall be made by EIC of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 8

Completion Certificate and Completion Plans.

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Contractor(s) and cleaned off the dirt from all wood work, door, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Contractor fails to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plans for internal and external Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

- Detailed as-built drawings **4 (four) sets** for all the works carried out by the Contractor.
- Certificates of satisfactory performance test carried out for the various works.
- Guarantee/ Operation & Maintenance Manual shall be supplied by the vendor. (if required)

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (Zero point One Percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by B AND R as mentioned in Schedule – F and in this respect the decision of the B AND R shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative.

CLAUSE 9A

Payment of Contractor's Bills to Bank

Contractor shall raise monthly R/A Bills substantiating all the requisite documents within 1st week of every month for the work done during the last month. This bill shall be checked and certified by B AND R. After necessary checking, review and finalization, this certified bill shall be furnished to SMPK Authority and the Payment will be released within 60 days from the date of certified bill by B AND R, **subject to availability of fund from Owner i.e. SMPK Authority.**

Payments due to the Contractor shall be released in the form of RTGS/NEFT in favour of the Contractor. Bank charges, if any, to be on Contractor's account and the Contractor shall submit the following details to the company.

- i) Name of the company
- ii) Name of Bank
- iii) Name of Bank Branch
- iv) City
- v) Account Number
- vi) Account Type
- vii) IFSC Code of the Bank Branch
- viii) MICR Code of the Bank Branch

CLAUSE 10A

Materials to be provided by the Contractor

The Contractor shall, at his own expense, provide all materials, required for the works, other than those which are stipulated to be supplied by SMPK / B AND R.

The Contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The Contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-

Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The Contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The Contractor shall at his own expenses, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in **Schedule – F**.

CLAUSE 10B

i) Secured Advance on Materials

NOT APPLICABLE

ii) Mobilization Advance

NA

iii) Interest & Recovery

NA

CLAUSE 10C

Payment on Account of Increase in Prices / Wages due to Statutory Order(s)

NOT APPLICABLE

CLAUSE 10CA

Payment due to variation in prices of materials after last date of submission of tender

NOT APPLICABLE

CLAUSE 10CC

Payment due to Increase / Decrease in Prices / Wages (excluding materials covered under clause 10 CA) after submission of Tender for Works

NOT APPLICABLE

CLAUSE 10D

Dismantled Material Govt. Property

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as SMPK's property and such materials shall be disposed off to the best advantage of SMPK according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the Contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in **Schedule 'F'** or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates of any other printed publication referred to elsewhere in the contract.

The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviations/Variations Extent and Pricing

The Engineer -in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12..1 The time of completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviation, Extra Items and Pricing

In case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market

rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, Deviated Quantities, Pricing

In the case of contract items which exceed the limit laid down in **Schedule F**, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in- Charge shall be final and binding on the contractor, and shall not be arbitrable.

- 12.3 In the case of contract items which exceed the limit laid down in **Schedule F**, the Engineer-in- Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the abovementioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in- Charge shall be final and binding on the contractor, and shall not be arbitrable.
- 12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) Employer shall have option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by employer, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the

custody of the Contractor.

- iii) Reasonable compensation for transfer of T & P from site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- iv) Reasonable compensation for repatriation of Contractor's site staff and imported labour to the extent necessary.

The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of Contractor's materials at site taken over by Employer as per item (ii) above. Provided always that against any payments due to the Contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by Employer from the Contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If Contractor :

- i) at any time makes default during currency of work or does not execute any part of the work with the due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- ii) commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 working days even after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

Fails to complete the works or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge; or

- iii) The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by B AND R/SMPK Authority because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Employer (SMPK / B AND R) in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Employer (SMPK / B AND R) as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Owner in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15

Suspension of Work

- i) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge (**All final decisions / finalizations are subject to the approval of Client / Owner i.e. SMPK**), suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :
 - a) on account of any default on the part of the Contractor or;
 - b) for proper execution of the works or part thereof for reasons other than the default of the Contractor; or
 - c) for safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii) If the suspension is ordered is ordered for reasons (b) and (c) in sub-para (i) above:
 - a) the Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the Contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Contractor. Provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Employer or where it affects whole of the works, as an abandonment of the works by Employer, shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the contract by Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months. All final decisions/finalizations are subject to approval from Owner/ i.e. SMPK Authority.

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized Representative of the work and all the superior officers, Officers of Employer, officer of the Quality Control Organization of the Employer including Third party inspection and of the Chief Technical Examiner's Office, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as is they had been given to the Contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in-charge of the work or to the Chief Engineer-in-Charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.

CLAUSE 17

Contractor Liable for Damages, defects during Defect Liability period

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from

any cause whatever or if any defect, shrinkage or other faults appear in the work **within 12 (Twelve) months** after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his retention money or the proceeds of sale thereof or of a sufficient portion thereof. The Retention Money of the Contractor shall not be refunded before the expiry of **twelve months** after handing over or completed work to owner i.e. SMPK Authority without any interest, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The Contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted as stipulated in **Schedule-F** and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted, from any money due to the Contractor, under this contract or otherwise and/or from his retention money or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 18A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, Employer will recover from the Contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the retention money or from any sum due by Employer to the Contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the Contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence in contesting such claim.

CLAUSE 18B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Employer from time to time for the protection of health and sanitary arrangements for workers employed by Employer. Contractors, Employer will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Employer shall be at liberty to recover such amount or any part thereof by deducting it from the retention money or from any sum due by Employer to the Contractor whether under this contract or otherwise Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion. **The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.**

The Contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

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

CLAUSE 19B

Payment of Wages

Payment of wages:

- i) The Contractor shall pay to labour employed by him either directly or through sub Contractors, wages not less than fair wages as defined in the B AND R Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- ii) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this contract, the Contractor shall comply with or cause to be complied with the Central Public Works Employer Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions non-authorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- b) Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31.12.1979 as amended from time to time

are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v) The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The Contractor shall indemnify and keep indemnified Employer against payments to be made under and for the observance of the laws aforesaid and the B AND R Contractor's Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per B AND R/relevant Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in **Schedule – F** for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

CLAUSE 19D

The Contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- 1) the number of labourers employed by him on the work.
- 2) their working hours
- 3) the wages paid to them
- 4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the Contractor shall be liable to pay to Employer, a sum as decided by the authority mentioned in **Schedule – F** for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the Contractor; the amount levied as fine and be binding on the Contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this contract, the Contractor shall comply with or cause to be complied with all the rules framed by Employer

from time to time for the protection of health and sanitary arrangements for workers employed by the Employer and its Contractors.

CLAUSE 19F

Leave and pay during leave shall be regulated as follows:

1. Leave :
 - i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks upto and including today of delivery and 4 weeks following that day,
 - ii) in the case of miscarriage – upto 3 weeks from the date of miscarriage.
2. Pay :
 - i) in the case of delivery – leave pay during maternity leave will be at the rate of the women’s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she given notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The Contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19G

In the event of the Contractor(s) committing a default or breach of any of the provisions of the Central Public Works Employer, Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Employer a sum as decided by the authority mentioned in **Schedule – F** for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the Contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as decided by the authority mentioned in **Schedule – F** per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing and complying with the provisions of the B AND R Contractor’s Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the Contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the Contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been erected or

constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

CLAUSE 19H

The Contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- i) a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft) and the floor area to be provided with be at the rate of 2.7 sq.m (30 sq.ft.) for each member of the worker's family staying with the labourer.
- b) The Contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- c) The Contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The Contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
- b) The Contractor(s) shall provide each hut with proper ventilation.
- c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- iii) **Water supply** – the Contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The Contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- iv) The site selected for the camp shall be high ground, removed from jungle.
- v) **Disposal of Excreta** – The Contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the Contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid direct by him to the Municipality/ authority.

The Contractor shall provide one sweeper for every eight seats in case of dry system.

- vi) **Drainage** – The Contractor(s) shall provide efficient arrangements for draining away silage water so as to keep the camp neat and tidy.
- vii) The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) **Sanitation** – The Contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

The Engineer-in-Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractors' employ the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements. In respect of Maintenance / Repair or Renovation Works etc. where labour have an easy access to the individual houses, the contractor shall issue identity card to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19J

It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor.

However, the Engineer-in-charge of B AND R, through a notice, may require the Contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

Employment of skilled/semi skilled workers

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in **Schedule – F** per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crore.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) Norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of Skilled / Semi Skilled tradesmen.

For work costing more than Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for

certification at the level of skilled / semi skilled tradesmen. The cost of such training as stated above shall be borne by the Employer. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.

CLAUSE 19L
Contribution of EPF and ESI

The ESI and EPF contributions on the part of Contractor on actual basis in respect of this contract shall be paid by the contractor. These contributions on the part of the Contractor paid by the contractor are inclusive of Quoted rates on actual basis. **The applicable and eligible amount of EPF&ESI shall be intimated to EIC within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.**

CLAUSE 20
Minimum Wages Act to be Complied with

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21
Work not to be sublet. Action in case of insolvency

The Contractor shall not assigned or sublet without the written approval of the Engineer-in-Charge. And if the Contractor shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23
Changes in firm's Constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24
Life Cycle Cost

The Contractor shall have obligation to rectify construction defects minimum upto 5 (Five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding three months after issue of notice by Engineer-in-Charge.

CLAUSE 25
Settlement of Disputes & Arbitration

B AND R confidently feel that there shall not arise any disputes or differences during execution and completion of the order / Contract by the Contractor(s).

However, in the event of any dispute arising between the Company and the Contractor (hereinafter referred individually as "the Party" and collectively as "the Parties"), concerning the interpretations of any terms and conditions of the Contract and / or contractual obligations / performance / liabilities / responsibilities of the Parties to the said Contract, the disputing Party shall refer the matter to the other Party for holding a mutual discussion for resolving the dispute. In case the Parties fail to arrive to any settlement through mutual discussion, either of the Parties may avail the following remedies :

Resolution of Dispute through Conciliation :-

Any party may refer the dispute for Conciliation under Rules of Conciliation and Arbitration under SCOPE Forum of Conciliation and Arbitration (SFCA), 2003 and amendments made thereto from time to time. (hereinafter referred as "the Rules") by making application to the Secretariat of the SCOPE Forum.

The Party initiating conciliation shall send to the other party a written invitation to conciliate under the Rules, briefly identifying the subject matter of the dispute.

The settlement so rendered between the Parties in pursuance thereof shall be final and binding on the Parties.

If the other party rejects the invitation, there will be no conciliation proceedings at all.

Resolution of Dispute through Arbitration :-

In case the dispute is not settled by conciliation within 30 days of the initiation of conciliation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by Arbitration, in accordance with the Rules of Arbitration of SCOPE Forum of Conciliation and Arbitration, 2003 and amendments made thereto from time to time.

The entire proceedings of Arbitration shall be governed under the Arbitration and Conciliation Act, 1996.

The venue of Arbitration shall be mutually decided by the Parties.

In case the Parties do not agree for resolution of dispute through Conciliation and Arbitration by the above-mentioned SCOPE Forum, the disputing Party shall opt for stipulated rules laid down under the Arbitration and Conciliation Act, 1996.

The Contract and the Parties therein shall be governed under the jurisdiction of Calcutta High Court.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts and commercial agreements (except Income Tax, Customs, Excise duty and also concerning DPCL) between company (B AND R) and any other Public Sector Undertaking/Government Department/Bank/Port Trust etc., such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary of the Government of India in-charge of the Department of Public Enterprises. **The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.** The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as mentioned above, which is as per O.M. No. 4(1)/2011-DPE(PMA)GL dated 12.06.2013. of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.

JURISDICTION:

In regard to all disputes or claims arising out of this Contract of whatever nature, only the **High Court at Calcutta** shall alone have the exclusive jurisdiction.

CLAUSE 26

The Contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump sum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per State / District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of sums due from Contractor

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the retention, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Employer shall be entitled to withhold the retention money, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the retention being insufficient to cover the claimed amount or amounts or if no retention has been taken from the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same contract or any other contract with Employer or any contracting person through the Employer pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Employer

shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the Contractor, with any interest thereon whatsoever.

Provided that the employer shall not be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment or any sum paid short where such payment has been agreed upon between the Employer on the one hand and the Contractor on the other under any term of the contract permitting payment for work after assessment by the Employer.

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including the retention money returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with Employer or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

CLAUSE 29B

Employment of coal mining or controlled area labour not permissible

The Contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the Contractor shall employ imported labour only i.e., deposit imported labour or labour imported by Contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that Employer price shall be paid to the labour by the Contractor.

The Contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the Contractor liable to pay to Employer a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation : - Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara – a Sub -Division under Santhal Pargana Commissionery, Districts of

Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30

Unfiltered water supply

The Contractor(s) shall make his/their own arrangements for water required for the work by providing bore wells within the site of work with required discharge capacity to fulfill their requirement of construction water and nothing extra will be paid on this account. This will be subject to the following conditions:

i) That the water used by the Contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

CLAUSE 30A

Alternate Water Arrangements

Deleted

CLAUSE 31

Hire of Plant & Machinery

The Contractor shall arrange at his own expense all tools, plants, machinery and equipments (herein after referred to as T&P) required for execution of the work.

CLAUSE 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

i) The Contractor shall immediately after receiving the letter of Intent and before commencement of work provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Contractor shall intimate in writing to the Engineer -in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work, minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in **Schedule 'F'**. Even if the Contractor (or Partner(s) in case of firm / company) is himself / herself an Engineer, it is necessary on the part of the Contractor to Employ principal technical representative / technical representative(s) as per the stipulation in **Schedule – F**.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the Contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the Contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the Contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the Contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/ themselves, as required, to the Engineer-in-Charge and/or his designated representative, to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the Contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/ test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the

Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurement/ test checked measurements. The representative(s) shall not look after other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the Contractor as specified in **Schedule 'F'** and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the Contractor. Further if the Contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the technical representative(s) along with every one account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The Contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The Contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 33

Levy/Taxes payable by Contractor

- i) **TAXES AND DUTIES:**

The Sub-Contractor should be registered with GST authority, Sub-Contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (Except Goods and Services Tax) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/taxes to be imposed on procurement of materials for execution of works contract.

GST-TDS:

GST-TDS will be deducted by cash at source from Sub-Contractor's Invoice value before GST under GST Law w.e.f. 01.10.2018 as per Govt Notification No.50/2018-Central Tax dated 13.09.2018 for Taxable Services as per Act & Rules framed there under at such rates as may be applicable from time to time.

- ii) **ROYALTY :**

Payment of Royalty will be the responsibility of the Contractor within his quoted price every month the Contractor shall submit Royalty paid challan issued by the Competent Authority for Stone chips and Sand purchased by the Contractor and used in the job. It is mandatory for the Contractor to submit to the Company Royalty Certificate from the Mining Department before release of final bill payment due to him.

- iii) **THIRD PARTY INSURANCE :**

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities under Clause hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the Employer, or to any person, including that of the Employee of the employer, by or arising out of the execution of the works or in the carrying out of the contract.

Minimum Amount of Third Party Insurance :

Such insurance shall be effected with an insurer and in terms approved by the Company, which approval shall not be unreasonable with-held, and for atleast the amount stated in the sub para (iv) hereunder. The Contractor shall whenever required, produced to the Engineer-in-Charge the policy or policies of insurance and the receipts of payment of the current premiums.

Provision to Indemnify Employer :

The terms shall include a provision whereby, in the event of any claim in any respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the Company, the insurer will indemnify the Company against such claims and any cost, charges and expenses in respect thereof.

Amount of Such insurance shall be decided by our Engineer-in-Charge, Whose decision in this regard shall be final & binding upon the Contractor.

iv) **INSURANCE :**

Before commencing the execution of work, the Contractor shall , without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the B AND R, proper Contractor's All Risk Insurance Policy (CAR) for an amount 1.25 times the contract amount for this work, with Employer as the first beneficiary. The insurance shall be obtained in joint names of Employer and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the Employer, a third party Insurance Policy for maximum Rs. 2.50 Lac for each accident, with the Employer as the first beneficiary. The Insurance shall be obtained in joint names of Employer and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar insurance Policies are also taken by his Sub-Contractors / specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub-contractors / specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance / letter of indent of the tender and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies alongwith Certificate of these Insurance Policies being valid, along documentary evidences as required by the Employer. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the Contractor on these accounts.

v). **OTHER TAXES & LEVIES**

Any other taxes and duties viz. Entry Tax, Octroi, Seignior age, Licenses, Deposits, Royalty, Cess (Labour & Swachh Bharat), Stamp Duty, other charges/levies, etc. prevailing/applicable on the date of opening of technical bids and any variation thereof during the tenure of the contract are in the scope of bidder. In case B AND R is forced to pay any such taxes, B AND R shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.

However in case of difference of cost due to variation in the existing taxes & duties, made by the competent / statutory authority in the post order stage, the same shall be forwarded to B AND R's client based on contractor's appeal with documentary evidences such as notifications, payment certificates, challan etc The same shall be jointly pursued with the client (here it is **SMPK Authority**) in good faith and in case of acceptance / payment , made by client on this account, the same shall be passed on to the contractor proportionately. All other conditions shall remain unaltered as specified in the Tender document.

vi). **NEW LEVIES / TAXES**

In case Government imposes any new levy /tax after award of the work during the contractual tenure of the contract, B AND R shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of B AND R that such new levy/tax is applicable to this contract. Other than works contract service, all services are taxable under service tax rules.

vii) **LABOUR CESS**

Payment of Labour Cess is within the scope of the contractor and shall be included in their quoted rates.

CLAUSE 34

Conditions for reimbursement of levy / taxes if levied after receipt of tenders

- (i) All tendered rates shall be inclusive of all taxes and levies (except GST) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Authority of SMPK (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35

Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, B AND R shall have the option of terminating the contract without compensation to the Contractor.

CLAUSE 36

If relative working in Employer then the Contractor not allowed to tender

The Contractor shall not be permitted to tender for works in the Employer on circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Executive Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the Employer. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of this Employer. If however the Contractor is registered in any other Employer, he shall be debarred from tendering in Employer for any breach of this condition.

Note: By the term "Near relatives" is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 37

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Employer of the Government of India shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the Contractor's service, as the case may be.

CLAUSE 38

Theoretical Conception of Material

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the SE/ Superintending Engineer cum PD/ CE/ CPM cum ED regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

- (ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the Contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be concerned for a higher amount. The Contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the Contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

CLAUSE 40

Apprentices Act provisions to be complied with

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Employer may, in his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 41

Release of Retention Money after Defect Liability Period

Retention money of the work shall be refunded to the Contractor after completion of work. Additionally, if required by Engineer-in-Charge of B AND R, the Contractor has to produce a clearance certificate from the Labour Officer for release of retention money completion of work. As soon as the work is virtually complete the Contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the Contractor in respect of the work. If no complaint is pending, on record till expiry of defect liability period / operation & maintenance period and / or no communication is received from the Labour Officer to this effect till expiry of defect liability period, it will be deemed to have received the clearance certificate and the Retention money will be released after completion of Defect Liability Period.

B AND R'S SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{2}$ to 1 (1.4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate

use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned :- The following safety equipment shall invariably be provided.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the Contractor shall ensure that the following safety measure are adhered to:
 - a) Entry for workers into the line shall not be allowed except under supervision of the engineer of B AND R or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and given indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer -in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- K) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- L) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the

manhole.

- m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer -in-Charge regarding the steps to be taken in this regard is an individual case will be final.
- iv) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the Contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii) (i) of Central Public Works Employer Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product contained lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Employer.
 - viii) Employer may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near nay place where there is risk of drowning, all necessary equipments should be

provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of Employer's machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the Employer or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by B AND R or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of the Employer in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:
 - a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments :

1. 6 small sterilized dressings.
 2. 3 medium size sterilized dressings.
 3. 3 large size sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
 6. 1 (30ml.) bottle containing salvolatile having the does and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50 Each first-aid box shall contain the following equipments:

1. 12 small sterilized dressings.
2. 6 small size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6(15 gms.) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the does and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. 12 small sterilized dressings.

A bottle of suitable surgical antiseptic solution.

- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
 - iv) Nothing except the prescribed contents shall be kept in the First-aid box.
 - v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
 - vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
 - vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
 - viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.
4. **DRINKING WATER**
- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. **LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely :
 - a) Where female are employed there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- ii) Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times. b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta : Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

- ix) The Contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm (6 sqft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The Contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The Contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labours numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the Contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft.) per diner to be accommodated as prescribed in sub-Rule 9.
- xi) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
- 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
- b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- 2. A service counter, if provided, shall have top of smooth and impervious material.
- 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 - a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. **ANTI-MALARIAL PRECAUTIONS**

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. **AMENDMENTS**

B AND R may, from time to time, add to or amend these rules and issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Employer's Labour Regulations

1.0 SHORT TITLE

These regulations may be called the B AND R's Labour Regulations.

2.0 DEFINITIONS:

- i) **Workman** means any person employed by the Contractor directly or indirectly through a sub-Contractor with or without the knowledge of B AND R to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:
 - a) Who is employed mainly in a managerial or administrative capacity: or.
 - b) Who, being employed in a supervisory capacity drawn wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or.
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the employer to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the employer.

No person below the age of 18 years shall be employed to act as a workman.

- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a sub-contractor.
- iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3.0 i) Normally working hours of an adult employee should not exceed 9 hours a day.

The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the Wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same Contractor for a continuous period of not less than 6 days.
- c) Where a Contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before

or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4.0 **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5.0 **PAYMENT OF WAGES**

- i) The Contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a Contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the Contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-Charge under acknowledgement.
- x) It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representative of the Engineer-in-Charge of B AND R who will be required to be present at the place and time of disbursement of wages by the Contractor to workmen.
- xi) The Contractor shall obtain from the authorized representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No. _____ has been paid to the workman concerned in my presence on _____ at _____.

6.0 **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e) Any other deduction which the Central Government may from time to time allow.
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note : An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.

- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7.0 LABOUR RECORDS

- i) The Contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV).
- ii) The Contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- iii) The Contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- iv) **Register of accident** – The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

Full particulars of the labourers who met with accident

Rate of Wages

- a) Sex
- b) Age
- c) Nature of accident and cause of accident
- d) Time and date of accident
- e) Date and time when admitted in Hospital
- f) Date of discharge from the Hospital
- g) Period of treatment and result of treatment

- h) Percentage of loss of earning capacity and disability as assessed by Medical Officer
 - i) Claim required to be paid under Workmen's Compensation Act
 - j)) Date of payment of compensation
 - k) Amount paid with details of the person to whom the same was paid
 - l) Authority by whom the compensation was assessed
 - m) Remarks.
- v) The Contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) rules 1971 (Appendix-XI).
- The Contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- vi) The Contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (F&A) rules 1971 (Appendix-XII).
 - vii) The Contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
 - viii) The Contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) rules 1971 (Appendix-XIV).

8.0 **ATTENDANCE CARD-CUM-WAGE SLIP**

- i) The Contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen format (Appendix-VII).
- ii) The card shall be valid for each wage period.
- iii) The Contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The Contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The Contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9.0 **EMPLOYMENT CARD**

The Contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10.0 **SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the Contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX).

11.0 **PRESERVATION OF LABOUR RECORDS EMPLOYMENT CARD**

All records required to be maintained under Regulations Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

12.0 **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Contractor or Sub-Contractor in regard to such provision.

13.0 **REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge of B AND R indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-charge of B AND R after obtaining the approval from competent authority of B AND R on such appeal.

- i) The Engineer-in-charge of B AND R shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the competent authority of B AND R as the case may be.

14.0 **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the General Manager of B AND R concerned within 30 days from the date of decision, forwarding simultaneously a copy of this appeal to the Engineer-in-charge of B AND R concerned but subject to such appeal, the decision of the officer shall be final and binding upon the Contractor.

15.0 **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16.0 **INSPECTION OF BOOKS AND SLIPS**

The Contractor shall allow inspection of all the prescribed labour records to any of this workers or to his agent at a convenient time and place after due notice is received to the Labour Officer or any other person, authorized by B AND R on his behalf.

17.0 **SUBMISSION OF RETURNS**

The Contractor shall submit periodical returns as may be specified from time to time.

18.0 **AMENDMENTS**

B AND R may from time to time add to or amend the regulations and on any question as to the application/ Interpretation or effect of those regulations the decision of the Engineer-in-charge of B AND R concerned shall be final.

REGISTER OF MATERNITY BENEFITS

Name and address of the Contractor

Name and location of the work

Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				
In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO
THE CONTRACTOR'S LABOUR**

Name and address of the Contractor :

Name and location of the work :

1. Name of the woman and her husband's name
2. Designation
3. Date of appointment
4. Date with months and years in which she is employed
5. Date of discharge/ dismissal, if any
6. Date of production of certificates in respect of pregnancy
7. Date on which the woman informs about the expected delivery
8. Date of delivery/ miscarriage/ death
9. Date of production of certificate in respect of delivery/ miscarriage
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery
11. Date with amount of subsequent payment of maternity benefit
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the Contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Labour Board

Name and work : _____

Address of Contractor

Name and address of Employer : _____

Name of Employer's Labour Officer : _____

Address of Employer's Labour Officer : _____

Name of Labour Enforcement Officer : _____

Address of Labour Enforcement Officer : _____

Sl. No.	Category	Minimum Wage fixed	Actual Wage paid	Number present	Remarks

Weekly holiday : _____

Date of payment of wages : _____

Working hours : _____

Rest interval : _____

Muster Roll

Name and address of Contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____ For the Month of fortnight _____

S.No.	Name of Workman	Sex	Father's/ Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Register of wages

Name and address of Contractor _____

Name and address of establishment under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____ Wages Period : Monthly/ Fortnightly

Amount of wages earned

Sl. No.	Name of Workman	Serial No. in the register of workman	Designation nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate	Basic wages	Dearness allowances	Overtime	Other cash payments (Indicate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of Contractor or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage Card No. _____

Wage Card

Name and address of Contractor _____ Date of Issue _____

Name and location of work _____ Designation _____

Name of workman _____ Month / Fortnight _____

Rate of Wages _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Morning																																	Rate
Evening																																	Amount
Initial																																	

Received from _____ the sum of Rs. _____ on account of my wages

The Wage Card is valid for one month from the date of issue

Signature

Wages Slip

Name and address of Contractor : _____

Name and Father's/ Husband's name of workman: _____

Nature and location of work : _____

For the Week/ Fortnight/ Month ending : _____

1. No. of days worked : _____

2. No. of units worked in case of piece rate workers: _____

3. Rate of daily wages/ piece rate : _____

4. Amount of overtime wages : _____

5. Gross wages payable: _____

6. Deduction, if any : _____

7. Net amount of wages paid : _____

Initials of the Contractor or his representative

Employment Card

Name and address of Contractor _____

Name and address of establishment in/under which contract is carried on _____

Name of work and location of work _____

Name and address of Employer _____

Name of the workman _____

Sl.No. in the register of workman employed _____

Name of employment/ designation _____

Wage rate (with particulars of unit in case of piece work) _____

Wage period _____

Tenure of employment _____

Remarks _____

Signature of Contractor

Service Certificate

Name and address of Contractor _____

Name and location of work _____

Name and address of workman _____

Age or date of birth _____

Identification marks _____

Father's/Husband's name _____

Name and address of establishment in under which contract is carried on _____

Name and address of Employer _____

S.No.	Total Period for which employed		Nature of Work Done	Rae of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1		2	3	4	5

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with Labour Regulations of Contractor's of B AND R to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the Contractors beside a business or property of CPWD.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the CPWD or of the Contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Employer and for which the Contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous section of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Register of Fines

Name and address of Contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____

S.No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date of which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Register of Deduction for Damage or Loss

Name and address of Contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____

S.No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of instalments	Date of recovery		Remarks
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Register of Advances

Name and address of Contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____

S.No.	Name of Workman	Father's/ Husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date of amount of each installment repaid	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Register of Overtime

Name and address of Contractor _____

Name and address of establishment in under which contract is carried on _____

Nature and location of work _____

Name and address of Employer _____

S.No.	Name of Workman	Father's/ Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

PROFORMA OF SCHEDULES: A TO F

SCHEDULE 'A' : Financial Bid (in Percentage Rate): to be uploaded in CPP Portal for Techno-Commercially Recommended Bidder for ON-LINE Bidding.

SCHEDULE 'B'

Schedule of materials to be issued to the Contractor : NIL

SCHEDULE 'C'

Tools and plants to be hired to the Contractor : NIL

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any : NIL

SCHEDULE 'E'

Reference to General Conditions of Contract : General Conditions of Contract (GCC) -2020 as amended / modified upto the last date of submission of Bid as well as mentioned in this e-NIT Tender.

Name of Work: Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.

Assessed Value of work : **As per Table - 1**

- i) Cost of Tender Document : **As per Table - 1**
- iii) Performance Bank Guarantee : 5% of Contract Amount
- iv) Security Deposit / Retention money : 2.5% of each running & final bill upto 2.5% of Contract Value to be deducted.
- v) Time of Completion : 10 (Ten) months to be reckoned from the date of issue of Letter of Intent or handing over of the site whichever is later.

- vi) Compensation for delay : **Delay in Commissioning:** 2% of the Contract Price per month of delay, subject to maximum upto 10% of the Contract Price unless Extension of Time (EoT) is allowed by SMPK or its authorized representative.
- Delay in CMC:** Penalty is at the rate of INR 16000/- per Hour per MW from the intimation of defect/ rectification to be done till its rectification by the contractor.
- vii) Defect Liability Period : Defect Liability Period / Warranty period shall be for 1 (One) Year from date of successful completion applicable and issuance of completion certificate. CMC is included in this tender as the item rate includes 05 years Comprehensive Maintenance post 1 year warranty.
- viii) Mobilization Advance : **APPLICABLE**
- ix) Price Escalation : **NOT APPLICABLE**
- x) Secured Advance : **NOT APPLICABLE**
- xi) Scope of Work : **Annexure-D of Tender**

SCHEDULE – F

GENERAL RULES & DIRECTIONS:

Officer inviting Tender: General Manager (Commercial), B AND R / Kolkata

Definition :

- 2(v) Engineer-in-Charge : Head (SBU-Electrical), Kolkata, B AND R
- 2(viii) Accepting Authority : Chairman cum Managing Director (CMD), B AND R
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits : 15%
- 2(xi) Standard Schedule of Rates :
- Civil work : Delhi Schedule of Rates (Latest Rev.) with amendments up to the date of submission of bid.
- Electrical & Mechanical works : Delhi Schedule of Rate (Latest Rev.) (E&M) with amendments up to the date of submission of bid.
- Horticulture work : Horticulture & Landscaping Schedule (Latest) of Rate with amendments up to the date of submission of bid.
- 2(xii) Employer : **Syama Prasad Mukherjee Port (SMPK)** having their registered office at Kolkakta represented through : **Bridge And Roof Co. (India) Ltd.** (herein before / herein after referred to as B AND R) having their registered Office at Kankaria Centre (4th & 5th Floor), 2/1 Russel Street, Kolkata-700071.
- 9(ii) Contract Form : Tender document

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance/letter of intent, in days : 30 days, may be extended upto 90 days subject to submission of request by Contractor stating reason for delay in procuring the Performance Guarantee to the satisfaction of the Engineer-in-Charge.

Clause 2

- Authority for levy compensation Under clause 2 : Concerned General Manager of B AND R's Project

Clause 2A

- (i) Whether Clause 2A shall be applicable : Not Applicable

Clause 5

- (i) Number of days from the date of issue of "Letter of Intent (LOI)" for reckoning date of start : 15 (Fifteen) days from the date of "Letter of Intent (LOI)"
- (ii) Time allowed for execution of Work : 10 (Ten) months to be reckoned from the date of issue of Letter of Intent or handing over of the site whichever is later.

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Mile Stone	Time allowed for the work (from date of start)
1.	Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.	10 (Ten) months to be reckoned from the date of issue of Letter of Intent or handing over of the site whichever is later.

- **Micro planning (Milestone) shall be made with successful bidder at the time of mobilization / start of the work. These shall be formed part of the Contract after approval of the Accepting Authority (SMPK / B AND R)**
- **Withheld amount (if any) shall be released if and when subsequent milestone is achieved within respective time as mutually agreed in Milestone. However, in case milestones are not achieved by Contractor for the work, the amount mentioned in Milestones (mutually agreed) shall be withheld / kept.**
- **Payment Schedule shall be mentioned in Price Bid. However for payment, Details Billing Break-up Schedule shall be made during the execution of the Contract based on accepted Billing Break-up Schedule duly approved by B AND R / SMPK. Billing Break-up Schedule shall be submitted by Contractor for approval of B AND R / SMPK prior to submission of RA Bill(s) / Final Bill.**

Authority to Decide

Authority to give fair and reasonable extension of time : Concerned General Manager of B AND R's Project
for completion of work

Clause 5.2

Nature of Hindrance Register (either Physical or : Physical
Electronic)

Clause 5.4

Schedule of Rate of Recovery for day in submission of : Rs. 10000/- for more than Rs. 5.00 Cr. (Contract
the modified Programme in terms of delay days : Value)

Clause 6

Clause Applicable : Applicable. Payment Break-up shall be finalized during execution of the Contract as stated above.

Clause 7

Gross work to be done together with net payment / : 10% of Awarded Value
: adjustment of advances for material collected, if any,
since the last such payment for being eligible to
interim payment

Clause 7A

Whether Clause 7A shall be applicable	: No Running Account Bill shall be paid for the work till the applicable Labour Licences, Registration with GST, EPFO, ESIC and BOCW Welfare Board, whatever applicable is submitted by Contractor to EIC.
Clause 8A	: In case Contractor fails to submit the Completion Plan as prescribed in Clause 8A, he shall be liable to pay a sum of Rs. 8.00 Lakhs or actual expenses incurred on this account
Clause 10A	
List of testing equipment to be provided by the contractor at Field Testing Laboratory	: As per Form M
Clause 10B(i)	
Secured Advance on Non-perishable Materials	: Not-Applicable
Clause 10B(ii)	
Whether Clause 10B(ii) shall be applicable	: Applicable
Clause 10C	
Component of labour expressed as percentage of value of work	: Not Applicable
Clause 10CA	
Materials covered under this clause	: NOT APPLICABLE
Clause 10CC	: NOT APPLICABLE
Overall Ceiling on Escalation	: NOT APPLICABLE
Clause 11	
Specifications to be followed for execution of work	a) : As enclosed
	b) For E & M Work
	* As Enclosed herewith
Clause 12	: Applicable (Project and Original Work)
Clause 12.1	: Applicable
Clause 12.2	: Applicable
Clause 12.3	Maximum Limit – 30%

Clause 12.4	Foundation – 100%	
Clause 16	Competent Authority for deciding reduced rates	: Concerned General Manager of B AND R
Clause 17	Defects Liability Period shall be 12 (Twelve) months from the date of completion & handing over or possession of Occupancy Certificate from Local Authority, whichever is later.	: Applicable
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	: As per Annexure – I
Clause 19C	As per the decision of Competent Authority (B AND R / SMPK).	
Clause 19D & 19K	As per the decision of Engineer-in-Charge subject to approval of Competent Authority (B AND R / SMPK).	
Clause 32	Minimum Requirement of Technical Personnel required to be deployed by Contractor and their Recovery Rates	: As per Annexure - II

**DETAILS OF CONSTRUCTION PLANT & EQUIPMENT
LIKELY TO BE USED IN CARRYING OUT THE WORK**

I/We hereby certify that the following tools and plants, machineries and vehicles are to be deployed to this Project.

Sl. No.	Name of Equipments	Minimum Nos. to be deployed by the successful Bidder
1.0	Tong tester	As Required
2.0	Ammeter/ Multimeter	As Required
3.0	Megger	As Required
4.0	Line tester	As Required
5.0	Crimping Tool	As Required
6.0	DG Set of minimum Capacity 160 KVA	As Required
7.0	DG Set 25 KVA	As Required
8.0	Pumps for dewatering including high pressure line	As Required
9.0	Bar Cutting machine	As Required
10.0	Bar Bending Machine	As Required
11.0	Welding Machine (400 / 600 mps)	As Required

Note: Any other equipment that may be required to complete the work within the phase/full completion period shall be deployed by the contractor within their quoted rates and prices. Bidder to judge the capacity of equipments (wherever not mentioned) in order to complete the work within the specified completion period.

he bidder is requested to submit ownership proof of the aforesaid equipments. In case of absence of Ownership proof of any particular equipment/equipments valid lease document/agreement substantiating the aforesaid may be furnished prior to deployment of equipment at site / A Declaration in their Letter Head has to be submitted that all the equipments to be deployed for each location(s).

TECHNICAL PERSONNEL**[Requirement of Principal Technical Representative(s) and recovery Rate]**

Sl. No.	Minimum Qualification Discipline of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Min. Number to be deployed for each location(s)	Rate at which recovery shall be made from the Contractor in the event of not fulfilling minimum number as mentioned	
						Figures	Words
1.	Graduate Engineer	Electrical	Project Manager	15 years	1	80,000/-	Eighty Thousand
2.	Graduate/Diploma Engineer	Electrical	Construction Engineer	8 - 10 years	2	60,000/-	Fifty Thousand

Bidder(s) has to be submitted CV's of Technical Personnel(s) as per minimum requirement of each location mentioned above.

The total Technical Manpower should be available at work site within one month of issue of LOI.

SPECIAL CONDITIONS OF CONTRACTS (SCC)

SPECIAL CONDITIONS OF CONTRACTS (SCC)

These Special Conditions of Contracts shall be read in conjunction with other provisions including General Conditions of the Contract and are supplementary to & complementary with each other. However, in the event of any provision of General Conditions are repugnant to or at variance with any provision of Special Conditions, then unless a different intention appears between the two, the provision given in "Special Conditions" shall be deemed to over-ride that provision of General Conditions and shall to the extent of such repugnancy or variation prevail & govern the contract.

Definition of Terms :

The various terms appearing in the Tender Document shall have the following meaning unless they are repugnant to the context otherwise.

- a) Company : Bridge And Roof Co. (India) Ltd. having its registered office at "Kankaria Centre", 2/1, Russel Street, (5th Floor), Kolkata – 700071, inviting this Tender.
- b) Client : **Shyama Prasad mukhejee port, Kolkata** represented by Executing Agency Bridge And Roof Co. (I) Ltd. (hereinbefore / hereinafter referred to as B AND R) having their registered Office at Kankaria Centre, 2/1 Russel Street, Kolkata-700071.
- c) Tenderer / Bidder : The firm/party who shall tender quotation to the Company.
- d) Contractor/Sub-Contractor/ Successful Bidder : The Tenderer whose quoted offer will be accepted, either in full or in part, by the Company.
- e) Work(s) : Jobs that are to be executed by the Contractor as awarded to him by the Company.
- f) LOI / Work-Order/Contract : The formal letter / notification issued to the Contractor awarding the work(s) in full or in part by the Company together with the applicable terms & conditions etc. as are finally & mutually agreed to between the Company and the Contractor.
- g) Site/Worksite : The premises where the work will be executed by the Contractor and shall include the lands, buildings, structures etc. erected thereupon.
- h) Engineer-in-Charge : The Officer/Engineer nominated & authorised by the Company for the time being for the purpose of operating the Contract or any work covered there under.
- i) Accepting Authority : Chairman Cum Managing Director / Director (Project Management) of the Company.

1.0 a) **Scope of work:**

The work consist of "**Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.**" and includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and install such detail with Employer's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Responsibility for Supervision and execution of the proposed works by deployment of adequate qualified and experienced Engineers and supporting staff at site of works from the starting of work till completion of the Project to the satisfaction of the owner/ B AND R.

Ensuring that the construction is being carried out in accordance with the approved working design, drawing and specifications.

Ensuring quality control of the work including materials and workmanship, measurement of work executed and progressive payments based on physical realization / completion of work, as per approved CPWD Works Manual (Latest Rev.) procedure and schedule of payments.

Employer may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer's instructions" in regard to:

- i) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- ii) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- iii) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- iv) The demolition removal and/or re-execution of any work executed by the contractor/s.
- v) The dismissal from the work of any persons employed thereupon.
- vi) The opening up for inspection of any work covered up.
- vii) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall if involving a variation be confirmed in writing to the contractor/s within seven days. No works, for which rates are not specifically mentioned in the priced schedule or quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in clause "variation".

The contractor shall set up a field laboratory with necessary equipments for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand crushing strength of concrete etc. Such laboratory shall be set up at site during mobilization period so that the field laboratory is available from the date of commencement of work.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications and Special Conditions of Contract.

- 1.0 b) Unless otherwise provided in the schedule of quantities the rates tendered by the Contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts etc.
- 2.0 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 3.0 The Architectural, structural and other services drawings for the work shall at all time be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
 - i) The Contractor shall submit shop drawings of internal electrical works for Approval of Engineer-in-charge. The Contractor shall also submit bar bending schedule for approval of Engineer-in-charge before Execution.
 - ii) The Contractor, through his engineer, shall ensure quality construction in a planned and time bound manner. Any sub-standard Material /work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 4.0 The Contractor shall have to make approaches, to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.

- 6.0 The work shall be carried out in such manner so as not to interfere or affect or disturb other works, being executed by other agencies, if any. He shall arrange his work with that of the other in an acceptable and coordinated manner and shall perform it, in proper sequence to the complete satisfaction of the Engineer-in-Charge. In case any damage to any existing road is done by the contractor the same will be brought to him to original position and the cost of such work shall be included in their quoted rates. Barricading of the construction site shall be done by the contractor at their own cost. Any damage done by the Contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.
- 7.0 The Contractor shall leave such recesses, holes, openings etc. as may be required for the electrical and other related works. (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be provided by the Contractor without any extra cost to the Employer unless otherwise specifically mentioned) and the Contractor shall fix the same at the time of casting of concrete, stone work and brick works if required, and nothing extra shall be payable on this account unless otherwise mentioned in the item/contract.
- 8.0 The Contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the Employer concerned. The Employer will however make all reasonable recommendations to the authority concerned in this regard.
- Construction Power will be provided by Contractor. No extra shall be made in this account.
- 9.0 The Contractor shall be responsible to arrange at his own cost all necessary tools and plants required for execution of this work. Tools, plant and machinery required shall be brought to the site to maintain the progress as per schedule of work and also as and when required by the Engineer-in-Charge and same shall not be removed without the consent of the Engineer-in-Charge. A list of minimum Plant & Equipment to be mobilized for the work **in Annexure-I** for the guidance of Contractor. Contractor may be required to mobilize any further equipment as per the requirement of work.
- 10.0 No foreign exchange shall be made available by the Employer for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 11.0 The Contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.
- 12.0 No work shall commence in the absence of Contractor's engineers and they shall certify in writing about the correctness of layout alignment of structure and shall ensure stability of all structural such as shuttering, scaffolding and other related items.
- 13.0 All work and materials brought and left upon the ground by the Contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the Employer and the same are not to be removed or taken away by the Contractor or any other person without consent in writing of the Engineer-in-charge but the Employer is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 15.0 The Contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 17.0 The Contractor shall be responsible for the protection of internal electrical fittings and other fittings and fixtures against pilferage's and breakage during the period of installation and thereafter until the building is handed over.
- 18.0 The Contractor shall give a performance test of the entire installation(s) as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor for the test. The covering of pipes shall only be done after getting clearance from Engineer-in-Charge in writing.
- 19.0 Contractor may be required to execute the work under foul condition and nothing extra for executing the work in foul condition is payable.
- 20.0 The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the Employers, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. . Utmost care shall be taken to keep the noise level to the barest minimum

so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.

Adequate preventive / precautionary measures as per norms to be taken by successful bidder towards their plant & equipment as-well-as workmen and successful bidder shall be solely responsible for any negligence on this account.

Successful bidder to ensure that no unauthorized person should enter the construction site during the entire period of execution. During phase completion/handling over, suitable barricading to be provided to completely separate out construction area from the usable area. Water to be sprinkled on regular interval of working hours to ensure least pollution on account of dust and dirt.

- 21.0 No payment will be made to the Contractor for damage caused by rains, or other natural calamity or other unforeseen reasons during the execution of the works and no such claim on this account will be entertained by Employer.
- 22.0 The empty containers shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer-in-charge.
- 23.0 Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the Contractor. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 24.0 Contractor shall give the Engineer-in-charge on the 4th day of every month, a progress report of work done in previous month vis-a-vis target and programme for current month of the work. The progress of work shall be reviewed periodically by the Engineer-in charge with the Contractor and shortfalls, if any, sorted out. The Contractor shall thereupon take such action as may be necessary to bring back his work to schedule without additional cost to the Employer.
- 25.0 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Engineer-in-charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-charge at Contractor's cost.
- 26.0 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only).
- 27.0 The Contractor shall carefully survey the site and identify the trees which are coming within the alignment of the building and also the trees which are required to be cut which may be falling within the space required for forming slopes/ benching, etc. for excavation of the basements and submit these details to the Engineer-in-Charge.
- 28.0 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of Civil, and electrical works after installation and commissioning shall be the responsibility of the Contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities. However, actual statutory fee paid to the concerned authorities for obtaining approvals, if any, shall be reimbursed by the Employer on production of proof of payment made by the Contractor.
- 29.0 The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, sub-soil water table or any cause whatsoever. Sub soil water table shall be maintained at least 50 cm below the P.C.C. level during laying of P.C.C., water proofing treatment, laying of raft and beams including filling of earth/sand under the floor. The water table shall not be allowed to rise above base of raft level until completion of outer retaining walls including waterproofing of vertical surface of walls and back filling along the walls up to formation level and till adequate load is imposed from structure to resist uplift pressure. However, the Contractor should inspect the site and make his own assessment about sub-soil water level likely to be encountered at the time of execution and quote his rates accordingly. Nothing extra on this account whatsoever shall be paid to him. The sequence of construction shall be got approved by the Engineer-in-charge.
- 30.0 Factory made materials shall be procured only from reputed & approved manufacturers or their authorized dealers. List of such approved manufactures is available with the Technical Specification. For the items /

materials not appearing in the list, the decision of Engineer-in-charge shall be final and binding.

- 31.0 Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer-in-charge.

Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, Contractor should negotiate with concerned specialized agencies and send their names for approval to Engineer-in-charge. Any material procured without prior approval of Engineer-in-charge in writing is liable to be rejected. Engineer-in-charge reserve his right to get the materials tested in laboratories of his choice before final acceptance. Non- standard material shall not be accepted.

- 32.0 Before start of work, the Contractor keeping in view that space available is limited, shall furnish a construction yard layout, specifying area for construction, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, conveyers belt, etc. and seek formal approval of the Engineer-in-Charge. The Contractor shall not stack building material/ malba on others land or road or on the land owned by any other authority and he shall face penal action as per the rules, regulation and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the amount due but not paid to the concerned authorities on the above account from any amount due to the Contractor including amount of the retention money or retention money in respect of this contract or any other contract.

- 33.0 **FACILITY:-**

Office set

Bidder to provide 01 (One) No. furnished Transit Camp/ Accommodation in the nearest locality of Location.

On expiry of completion of project, the Site Office shall be dismantled and site cleared unless the Employer directs otherwise. The furniture & others utilities will be returned to the Contractor at whatever condition they are. For providing the above mention facilities, Nothing extra will be paid to contractor. The above facilities should be provided by contractor upto completion of the project.

- 34.0(i) **WATER & ELECTRICITY :**

Bidder shall make his own arrangement for water and electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. Bidder shall also make standby arrangement for water and electricity to ensure uninterrupted supply. Necessary assistance for liaisoning with the concerned authority will be provided by B AND R/SMPK for obtaining water / electricity connection.

The contractor will have to make his own arrangement for water and power supply for execution and testing of all works. Electric connection for site office and area lighting may be provided by SMPK Authority at a single point from the nearby substation on chargeable basis. Contractor will make his own arrangements for availing this single point connection. Arrangement of Construction Water is within the scope of Contractor. Point for drinking water may be provided by SMPK Authority.

All incidental **expenditure including Environmental & Pollution Clearance Charges etc. if any** in respect of this contract shall be arranged & paid by the Contractor within their quoted rate and B AND R / SMPK will not entertain any claim whatsoever in respect of the same.

- 34.0(ii) The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, marking, flags, lights and flagman as necessary, at either end of the excavation/embankment and at such intermediate points, as directed by the Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.

- 35.0 A detailed program in the form of precedence network diagram is to be submitted to the Engineer-in-Charge within 15 days of commencement of work. The program chart should include the following:

- a) Descriptive note explaining sequence of various activities.
- b) Network (PERT/CPM).

- c) Program for procurement of materials by the Contractor.
- d) Program of mobilization of machinery/equipment.
- e) Labour deployment schedule.
- f) Cash flow statement.
- g) Handing over of work front to other agencies for taking up their work(s). However, the building shall be handed over progressively by these agencies for taking up finishing work. The Contractor has to plan in such a manner so that building shall be completed in all respects in stipulated time of completion.

The program chart will have to be updated fortnightly and submitted to the Engineer-in-Charge on fortnightly basis.

- 36.0 The submission for approval by the Engineer-in-Charge of detailed programs or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibility under the contract. This is without prejudice to the right of the Engineer-in-Charge to take action against Contractor as per terms and condition of the agreement.
- 37.0 In order to adhere to the program, the work may have to be carried out in more than one shift and no claim on this account shall be entertained. Contractor will give advance notice in writing to Engineer-in-Charge for doing any work in odd hour.
- 38.0 Contractor shall be allowed 10 days for mobilization from the date of issue of letter of commencement for the work. During this period Contractor will mobilize plant & equipment including testing and commissioning and complete other preliminaries like construction of site office approval of quarry, mix design, trial mix etc. The mix design and testing of trial mixes shall be done in the laboratory of any IITs or National Test House or any other approved laboratory on payment of requisite fees by the Contractor, for the approval of Engineer-in-Charge:

No concreting shall be done until the mix-design is approved by the Engineer in charge. In case of change of source or characteristic properties of the ingredients used in the concrete mix-design during the work, a revised concrete mix-design conducted in laboratory established at site shall be submitted by the Contractor as per the direction of the Engineer-in-Charge. Nothing extra shall be paid on this account.

- 39.0 The Contractor shall take average 10 photographs per month of 4"X8" of the work as directed by the Engineer-in-Charge and supply two sets each month. Nothing extra shall be payable to the Contractor on this account.
- 40.0 The tenderer shall indicate the name of specialized agency (if not done departmentally) with whom they are likely to associate for internal electrical works and get the approval from Engineer-in-Charge before start of work.
- 41.0 Some restrictions may be imposed by the security staff of relevant ESIC on the working and for movement of labour, materials etc.
- i) The movement of trucks and vehicles shall be regulated in accordance with rules and regulations as approved by competent authority.
 - ii) The Contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
 - iii) No claim whatsoever will be entertained by the Employer on account of any, restrictions (including temporary suspension of work) imposed by the security agencies in execution of work.

42.0 **INSURANCE**

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the B AND R, proper Contractor's All Risk Insurance Policy (CAR) for an amount 1.25 times the contract amount for this work, with Employer as the first beneficiary. The insurance shall be **obtained in joint names of Employer (SMPK) and the Contractor (who shall be second beneficiary)**. Also, he shall indemnify the Employer from any liability during the execution of the work. Further, he shall obtain and submit to the Employer, a third party insurance policy for maximum Rs.2.50 lakh for each accident, with the Employer as the first beneficiary. The insurance shall be obtained in joint names

of Employer and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that similar Insurance Policies are also taken by his Sub-Contractors/ specialized agencies. The Contractor shall however be responsible, to the Employer, for any claim or loss resulting from the failure of his Sub -Contractors/ specialized agencies in obtaining such Insurance Policies. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Employer giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Employer. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the Contractor on these accounts).

43 **Mobilization Advance:**

NA

44 **Secured Advance**

NOT APPLICABLE

The contractor shall construct suitable go-down at the site of Work for safe storing the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost as per instruction of Engineer-in-Charge. Contractor shall also employ necessary watch & ward establishment for the purpose at his costs and risks.

Contractor shall raise periodic R/A Bills .Payment of such R/A bills are to be released within 30 (Thirty) days from the date of receipt of the bills by **B AND R**.

Payments due to the Contractor shall be released in the form of RTGS/NEFT in favour of the Contractor payable at Kolkata. Bank charges, if any, to be on Contractor's account and the Contractor shall submit the following details to the company.

i) Name of the company.

ii) Name of Bank.

iii) Name of Bank Branch.

iv) City.

v) Account Number.

vi) Account Type.

vii) IFSC Code of the Bank Branch.

viii) MICR Code of the Bank Branch.

a) Income Tax will be deducted from the Contractor's all bills by cash at source as per latest Income Tax Act and Rules framed thereunder.

50.0 The Contractor shall mobilize within 15 days from the date of issue of Letter of Intent / Instruction by Engineering-in-charge and strictly and scrupulously adhere to the Schedule/Programme of the works and shall earnestly and diligently endeavour to complete the works under the scope of this contract in all respect within **10 (Ten) months** from the date of our instruction to start the work.

In case the work could not be completed within the above schedule date due to reasons attributable to the Contractor, the Contractor shall pay to the Company as compensation for delay an amount equal to 1.0% (One percent) per month of delay to be computed on per day basis subject to a maximum of 10% (Ten percent) of Tender Value of work or of the Tender Value of the Sectional Part of work as mentioned in Schedule - F.

51.0 The Company shall have the right to take possession of or use of any completed or partially completed work or part of the works. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract.

- 52.0 The rates/price quoted by the Contractor shall remain firm and shall not attract any escalation due to labour wages and/or materials price in pursuant to this contract.
- 53.0 The Contractor shall follow and adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall, within the quoted rates, comply with the Owner's safety rules, Code and Practice etc. as prevalent at site, of work. All safety device instrument and accessories etc. and precautionary measures shall be arranged and provided by the Contractor at his own cost.
- 54.0 Completion Certificate will be issued to the Contractor within a reasonable time from the date of overall completion of works, in all respect after the same would be passed and approved by the Owner. No certificate shall be given nor shall the works be deemed to have been executed until all scaffoldings, surplus materials and rubbish are cleaned off the site completely, not until the work shall have been measured by the Engineers.
- 55.0 The Contractor shall guarantee the works done by him for **a period of 12 (Twelve) months** from the date of handing over of completed work to SMPK Authority. Any damage or defects that may arise during the same Guarantee Period (Defect Liability Period) or be remained undiscovered at the time of issue of completion certificate are and are attributable to the contractor's reasons connected anyway with the materials supplied by the Contractor or in the workmanship shall be rectified or replaced by the Contractor at his own cost and risks within and specified time to be notified by the Engineer-in-Charge.
- 56.0 **Make of Materials:**
The materials required to be supplied by the Contractor under this contract shall be procured only from CPWD/ Owner/Consultant approved vendors. Where the make of materials are not indicated in the tender document, Contractor shall furnish the details of makes and shall obtain prior approval of Vendors/Sub-vendors from Engineer-in-Charge before placing order.
- 56.1 Empanelled Vendor for Luminaries:
a) 400W LED Flood Light : Signify(Erstwhile Philips)/Havells/Wipro/ Bajaj/ Crompton/ GE Lighting / OSRAM/ Cree/ Simoco.
b) 200W LED Flood Light : Signify(Erstwhile Philips)/Havells/Wipro/ Bajaj/ Crompton/ GE Lighting / OSRAM/ Cree/ Simoco.
- 56.2 Approved Third Party Inspection agency(TPI) :
a) M/s. IR Class Systems and Solutions Pvt. Ltd.
b) M/s. Baxcounsel Inspection Bureau Pvt. Ltd.
c) M/s. Bureau Veritas (BV)
d) M/s. Certification Engineers International Limited (CEIL)
e) M/s. Det Norske Veritas (DNV)
f) M/s. Lloyd's Register of Shipping
g) M/s. SGS India Pvt. Ltd.
h) M/s. Tata Projects Limited
i) M/s. TUV India Pvt. Ltd.
j) M/s. TUV South Asia Pvt. Ltd.
- 57.0 Notwithstanding anything contained in the Contract it should be clearly noted that no extra claim lodged/to be lodged by the Contractor shall be entertained by the Company in pursuant to this Contract. Nevertheless, if the contractor insists and raises any extra claim bills, the Company shall pursue with the Owner in good faith, settlement of rates for Extra Item and Claims, if raised by the Contractor on the Company and the decision taken by the Owner and the Company shall be binding upon and acceptable to the Contractor corresponding to and relevant with his part of the work. It should also be clearly understood that the pursuing of the Contractor's claim on the Company in good faith with the Owner shall not mean under any circumstances, Company's acceptance of the rates of extra items and claims raised by the Contractor on the Company and at no point of time, Contractor's plea that irrespective of the decision taken by the Owner, the rates of extra items and claims shall have to be paid to the Contractor based on his claim stating that the Contract is between the Company and the Contractor having no relationship with the Owner, shall contractually hold good because the Company have pursued Contractor's bills with the client in good faith only without going through the merit of the same.

For extra items rates are to be desired from analysis of costs an inputs and direct market rate documents are to be provided by the contractor. The rates finally accepted by client / owner shall be binding on the contracting but B AND R shall retain 50% (fifty percent) of the component of over head and profit finally settled with client/owner & remaining part shall be passed on to the contractor for his portion of works.

58.0 Contractor shall arrange for Site Office, store, material storage yard, fabrication yard etc. and for labour hutments including land / area at their own cost and such cost should be included in their quoted rates. However the same may be provided to the Contractor, if available on chargeable basis (if required) by SMPK Authority at a nearby location.

59.0 PAYMENT SCHEDULE:

Supply of material: (60% of total Job Value)

- i) Progressively upon receipt and acceptance of required material at site: 70% of supply value.
- ii) Progressively upon installation at site: 20% of supply value.
- iii) On Completion of Commissioning and final acceptance of Client : 10%of supply value.

Installation: (20% of total Job Value)

- i. On Transportation and Installation in Position: 30% of installation value.
- ii. After Initial Alignment: 30% of installation value.
- iii. After final alignment and making ready for commissioning: 30% of installation value.
- iv. After completion of all works in all respect and acceptance by Engineer In Charge. 10% of installation value.

Comprehensive Maintenance Contract Payment: Balance 20 % (Twenty) percent of the Letter of Intent (LoI) / work order value shall be paid in 10 half yearly installments (i.e. 2% half yearly in the cycle of October and April) towards Comprehensive Maintenance Contract against submitted invoice on (a) Routine Maintenance report certified by representatives of SMPK.

The Contractor shall become entitled to payment only after B AND R has received the corresponding payment(s) / funds from the client / Owner (SMPK Authority) for the work done by the Contractor. The Contractor should submit monthly R/A Bill substantiating all the all requisite documents within 1st week of every month for the work done during the last month. This bill will be checked and certified by B AND R and subsequent certification by TPQA (Third Party Quality Assurance) and accordingly send this certified bill alongwith the proportionate bill of Agency Charges of B AND R to Client (SMPK) on immediate basis. The Client will transfer the fund for the monthly R/A bill of the Contractor alongwith proportionate Agency Fee of B AND R after necessary checking, review and compliances/ clarifications (if required) from bidder. **All the payments of R/A bills to Contractor are subject to the approval of Client and availability of requisite fund from them. Please note that minimum value of any R/A bill should not be less than 10% of the awarded value.** After completion of work and handing over the project to the Client, the final bill of the Contractor along with all requisite documents will be submitted to the B AND R and after necessary checking, review and finalization this certified bill will be furnished to the Client and subsequently the Client will arrange the fund for transferring to the Bank account of the B AND R within next 60 days. **The payment of Final Bill to Contractor is subject to the approval of Client and availability of requisite fund from them.**

Contractor shall raise monthly R/A Bills substantiating all the requisite documents within 1st week of every month for the work done during the last month. This bill shall be checked and certified by B AND R. After necessary checking, review and finalization, this certified bill shall be furnished to SMPK Authority and the Payment will be released within **60 days from the date of certified bill by B AND R, subject to availability of fund from Owner i.e. SMPK Authority.**

60.0 TAXES AND DUTIES

The contractor shall be exclusively responsible for payment of all Taxes & duties (Except Goods and Services Tax) that may be levied from time to time according to the Laws & Regulation now in force & also hereafter to be

imposed, increased or modified from time to time. Nothing will be payable extra by the company in respect of any duties/Taxes to be imposed on procurement of materials for execution of works contract.

GOODS AND SERVICES TAX (GST):

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Services Tax. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by B AND R as per Bidder's GST Tax Invoice. Bidder shall quote their rates after considering the input tax credit on their input materials and services.

In this works, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by B AND R. Declaration as per format given in Annexure-I to be submitted alongwith bid Documents.

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 11th and GSTR-3B within 20th of next month & Mismatch in return of B AND R due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

In case, B AND R's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by B AND R by issuance of suitable credit note to B AND R. In case, contractor does not issue credit note to B AND R, B AND R would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.

B AND R shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.

To enable B AND R to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by B AND R to avail of the ITC with respect to GST reimbursed by B AND R on supply of Goods/services to B AND R.

The HSN/SAC Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.

In case, B AND R is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including any security available with B AND R).

Supplier shall be responsible to indemnify B AND R for any loss, direct or implied, accrued to B AND R on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to B AND R through reduction in supply value by way of commensurate reduction in Bill value. The Contractor shall ensure that all the required documents as per the GST regulations are furnished to B AND R with their invoices failing which B AND R shall not make any reimbursement of such GST."

Note:

Goods & Services Tax (GST) as applicable shall be payable extra. The vendor will have to raise invoice for the applicable GST amount as per approved format for claiming the GST paid. Payment of GST is subject to reflection of the party's invoice in GSTR 2A /anx-2 (GST new return) of B AND R.

All Suppliers / Contractors should comply the GST regulation as per Rule.

GST-TDS @ 2% (Two Percent) will be deducted from basic Invoice Value (i.e. value before GST) under GST Law w.e.f. 01.10.2018 as per Govt. Notification No. 50/2018 – Central Tax dated 13.09.2018 for Taxable Services. TDS @ 1% each for CGST & SGST or 2% for IGST will be applicable except the exemption provision as stipulated in GST Law. Tax deducted at source will be deposited to the Govt. and TDS Certificate will be issued to Contractor as per the rules.

61.0 Labour Cess

Payment of labour cess is within the scope of the contractor and shall be included in their quoted rates.

62.0 Other Taxes & Levies

Any other taxes and duties viz. Entry Tax, Octroi, Seignorage, Licenses, Deposits, Royalty, Stamp Duty, other charges/levies, etc. prevailing/applicable on the date of opening of technical bids and any variation thereof during the tenure of the contract are in the scope of Contractor. In case B AND R is forced to pay any such taxes, B AND R shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.

63.0 New Levies/Taxes

In case Government imposes any new levy /tax after award of the work during the Contractual tenure of the contract, B AND R shall reimburse the same at actuals on submission of documentary proof of payment subject to the satisfaction of B AND R that such new levy/tax is applicable to this contract.

64.0 SCAFFOLDING

Double steel scaffolding having two sets of vertical supports shall be provided for external wall finish, cladding etc. Cup lock Form work system shall only be used for internal support system. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding platform shall be fixed and proper approach/ walkways shall be provided for necessary checking of work.

Special attention has been given to the ease of construction, carrying out parallel activities and the overall arrangement for the ease of its maintenance.

65.0 Contractor shall arrange for drinking water for his office and labour hutment at their own cost and such cost should be included in their quoted rates.

66.0 METHODOLOGY OF EXECUTION

- a. The work shall be executed as per CPWD / Enclosed specification / Relevant IEEE / BIS specifications and all mandatory tests on materials etc. shall be carried out as per accepted procedure. Proper records of the test result shall be maintained. While executing the construction works, the general conditions of contract for CPWD works will be taken as guidelines.
- b. During the execution of work, work if B AND R/SMPK/Third Party found any defect/variation during inspection, the contractor will have to rectify the same at their own cost, at no extra cost.
- c. The contractor will submit PERT/CPM chart in line with stipulated time frame agreed by B AND R
- d. The contractor has to provide the necessary guarantees relating to workmanship, quality assurance and timely completion of work.

Construction methodology / Form work system: The work shall be executed based on any one Construction methodology and it shall be submitted before start of work

67.0 COST CONTROL

In case of variation of any item contractor has to obtain the approval for variation from B AND R/SMPK. The cost of the project may be set off against the cost of recoverable items after obtaining the approval of Competent Authority on the demolition of the existing structure.

68.0 RECORDS

- a. **CPM and Bar Charts:** Preparation of CPM and Bar Charts, monitoring and modifications as approved by the B AND R/SMPK shall be made by contractor. This should be given to the B AND R prior to commencement of work and thereafter it shall be updated/ rescheduled, if required, every month.
- b. All site documents as applicable during execution of the work shall be maintained by contractor and will

be kept updated at all times. The B AND R/SMPK, authorized representative will have the right to peruse them and raise observations, if any, stage passing and **material testing will be paid special attention.**

The Contractor shall maintain strict secrecy and confidentiality and shall not divulge any information relating to assignment to any third party.

69.0 INSPECTION OF WORK BY CHIEF TECHNICAL EXAMINER CELL, CVC.

The contractor shall be responsible for the consequential effects arising out of the inspection of the project by the Chief Technical Examiner Cell, Central Vigilance Commission during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at his own the risk and cost . Rectification of defective work / replacement of sub standard as pointed out by Chief Technical Cell, Central Vigilance Commission/SMPK/B AND R or his authorized representative shall be carried out by contractor at their own cost. *B AND R/SMPK authority shall not pay any extra amount for such type of liabilities.* The contractor shall be responsible for the consequential effects arising out of the inspection of the project by the Chief Technical Examiner Cell, Central Vigilance Commission during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at his own the risk and cost . Rectification of defective work / replacement of sub standard as pointed out by Chief Technical Cell, Central Vigilance Commission /SMPK/B AND R or his authorized representative shall be carried out by contractor at their own cost. *B AND R/SMPK authority shall not pay any extra amount for such type of liabilities.*

70.0 Defect Liability Period (DLP):-

This period shall be **one year (12 months)** from the date of completion & handing over or possession of Occupancy Certificate from Local Authority, whichever is later. During this period **the** contractor shall get the defects rectified without any cost to B AND R/SMPK. For the item Smart Lighting System the contractor shall give O& M Of for 5 (Five) years. Similarly for other items like electrical/mechanical equipments which have guarantee/warranty period beyond one year wherever applicable as per manufacturer recommendations shall also be given by the contractor.

Possession of Occupancy Certificate by Owner from Local Authority: Bidder will be responsible for possession of Occupancy Certificate by Owner from Local Authority and regarding this.

72. Escalation/ Price variation clause is not applicable for this Tender.
73. Secured Advance clause is not applicable for this Tender.
74. Any Item of work to be executed, if not covered in the BOQ will be treated as Extra Item of work. The analysis of Extra Item of work will be on the basis of analysis based on market rates (Analysis preferably as per the guidelines of DAR 2019) to be done and accordingly approval of the same to be obtained from B AND R Engineer in Charge/ SMPK Authority.
75. Until and unless specifically noted in the item descriptions, otherwise all the basic materials and components should strictly conform to the approved vendor/make list. But, approval must be obtained by bidder from Engineer-in Charge for any material prior to procurement and incorporation to the work. In this regard the decision of EIC is final.
76. Any payment (R/A bill, Final bill or any other payment) will be paid to the Contractor after the due process of checking, modification & rectification as required, submission of all requisite documents by Contractor and subject to the availability of payment / fund against the same from SMPK Authority.
77. If any materials or components are not covered or deviated from the approved vendor/make list, prior approval/sanction from Engineer in Charge must be obtained by the contractor before procurement and incorporation to the work.
78. Procurement schedule of E&M equipments & machineries must be submitted by the bidder within one month of the commencement of the work and accordingly approval of this Procurement Schedule must be obtained by the bidder from Engineer in Charge, B AND R.

79. Manufacturers Test Certificate of all the basic materials/components must be furnished to the PMC/Client wherever required.
80. Field Test/Laboratory Test must be carried out wherever required as per IS provisions and CPWD specifications.
- 10 Concrete Pour Cards must be filled up by the Contractor in approved format regularly prior to 24(twenty four) hours in advance for necessary checking and sanction by PMC/Client.
- 81 In case no separate specification (in BOQ item description or otherwise) is provided the work shall be carried out as per specifications enclosed with latest amendments and as per BIS standards. In case of any discrepancy in the specifications/ code, or if the specifications of any of the items are not available, the decision of the Engineer-in-Charge or his authorized representative shall be final and binding and work shall be executed in the manner as may be prescribed by him without allowing any extra cost payable to the Contractor.
- 82 The technical specifications shall be read in conjunction with the various other documents forming the contract, namely Invitation for Bids & Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, nomenclature of items and other related documents, together with any corrigendum/addendum issued thereto.
- 84 All material and execution of works shall be subjected to an approved quality assurance plan. The contractor has to submit a quality manual/quality assurance plan within 15 (fifteen) days of issuance of LOI and this quality assurance plan shall be approved by the Engineer-in Charge. In this QAP the details of testing, checking, quality monitoring & ensuring systems with frequency of testing and the stages for inspection by the Engineer-in-charge (B AND R) or his representative shall be mentioned elaborately. Notwithstanding any previous approvals the engineer-in-charge shall reserve the right for surprise/ unannounced inspections as well as additions/ alterations to the QAP of the pending works/ supplies of material giving reasonable notice to the contractor.
- A Third Party Quality Assurance (TPQA) Team (Selected by B AND R/ SMPK) will visit the site on regular basis and will monitor all the quality related aspects and necessary documentations. In case of any observation by TPQA the bidder will have take immediate action regarding compliances. TPQA certifications of all the intermittent R/A bills and Final bill furnished by the bidder during execution period are mandatory for acceptance of the same by B AND R and SMPK.
- 85 The contractor shall arrange for testing of samples of materials from an approved testing laboratory, as instructed by Engineer-in-Charge. The cost and charges for samples of materials and delivering the same to the testing laboratory including all incidentals in connection with the same as directed by the Engineer-in-charge and the testing charges thereof shall be borne by the contractor and shall be deemed to be included in the rates and prices quoted. The results of the tests carried out shall be binding on the contractor who shall comply with any rectification measures that the Engineer-in-charge may deem fit and order to be executed by the contractor as a result of testing.
- 86 Contractor shall arrange for final demarcation of the periphery of land in presence of local RI/Tahsildar prior to the commencement of work. Representative of B AND R will be present during such demarcation and co-operate in this matter.
- 87 The contractor will have to make his own arrangement of land for site office, store, cement godown, batching plant, built up storage accommodation for T&P, fabrication yard, maintenance yard, material stock yard, labour colony etc. at his own cost. However, if the suitable vacant space for the above is available/considered feasible within the work premises, same may be provided by B AND R/ Local District Authority on written appeal by the contractor.
- 88 The contractor will have to make his own arrangement for water and power supply for execution and testing of all works.
- 89 Any damage done to the other installations during the execution of work shall be made good by the contractor free of cost. In the event of his failure to do so within in a reasonable time the same shall be got rectified by B AND R through another agency at the risk and cost of the contractor.

- 90 The contractor or his authorized representative will have to sign site order book to acknowledge the instruction issued by Engineer-in-Charge or his authorized representative for all matters relating to the execution of work. The instructions noted in the site order book shall have to be complied within reasonable time as decided by the Engineer-in-Charge
- 91 Apart from Electrical Engineers, Electrical supervisors/ Electricians with proper, requisite, valid electrical supervisory license will be engaged for all electrical works.
- 92 The Engineer-in-Charge reserves the right to test the material at manufacturer's place, site of work, any independent Laboratory/ Test House. If at any stage during the execution of work, the Engineer-in-Charge is not satisfied with the quality of materials brought/ used at the site of work, he shall be at liberty to reject all such materials. The rejected materials shall have to be removed from the site of work immediately. The decision of the Engineer-in-Charge regarding makes of the materials selected shall be final and binding on the contractor.
- 93 The contractor shall stand guarantee/ warranty during defects liability period from the date of completion of work or after taking over the installations by the department whichever is later, against any manufacturing defect in material, unsatisfactory performance / working and / or breakdown, workmanship.
- The material/ equipment/ installation so found defective shall be replaced/ repaired free of cost to the satisfaction of the Engineer-in-Charge. The delay in rectification/replacement shall not be accepted. B AND R reserves the right to get it done at the risk and cost of the contractor. The decision of the Engineer-in-Charge, shall be final & binding to the contractor.
- The contractor must carry out routine inspection/ testing once in every three months during the defects liability period and attend to the defects taking place during this period. Sufficient number of trained and experienced staff shall be made available to meet any exigency/ emergency at site of work during the defects liability period.
- 94 Care shall be taken by the contractor to avoid damage to the adjoining existing installations/ buildings during execution of his part of the work. Any dismantling, if required, should be done in consultation with the engineer-in-charge. The contractor shall be responsible for repairing all damages and restoring the same to their original finish at his own cost. The contractor shall also remove at his cost all unwanted and waste materials arising out of his work from the site.
- 95 Liasoning with Local Authority for clearance of hindrances:
This is to be clearly noted by the bidder that in case of cutting and removal of trees, shifting of over head electric lines or shifting of any other existing utilities the bidder will have to take necessary initiatives for liasoning with local bodies/ State Govt. Departments for shifting/ removal of the same. It is the responsibility of the bidder to obtain a hindrance free work site during execution of work.
- 96 Existing Utilities:
Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the authority of the controlling body of that road, right of way or utility. No extra cost will be provided by B AND R in this regard.
- 97 Shifting of Obstructing Utilities:
The Contractor shall, in accordance with Applicable Laws and with assistance of the Engineer-In-Charge, cause shifting of any utility (including electric lines, telephone lines, OFC cables and other public utilities) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Location in accordance with this Agreement. The actual cost of such shifting, as approved and communicated by the entity owning the utility as per the rates of the entity owning the utility, shall be paid by the Contractor without any extra claim. However, this expenditure incurred by contractor may be reimbursed by the Engineer-in-Charge to the contractor subject to approval of the same by SMPK Authority.
- 98 The Contractor shall prepare and submit as-built drawings by way of making modifications/ changes carried out with respect to the approved drawings issued prior to the execution of respective elements.

- 99 Deviation, Extra Items and Pricing: All final decisions / finalizations are subject to the approval of our Client / Owner i.e. SMPK Authority, Govt. of India.
- 100 Deviation, Deviated Quantities, Pricing: All final decisions / finalizations are subject to the approval of our Client / Owner i.e. SMPK Authority, Govt. of India.
- 101 In all the aforesaid clauses Engineer-in-charge means B AND R's Site in charge.
- 102 For all sorts of Technical Audits (by Central/State/SMPK/B AND R team) the bidder shall be held totally responsible.
- 103 In case of Statutory Clearances to be obtained for the premises from Local Authority, the bidder will have to make all the necessary liasoning and follow ups with local bodies / authorities.
104. Bidders are advised to visit the site before tendering to become fully aware of the site conditions which may affect their quoting.

Bidder has to submit "Declaration confirming Knowledge about Site Conditions" as per Form-L along with the offer.

105. **Penalty / Compensation for Delay:**

106. **Delay in Commissioning:** 2% of the Contract Price per month of delay, subject to maximum upto 10% of the Contract Price unless Extension of Time (EoT) is allowed by SMPK or its authorized representative.

Delay in CMC: Penalty is at the rate of INR 16000/- per Hour per MW from the intimation of defect/ rectification to be done till its rectification by the contractor.

107. **Workman Compensation Policy :**

The Bidder shall get all the works / buildings insured till expiry of maintenance period from a Govt. approved insurance agency. The Bidder shall submit copies of valid Contractor All Risk (CAR) & Workman Compensation (WC) Policy to B AND R / SMPK as and when required by B AND R / SMPK and prevailing statutory laws before start of work, failing which, B AND R / SMPK shall obtain these policies and recover amount from RA Bills from the Contractor. In case delay / extension in work, the Contractor shall get the policies extended time to time at his own cost.

108. **Quantity Variation :**

Plus (+) or Minus (-) 20%.

Note: Release of payment to the contractor beyond their W.O / P.O. value will be given them after approval of Competent Authority for which amended Order is required.

109. **Payment Terms :**

Supply of material: (60% of total Job Value)

- i) Progressively upon receipt and acceptance of required material at site: 70% of supply value.
- ii) Progressively upon installation at site: 20% of supply value.
- iii) On Completion of Commissioning and final acceptance of Client : 10% of supply value.

Installation: (20% of total Job Value)

- i. On Transportation and Installation in Position: 30% of installation value.
- ii. After Initial Alignment: 30% of installation value.
- iii. After final alignment and making ready for commissioning: 30% of installation value.
- iv. After completion of all works in all respect and acceptance by Engineer In Charge. 10% of installation value.

Comprehensive Maintenance Contract Payment: Balance 20 % (Twenty) percent of the Letter of Intent (LoI) / work order value shall be paid in 10 half yearly installments (i.e. 2% half yearly in the cycle of October and April) towards Comprehensive Maintenance Contract against submitted invoice on (a) Routine Maintenance report certified by representatives of SMPK.

110. **Scope of supply by B&R**

(a) Client's Technical Specifications, (b) Terms & Conditions & (c) Copy of detail project report.

111. **Scope of supply by Contractor:**

Construction Power, Construction Water, Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 Years) including web enabled smart control energy efficient LED luminaries, Junction Box, Cables, connectors, Lightning protection system, earthing & surge protection system, power evacuation infrastructure, monitoring system, weather monitoring system etc. along with system integration and helpline, Service centre, Operation and maintenance manual, all Equipments, Machineries, Tools & Tackles, Accessories, Consumables, ancillary materials all types of Labour, Supervisor, Safety Belt, Safety Helmet, Safety Shoes and any other personnel protective equipments and all other materials/ equipments required to complete the job. All taxes are inclusive/cess including BOCW in scope of contractor excluding GST. Components to be purchased from SMPK empanelled manufacturers only.

Transportation & accommodation for contractor's staff & labours, Labour License, Construction of site office, site store, ESIC, PF, Labour Welfare Cess, (BOCW welfare Cess), gate pass formalities, etc. as required to complete the job in all respect.

112. **Termination of the Contract :-**

On such termination surplus material lying at site and T&P, if any, will not be taken over by the Client. In the event, Agreement between SMPK and B AND R is terminated, then the agreement between Contractor and B AND R will automatically stand terminated and that he should take away T&P and surplus materials from the site of work after the joint measurements are taken of the same.

SPECIAL CONDITIONS (ELECTRICAL WORKS)

The conditions and directions listed in this Section shall be considered as an extension to and not as a limitation of the obligations of the Contractor.

The specifications generally applicable to this work shall be as per C.P.W.D. Specifications 2013 with upto date correction slip for electrical works (part I) internal, CPWD specifications 1994 (part II) with upto date correction slip for external, except as otherwise specified in the description of items given in the Schedule of Quantities or in the attached Technical Specifications. These specifications will override the C.P.W.D. specifications. The requirements of these specifications will be fulfilled by the Contractor within the tendered rates and without any extra charge. The item rates quoted will be deemed to have taken these specifications into account.

1. The electrical work will be carried out in accordance with the General Specifications 2013 for electrical works in (part I) with upto date correction slip for internal, CPWD specifications 2013) and the specification enclosed with upto date correction slip for external, except as otherwise specified in the description of items given in the Schedule of Quantities or in the attached Technical Specifications while complying in all respects with the requirements of the latest Indian Electricity Rules in force at the time of execution.
2. The electrical work shall be carried out simultaneously with the civil and interior works and will be continued till it is completed satisfactorily along with the completion of essential portions of building work.
3. If any minor alterations are found necessary, the Contractor shall do the same within tendered rates.
4. The work shall be carried out in the best workmanlike manner and any defect in the work or changes in the design pointed out before execution shall be carried out by the Contractor within the tendered rates.
5. The Contractor shall employ adequate labour to complete the work within the stipulated time and make his own arrangements for housing labour and storage of materials etc. A full time Electrical Engineer as per general conditions of contract shall be employed by the Contractor who will remain at site of work to receive orders or any other instructions from the Engineer-in charge.
- 6.
7. The Contractor shall obtain for himself, on his own responsibility and at his own expense, all the information which may be necessary for the purpose of tendering and for entering into a contract, and must inspect the site, examine and study the specifications, drawings and the design of the electrical installations, the building plans etc. If the drawings are supplied to the Contractor for tender purposes, the same must be returned in good condition with the tender. The Contractor shall also make local and independent inquiries, if required.
8. All tender rates will include the cost of materials, erection, connections, labour, supervision, tools, plant, transport, all taxes, duties, contingencies, breakage, wastage, sundries and scaffolding, i.e. they should be for an item complete in all respects.
9. The Contractor, while executing the work, shall conform to the provision of Government Acts relating to the work and to the regulations and Bye laws of the local authorities, and of the company to whose system of supply the installation is proposed to be connected. The Contractor shall give all notices, required by the Acts, Regulations or Bye -Laws. He will also undertake to provide test certificates and drawings as required and will make necessary arrangements to procure the electricity supply. The Contractor shall also obtain all approvals for the items of work done under this contract from the appropriate authorities. All inspection fees or submission fees paid by the Contractor will be reimbursed by the Employer against valid official receipts. Contractor shall possess a valid electrical Contractor's license issued by the inspectorate of the local government.
10. Samples of materials and fabrication drawings will be submitted by the Contractor according to the schedule/ specification. Contractor shall take prior approval for the list of makes proposed to be used. Any deviation from the schedule/ specifications must have the written consent of the Engineer-in-charge. No approval given by the Engineer-in-charge to any samples or drawings submitted by the Contractor shall in any way exonerate the Contractor from his liability to carry out the work in accordance with the terms of contract.

11. Contractor shall at each relevant stage of the project estimate the quantity of materials required to execute the works as detailed in the drawings and Specifications as per various items of work and procure accordingly.

12. **DRAWINGS**

Shop Drawings:

One soft copy and one hard copy of the Single Line Drawings (power distribution schematics), floor plan layouts and site plan shall be given to Contractor. The Contractor will submit four sets of shop drawings for conduit layouts for all floors and any fabricated items which must contain details of general arrangement drawings with dimensions, clearances, loading details, foundation details, number of conduits and locations of junction boxes, cable box details, etc. with required copies. The DB schedule, fixture schedule and cable schedule shall be prepared accordingly and got approved engineer in charge. These drawings and other literature shall be submitted in advance for approval of engineer-in-charge.

Contractor shall work out actual quantity of various item required at site based on approved drawing take procurement action accordingly.

Completion Drawings:

The Contractor shall submit one complete set of original tracings and further two copies of final existing layout drawings to the Architect /Engineer in-charge after completion of the work. No completion certificate will be issued until the completion drawings are submitted. The drawings will be prepared and submitted by the Contractor without extra charge.

13. **PROGRESS AND TIME OF COMPLETION**

The associate for internal electrical works shall work in close coordination with Contractor and other Contractors as per the time schedule set with the Contractor.

14. **COMPLETION TESTS**

On completion of installations the following tests shall be carried out:-

Insulation Resistance Test

– between phase-to-phase, phase-to-neutral and phase-to-earth

Polarity Test of Switch

Earth Continuity Test

Earth electrode resistance

15. **MAINTAINANCE DURING DEFECTS LIABILITY PERIOD**

The completed installation inclusive of wiring, light fittings and fans (where supplied by the Contractor) shall not be finally taken over till acceptance certificate is issued to the Contractor. Thereafter the Defects Liability Period shall commence during which the Contractor shall be liable for:

The replacement of any defects that may develop in goods of his own manufacture or supplied by him.

The rectification of all the defects arising out of defective workmanship of the Contractor.

Until the installation is finally taken over, the Contractor shall have the right of entry to the premises, at his own risk and expense, for maintaining the installation in proper order. To facilitate maintenance after the handing-over, the Contractor should clearly indicate the detailed distribution diagram on every Panel , Distribution Board and Sub-Distribution Board.

16. **POSITION OF LIGHTING, DISTRIBUTION BOARDS AND SWITCHGEARS**

The recommended positions of the lighting points, control switches, distribution boards and switchgears as shown on the layout drawings will be generally adhered to.

Should there be any discrepancy or incomplete description, ambiguity or omission in the drawings and other documents, whether original or supplementary, forming the contract, completion or maintenance of the installation, the Contractor shall immediately, on discovering the same, bring it to the attention of the Engineer-in-charge.

Prior to the installation of lighting, fan and plug points and telephone, TV, data on other outlets the distribution boards, switches etc., final positions shall be ascertained by the Contractor with the Engineer -in-charge.

The dimensions and other details of the electrical drawings shall be compared with the civil drawings at site before execution of the work.

17. PAINTING AND MARKING

All exposed steel work not actually embedded in the building construction (viz. conduits, junction boxes) will be painted with one coat of primer and two coats of synthetic Enamel Paint in shades decided by the Engineer in Charge. The paint will match the existing shades of walls unless otherwise instructed. This work will be done by the Contractor without extra charges.

All Panels, MDBs, SDBs and final DBs etc. shall be properly painted, labelled and numbered as detailed in the Technical Specifications.

19. SCOPE OF WORK

The general character and scope of work to be carried out under this contract is illustrated in the Schedule of Quantities and drawings(provided with price bid to shortlisted bidder). Contractor shall carry out and complete the said work under this contract in every respect and to the satisfaction of the Engineer-in-charge. In general the scope of work shall cover supply, installation, testing and commissioning of all electrical works of the project including the following main items/ systems:

Internal electrification through concealed MS/PVC Conduit and provide light points, fan points, socket outlets etc. including supplying, installation, testing and commissioning of light fixtures, fans, socket outlets, switch boards etc.

Providing MCB Distribution Boards and MV Panels (Sub-Distribution Boards) including submain wiring/cabbling.

Conduiting and wiring for telephone points having Telephone Distribution Boards (Tag Blocks), telephone outlets etc. complete with telephone cabling from tag blocks to telephone outlets.

Submains, cables and cable tray work.

Lightning protection system consisting of lightning down conductors, finial, horizontal and vertical strips, test joints, earth electrodes etc.

Hume/RCC for cable entry.

Earthing and lightning protection of electrical installation complete in all respect.

Testing and commissioning of all electrical installations.

Obtaining all approvals/NOC/certificate from Local Electricity Supply Authority (State Electricity Boards) and any other statutory authorities for the complete scope.

Any other works required for completion of electrical works.

20. REGULATIONS AND STANDARDS

The installation shall conform in all respects to Indian Standard Code of Practice for Electrical Wiring Installations IS:732-1989. It shall also be in conformity with Indian Electricity Rules and Regulations, National Electric Code, National Building Code, CPWD specifications for Electrical works Part-I to V and requirements of the Local Electric Supply Authority. In general, all materials, equipment and workmanship shall conform to the Indian Standards, specifications and Code. Some of the applicable codes/standards are under:

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|---|-----------------------|
| a) Guide for marking of insulated conductors. | IS 5578 |
| b) Guide for uniform system of marking and identification of conductor and apparatus terminals. | IS 11353 |
| c) Low voltage switchgear and control –gear assemblies | IS 8623 Part – 1 to 3 |
| d) Degrees of protection provided by enclosures for low voltage switchgear and control-gear. | IS 2147 |
| e) Enclosed distribution boards and cut-outs for voltage not exceeding 1000V AC and 1200V DC | IS 2675 |
| f) Code of practice for selection, installation and maintenance of switchgear and control gear. | IS 10118 Part 1-4 |
| g) Low –voltage fuses for voltages not exceeding 1000V AC or 1500V DC | IS 13703 Part 1&2 |
| h) PVC insulated (heavy duty) electric cables | IS 1554 |
| i) PVC insulated cables for working voltages upto and including 1100V | IS 694 |
| j) Conduit for electrical installations. | IS 9537 |
| k) Accessories for rigid steel conduits for electrical wiring. | IS 3837 |
| l) Boxes for the enclosure of electrical accessories. | IS 5133 |
| m) General and safety requirements for luminaries. | IS 1913 |
| n) Code of practice for earthing. | IS 3043 |
| o) Electrical accessories-circuit breakers for over current protection for household and similar installations. | IS 8828 |
| p) Low voltage switchgear and control gear. | IS 13947 Part 1-5 |
| q) Residual current operated circuit breakers. | IS 12640 |
| r) Current transformers. | IS 2705 |
| s) Voltage Transformers. | IS 3156 |
| t) Direct acting indicating analogue electrical measuring instruments and their accessories | IS 1248 Part – 1 to 9 |
| u) Control Switches (switching device for control and auxiliary circuits including contactor relays) for voltages upto and including 1000V ac and 1200V dc. | IS 6875 Part – 1 to 3 |

21. CODES OF PRACTICE

The electrical installation work shall be carried out in accordance with India Standard Code of Practice for Electrical Wiring Installation IS:732-1989 and IS: 2274-1963. It shall also be in conformity with the current Indian Electricity Rules and Regulations of the Local Electricity Supply Authority and Fire Insurance Regulations, so far as these become applicable to the installation. Electrical work in general shall be carried out as following CPWD

Specifications with upto date amendment.

CPWD Specifications for Electrical Works Part – I (Internal) – Latest Rev. with upto date correction slip

CPWD Specifications for Electrical Works Part – II (External) – Latest Rev. with upto date correction slip

Wherever this specification calls for a higher standard of material and or workmanship than those required by any of the above mentions regulations and specifications then the specification here under shall take precedence over the said regulations and standards. In case of discrepancy/ambiguity in the specifications the specifications given herewith will prevail.

BRIDGE AND ROOF CO. (INDIA) LIMITED
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1. If the Contractor shall desire an extension of the time for completion of the work under relevant conditions of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Engineer-in-Charge to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.
2. The Contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.
3. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc., will be considered as property of B AND R/SMPK Authority and will be disposed of to the advantage of B AND R/SMPK Authority.
4. No Compensation for any damage done by rain or traffic during the execution of the work will be made.
5. The Contractor should quote through rate inclusive of cost of materials and carriage to place of working.
6. In the event of emergency the Contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payment as would have been paid by the Contractor and recover the cost from the Contractors.
7. Inconvenience of the public.
 - a) The Contractor(s) shall not deposit material on any item which will seriously inconvenience the public. The Engineer-in-Charge may require the contract(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the Contractor's cost.
 - b) The Contractor undertakes to have the site clean, free from all surplus materials, rubbish etc. upto the satisfaction of the Engineer-in-Charge. All surplus materials, rubbish, etc. will have to be removed to the places fixed by the Engineer-in-Charge and nothing extra will be paid for the same.
 - c) The Contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-Charge may get the site or premises cleared of debris, etc., and recover the cost from the bill of the Contractor if the latter shows slackness in observing this clause.
 - d) Materials brought at site shall not be stacked at random. The Contractor shall stack all these materials as directed by the Engineer-in-Charge.
8. The Contractor will have to make his own arrangements for the carriage of materials.
9. For all items of contract works requiring unskilled labour the Contractors shall be bound to employ unskilled local labour. The expression "local" shall mean and deem to mean the Anchal, the Block, the Thana or the District of the State of Jharkhand where the work will be executed. In cases of non-availability of such unskilled local labour and of other difficulties experienced by the Contractor in recruiting such local labour, the Contractor may, with the prior permission in writing of the Engineer-in-Charge of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of labour from the district where the work will be executed, labour may be recruited by the Contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from the districts as mentioned and when the exigency or progress of work so demands, the Contractor may, with the prior permission in writing of the said Engineer-in-Charge engage labour from the other districts of the State of Jharkhand and in case the same be not available then the Contractor may, with the prior permission of the said Engineer-in-Charge, employ imported labour of other states.

In case where the Contractor fails to secure unskilled local labour or to engage imported labour, the Contractor shall employ labour locally recruited by company or labour imported by company at the rate to be decided by the Engineer-In-Charge of the works concerned whose decision as to the circumstances in which employment of such labour is of mutual advantage to company and the Contractor, will be final and binding on the parties.

10. Ready Mix Concrete as per approved design mix shall be arranged by the Contractor either from own Batching Plant to be installed outside the campus or from approved RMC Plant. For procurement of RMC from RMC Plants, the Contractor shall within 15 days of award of work seek approval towards the RMC plant from which they intend to procure RMC, by submitting the name of the company of the RMC plant along with their (RMC Plant company) credentials / list of Clients. EIC after inspecting the proposed plant may accord necessary approval if the plant found satisfactory or may reject the plant if found unsatisfactory. Contractor shall the propose a new plant name & seek approval. After obtaining the approval from EIC, Contractor shall draw MOU with the approved RMC company & submit the copy of the MOU to EIC before commencement of the job.

EIC reserve the right to exercise control over the quality as well as the quantity of the ingredients, water, & admixture etc. to be used for production of RMC, declaring the materials fit or unfit, checking the calibration of the plant etc. Batching Plant to be used shall be fully computerized & contractor shall submit every batch report of the RMC to EIC at the time of submission of each Bill.

11. The Contractor shall arrange to carry out all mandatory tests on construction materials as prescribed in CPWD Specifications and BIS Code of Practice and maintain all such records of mandatory tests conducted to ensure the quality of work. The Contractor shall produce copy of test report regularly to B AND R / SMPK during inspection of works and otherwise also.
12. The Contractor shall carry out the work of water proofing treatment through specialized firm, who shall submit the 10 years guarantee bond against as per given format leakages / dampness on a Rs. 100/- stamp paper to B AND R. The guarantee shall include rectification of works within the guarantee period of 10 years free of cost if leakage / dampness is reported by the Client. Guarantee bond shall be tripartite agreement form.
13. The Contractor shall not assign or transfer or part with any of the rights, duties or obligations under the agreement, wholly or partly to any other agency without the prior written consent of B AND R / SMPK.
14. All defects notice during the currency of the contract and, also during the defect liability period of 12 months after completion of the work except those pertaining to leakage / dampness shall be got completely and satisfactorily rectified by the Contractor immediately after notifying the defects without any extra payment for the same. In case the defects are such as cannot be rectified or the Contractor fails to rectify these satisfactorily and completely, the Engineer-in-Charge reserves his right to accept the work at reduced rates (provided defects are non-structural) or to get the rectification work done at the risk and cost of Contractor. The decision of the Engineer-in-Charge, in this regard, shall be final and binding on the Contractor.
15. The land shall be made available to Contractor for Construction, free from all encumbrances, Any cost towards clearance of land and change in land use shall be borne by Client, as per actual. The Contractor shall, forthwith take possession of the site from the Engineer-in-Charge and keep it free from all encroachments till completion and handing over the work.
16. The Contractor shall ensure that associated developments works and bulk services are simultaneously Carried out so as to make the buildings functional immediately on completion. Any building even if it is physically ready for occupation, shall be deemed to be completed only from the date of services like water supply, sewerage and electricity are made available for it, by the Contractor.
17. The Contractor shall comply with the Fair Wage Clause and CPWD Contractor's Labour Regulations as mentioned in CPWD Manual.

FORM OF PERFORMANCE BANK GUARANTEE (PBG) IN LIEU OF SECURITY DEPOSIT
(To be executed on Non-Judicial Stamp Paper of Appropriate Value)

1. In consideration of the Employer (hereinafter called "The Employer") having offered to accept the terms and conditions of the proposed agreement between and _____ (hereinafter called "the said Contractor(s)") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, _____ (hereinafter referred as "the Bank") hereby undertake to
(indicate the name of the Bank)
pay to the Employer an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Employer.

2. We, _____ do hereby undertake to pay the amounts due and
(indicate the name of the Bank)
payable under this guarantee without any demure, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay the Employer unconditionally any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal or Arbitration or before any other authority relating thereto, our liability under this present being absolute and unequivocal.

The payment under this Guarantee so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall
(indicate the name of the Bank)
remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer -in-Charge on behalf of the Employer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ further agree with the Employer that the Employer shall
(indicate the name of the Bank)
have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

6. It shall not be necessary for the Company to proceed against the contractor before proceeding against the Guarantor bank and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company

may have obtained or obtain from the contractor shall at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

7. The guarantor hereby declare that it has power to execute this guarantee and the executants has shall powers to do so on its behalf under the proper authority granted to him/them by the guarantor.

8. We, _____ lastly undertake not to revoke this guarantee except with the
(indicate the name of the Bank)
previous consent of the Employer in writing.

9. This guarantee shall be valid upto _____ unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (indicate the name of the Bank).

**INFORMATION REGARDING ELIGIBILITY
LETTER OF TRANSMITTAL**

[To be submitted in Bidder's Letter Head]

From:

To

.....

Subject: Submission of bids for the work of

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed **forms A to O**, Annexures and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineerto approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work	Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

PROCESS COMPLIANCE FORM

[Tenderers are required to print this on their Company's Letter head and sign, stamp before uploading]

To
Bridge And Roof Company (India) Ltd,
(A Govt. of India Enterprise),
Kankaria Centre, 5th Floor,
2/1, Russel Street, Kolkata: 700 071

SUBJECT: ACCEPTANCE TO THE PROCESS RELATED TERMS AND CONDITIONS FOR ETENDERING

Dear Sir,

This has reference to the Terms and conditions for e-Tendering mentioned in **Notice Inviting e-Tender (e-NIT) No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023**

We hereby confirm the following:-

- a) The undersigned is authorized Representative of the Company.
- b) We have carefully gone through the e-NIT (**Notice Inviting e-Tender No. B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023**) and the Rules governing the e-Tendering as mentioned in **Central Public Procurement Portal website <https://eprocure.gov.in>** as well as this documents.
- c) We will honor the Bid submitted by us during the e-Tendering
- d) We give undertaking that if any mistake occurs while submitting the bid from our end, we will honor the same.
- e) We are aware that if B AND R has to carry out e-Tender again due to our mistake, B AND R has the right to disqualify us for this tender.
- f) We confirm that B AND R shall not be liable & responsible in any manner whatsoever for my / our failure to access & submit offer on the e-Tendering site due to loss of internet connectively, electricity failure, virus attack, problems with the PC, digital signature certificate or any unforeseen circumstances etc.

With regards,

Signature with Company Seal

Name:

Company / Organisation:

Designation within Company / Organisation:

Email ID:

Tel. No.

Mobile No. :

FINANCIAL INFORMATION

1. **Financial Analysis**-Details to be furnished duly supported by figures in Balance Sheet, Statement of Profit & Loss account alongwith notes to accounts for the last Five years duly certified by Chartered Accountant mentioning the Firm Registration Number issued by ICAI alongwith full address, as submitted by the applicant to the SMPK (Copies to be attached)

i. **Gross Annual Turnover on Construction works as per Balance Sheet**

Rs/Crores

FY	→	2021-22	2020-21	2019-20	2018-19	2017-18
Gross Annual Turnover on construction works						

ii. **Profit / Loss**

Rs/Crores

FY	→	2021-22	2020-21	2019-20	2018-19	2017-18
Total Assets						
Current Assets						
Total Liabilities						
Current Liabilities						
Profit before Tax						
Profit after Tax						
Net Worth						
Bank Solvency Amount as mentioned in the Bank Solvency Certificate as per Form - B						

Note :

- a. In case of Bidder with Foreign Origin (Outside India), the financial year shall be as applicable for the respective Countries i.e. 2017, 2018, 2019, 2020 & 2021.
- b. Net Worth shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Signature of Chartered Accountant with Seal & FRN.

Signature of Bidder (s)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s. / Shrihaving marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE

- (1) Bankers Certificates should be on letter head of the Bank, self-attested and should have been issued within 90 days from original last date of bid submission.
- (2) In case of Partnership Firm, Certificate should include names of all Partners as recorded with the Bank.

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH THE BIDS ARE INVITED

S. No.	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Remarks

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

PROJECT UNDER EXECUTION OR AWARDED

S. No.	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Upto date Percentage Progress of work	Slow Progress, If any, & reasons thereof	Name & address/ Telephone No. of officer to whom reference may be made	Remarks

Certified that above lists of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Applicant

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS C1 & C2

1.	Name of work / Project & Location	
2.	Agreement No.	
3.	Executed Cost	
4.	Tendered Cost	
5.	Date of Start	
6.	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion	
7. (a)	Whether case of levy of compensation for delay has been decided or not	Yes / No
(b)	If decided, amount of compensation levied for delayed completion , if any	
8.	Performance Report	Outstanding / Very Good / Good /Poor
(1)	Quality of work	Outstanding / Very Good / Good /Poor
(2)	Financial soundness	Outstanding / Very Good / Good /Poor
(3)	Technical Proficiency	Outstanding / Very Good / Good /Poor
(4)	Resourcefulness	Outstanding / Very Good / Good /Poor
(5)	General behavior	Outstanding / Very Good / Good /Poor

Dated : _____

Executive Engineer or Equivalent

STRUCTURE & ORGANIZATION

1.	Name & Address of the applicant		
2.	Telephone No. / Telex / Fax No.		
3.	Legal status of the applicant (attach copies of original document defining the legal status)		
	a) An Individual b) A proprietary firm c) A firm in partnership d) A limited company or Corporation		
4.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)		
		Organization / Place of Registration	Registration No.
5.	Names and Titles of Directors & Officers with designation to be concerned with this work		
6.	Designation of individuals authorized to act for the organization.		
7.	Has the Bidder, or any constituent partner in case of partnership firm Limited Company / Joint Venture, ever been convicted by the Court of Law? If so, Give details?		
8.	In which field of Electrical Engineering / Solar Power plant engineering construction the applicant has specialization and interest?		
9.	Any other information considered necessary but not included above.		

**AFFIDAVIT
(On Non Judicial Stamp Paper duly Notarized)**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirmed M/s _____ have not been blacklisted / debarred / penalized by any government agency or public sector undertaking or judicial authority / arbitration body.
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.
6. The undersigned undertake that I / We have not attested / modified the Tender attached in CPP e-Tender Portal / B AND R. If it is found during the tender stage or later that Tender is modified by us, the Client(s) / B AND R shall have the right to reject our bid.

Signature of Applicant

AFFIDAVIT**(To be submitted in Bidders Letter Head only)**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of **B AND R**, then I / we shall be debarred for bidding in B AND R in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

We do hereby indemnify Client (i.e. SMPK) / B AND R, against all penal action that may be levied / effected by any Concerned Authority for default in any Labour Regulation / PF / ESI and other Statutory Requirement of the relevant Acts / Laws related to the work of the Contractor and will bear the Legal Changes, if any, and will pay the legal changes / dues directly to the Concerned Authority.

Date :

Place :

Signature (s) of Bidder (s)
With Seal of Firm

CERTIFICATE FOR ASSOCIATING ELECTRICAL AGENCY

WILLINGNESS CERTIFICATE

I hereby give my willingness to work as electrical associate for this work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified Supervisor / Engineer for the works as per requirement. I will attend inspection of officers of the department as and when required.

Date:

Place:

Signature of the Electrical Associate

**DETAILS OF TECHINCAL & ADMINISTRATIVE
PERSONNEL TO BE EMPLOYED FOR THE WORK
As per requirement mentioned in Annexure - II**

SI. No	Designation	Total Number	Number Available For this Work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks

Signature of Bidder

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY
TO BE USED IN CARRYING OUT THE WORK**
As per requirement mentioned in Annexure - I

Sl.No.	Name of Equipment	Nos.	Capacity of Type	Age	Condition	Ownership Status		To be Purchased	Current Location	Remarks
						Presently owned	Leased			

**INFORMATION REGARDING CURRENT LITIGATION WITH CLIENT / B AND R,
DEBARRING EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY
THE TENDERER**

(To be typed and submitted in Bidder's Letter Head)

- 01) a) Is the tenderer currently involved in any litigation relating to the works. Yes / No.
b) If yes: - give details.
- 02) Has the tenderer or any of its constituent partners been debarred / expelled by any agency in India during the last 5 years. Yes / No.
- 03) a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No.
b) If yes: - give details.

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Date :

Signature of the Tenderer

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

[To be typed and submitted in the Letter Head of the Company / Firm of Bidder]

To,
(Write Name & Address of Officer of B AND R inviting the Tender)

Dear Sir,

Sub. : Declaration confirming Knowledge about Site Conditions

Ref. : 1) NIT / Tender Specification No. :
2) All other pertinent issues till date

I/We, Hereby declare and confirm that we have visited the Project Site as referred in B AND R Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site Conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorised
Representation of the Bidder)

Date :
Place :

**COMPLIANCE TO BID REQUIREMENT
(To be submitted in Bidder's Letter Head)**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the e-NIT Documents and Addendum to the e-NIT Documents, if any, for subject work issued by Bridge And Roof Co. (India) Ltd.

We hereby further confirm that any terms and conditions if mentioned in our e-NIT offer shall not be recognized and shall be treated as null and void.

(Signature, Date & Seal of Authorized
Representation of the Bidder)

Date:
Place:

INTEGRITY PACT**Between**

M/s. BRIDGE AND ROOF CO. (INDIA) LTD. (B AND R), a company registered under the Companies Act 1956 and having its registered office at **Kankaria Centre, 4th & 5th Floor, 2/1, Russel Street, Kolkata – 700071** hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

....., hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **(Name of Work). Tender Document No.**). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), 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

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 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 material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 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.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 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.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or 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, immaterial or any 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.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes 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.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 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 acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 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 and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 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 equivalent to 10% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 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.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal. The Bidder(s) / Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 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 Bidders/ Contractors /Sub-contractors

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 Vigilance Office.

Section 8 –Independent External Monitor(s).

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, B AND R.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, B AND R within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, B AND R shall decide the compensation to be paid to the Monitor and its terms and condition.
- 8.8 If the Monitor has reported to the CMD, B AND R, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, B AND R has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, B AND R.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, B AND R.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Kolkata.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 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.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place -----

Date -----

Witness: _____
(Name & Address)

Witness: _____
(Name & Address)

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO.: _____
DATED : _____
VALID UPTO : _____

To ,
Bridge and Roof Co. (I) Limited,

Dear Sirs,

In consideration of Bridge and Roof Co. (I) Limited (hereinafter called " B AND R" which expression shall include its successors and assigns), having agreed inter-alia to consider the tender of (Name of the Tenderer) having its Head Office/Registered Office at (_____ Address of Tenderer _____) (hereafter called the "Tenderer" which expression shall include its successors and assigns), for the work of _____ according to Tender No. _____ upon the Tenderer furnishing a Bank Guarantee with all undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money. We _____(Name of the Bank) a Bank constituted / Registered under the _____ Act ,having our head Office / Registered Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the B AND R at Kolkata forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to B AND R, up to an aggregate limit of Rs. _____ (Rupees _____) AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee / Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the B AND R on the Bank until the B AND R discharges this Guarantee/Undertaking subject, however, that the B AND R shall have no claims under this Guarantee/Undertaking after the midnight of _____ 20____ or any written extension(s) thereof. PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically Extended for all claims and demands made by the B AND R for further three months.

2. The B AND R shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time to postpone and/or vary any of the powers, rights, and obligations exercisable by the B AND R against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the B AND R or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in Full force and effect notwithstanding any exercise by the B AND R of the liberty with reference to any of all the matters aforesaid or by reason or any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank Specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the B AND R to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the (existence of any other undertaking or security for any indebtedness of the Tenderer to the B AND R and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

Contd. – P/2

4. The amount stated by the B AND R in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the B AND R for the purpose of these Presents is conclusive of the amount payable by the Bank to the B AND R hereunder.

5. The liability of the Bank to the B AND R under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the B AND R, the Tenderer and the Bank and/or the Bank and the B AND R or otherwise howsoever touching these Presents or the liability of the Tenderer to the B AND R, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the B AND R under these Presents, with the intent that notwithstanding the existing of such difference dispute or instructions, the Bank shall be and remain liable to make payment to the B AND R in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the B AND R.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the B AND R to the Bank either by post or by fax, if transmitted by fax, the transmission shall be complete as soon as acknowledged by Bank.

8. Notwithstanding anything contained herein:

- i) The Bank's liability under this guarantee / undertaking shall not exceed (Amount in figures & words);
- ii) This guarantee / undertaking shall remain in force up to _____ and any extension(s) therefore; and
- iii) The Bank shall be released and discharged from all liability under this guarantee / undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee / undertaking has been extended.

The Bank doth hereby declare that Shri _____ who is authorized to sign this Guarantee /

Undertaking on behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ 20_____

Yours faithfully,

Signature : _____

Name & Designation : _____

Name of the Branch : _____

FORM OF BANK GUARANTEE IN LIEU OF RETENTION MONEY / SECURITY DEPOSIT
(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Page No.: 1 of 2

BRIDGE AND ROOF CO. (INDIA).LTD.,
Kankaria Centre, (5th Floor),
2/1, Russel Street,
Kolkata - 700 071.

Dear Sirs,

In consideration of BRIDGE AND ROOF CO.(INDIA).LTD. (hereinafter called "The Company" which expression shall include its successors and assign) having awarded certain work for and relative to.....
..... (name of the project/work) to (name & address of the contractor) (hereinafter called the "Contractor") upon certain terms & conditions inter-alia mentioned in the Company's Letter of Intent No./Work Order No..... dated..... (hereinafter called the Contract, which expression shall include any formal contract entered into between the Company and the Contractor and all amendments and/or modifications in the Contract) inclusive of the condition that the Company may accept a Bank Guarantee of a Scheduled Bank in India in lieu of Cash Deposit of the Security Deposit as provided for in Clause No..... of the Contract :

We, a body registered/constituted under(name of the Bank) the having registered and Head Office at.....(hereinafter called "the Bank") at the request of the Contractor and with the intent to bind the Bank and its successors and permitted assigns, do hereby unconditionally and irrevocably guarantee payment to the company of the unpaid balance of the Security Deposit upto an aggregate limit of Rs.....(Rupees..... Only) AND undertake to pay the Company on demand & without protest or demur the unpaid balance of said Security deposit subject to the aggregate limit aforesaid of Rs.....(Rupees.....only).

AND the Bank do hereby further agree as follows :

1. The Guarantee/undertaking herein contain shall remain in full force and effect during the period that would be taken for the performance of the said contract and the claim of the Company relative thereto satisfied and/or discharged and the Company accordingly discharge the Guarantee/undertaking subject, however, that the Company shall have no claim under this Guarantee/undertaking after2008, unless a notice of the claim under this Guarantee/undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced after the expiry of the said date namely
2. The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/undertaking, at any time and/or from time to time to anywise vary the said Contract and/or any of the terms & conditions thereof or relative to the said Security Deposit or to extend time of performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or power exercisable by the Company against the Contractor & either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Security Deposit or the Securities available to the Company or any of them and the Bank shall not be released from its liability under these presents & the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its liability hereunder or any part thereof.

3. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee/undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Company (including relative to the said Security Deposit) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
4. The amount stated by the Company in any demand, claim or notice as the unpaid balance of the said security deposit for the time being shall as between the Bank and the Company for the purpose of these presents be conclusive of the said balance.
5. The liability of the Bank to the Company under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank/and or the Bank and the Company, or otherwise whatsoever touching or affecting these presents or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.
6. The Bank shall not revoke this Guarantee/undertaking during its Currency except with the previous consent of the company in writings and also agree that any change in the constitution of the Contractor or the Bank or the Company shall not discharge the Bank's liability hereunder.
7. Notwithstanding anything herein contained our liability under this guarantee is restricted to Rs..... and our guarantee shall remain in full force till (date) unless a suit or action to enforce the claim under this guarantee(date) is filed against Bank within three month from the above date i.e., on or before (date) all your rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.
8. The Bank doth hereby declare that Shri (name of the person signing on behalf of the Bank) who is (his designation) authorised to sign this Guarantee/undertaking on behalf of the Bank & to bind the Bank thereby.

Dated thisday of200

Yours faithfully,
For

Signature

Name & Designation

Name of the Branch

Format for INPUT TAX CREDIT
TO WHOMSOEVER IT MAY CONCERN

Legal Name of Entity	:	
Trade Name of Entity	:	
Registered Office Address	:	
Pin	:	
GSTIN	:	

Please select the applicable response under column C in respect of details set out in column "B".

Case No.	Aggregate Turnover at PAN level (in any preceding financial year from FY 17-18 onwards)	Select the applicable case
(A)	(B)	(C)
1.	More than INR 50 Crores	
2.	Less than or equals to INR 50 Crores	
3.	Specific category excluded from compliance to e-invoicing, as notified.	

I/We,of(hereinafter called as "the Company") do hereby declare that the aggregate turnover of "the Company" computed as per Section 2(6) of Central Goods and Service Tax Act., 2017 exceed limit prescribed for generation of an unique Invoice Registered Number (IRN) and QR code as per the provisions of Central Goods and Service Tax Act., 2017 and rules there under ("GST Law"). Accordingly, we are covered under the ambit of GST e-invoicing provisions w.e.f. 1st October, 2020 and therefore, the invoices, debit notes, credit notes or any other prescribed documents under e-invoicing issued/raised by us duly compliance with the notified e-invoicing provision.

Further, any invoice or document issued by the Company to Bridge and Roof Co. (India) Ltd. having GSTIN: 20AABCB3166E2ZC shall be properly and timely reported under respective return under GST by the Company in line with the notified provisions and the applicable tax collected form Bridge and Roof Co. (India) Ltd. shall be timely and correctly paid to respective Government by us.

We acknowledge that information furnished above are true to the best of our knowledge. In case any of the above information is found to be incorrect at a later date or due to failure on our part to comply with the relevant laws/regulations and if any GST liability, interest, penalties or any other amount becomes payable or input tax credit is denied to Bridge and Roof Co. (India) Ltd. having GSTIN: 20AABCB3166E2ZC, we shall indemnify for the same.

For and on behalf of

(Signature of Authorized Signatory)

Name :



BRIDGE AND ROOF CO. (INDIA) LIMITED

**BIDDING DOCUMENT NO.
B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01**

FOR

Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal.

Volume – II

Price Part

**BRIDGE AND ROOF CO. (INDIA) LIMITED
KANKARIA CENTRE (4TH & 5TH FLOOR)
2/1, RUSSEL STREET,
KOLKATA - 700071**

Technical Specifications

ALL MATERIALS REQUIRED FOR THE ENTIRE WORK, TO BE SUPPLIED BY THE CONTRACTOR SHALL BE IN CONFORMITY WITH THE CPWD SPECIFICATIONS (LATEST REVISION)

THE DETAILED TECHNICAL SPECIFICATIONS & MAKE LIST (FOR DSR & NON-DSR) WILL BE AS PER CPWD SPECIFICATION LATEST REVISION AND BIS CODE OF SATNDARDS.

Technology & Technical Requirements	-	11 Pages
MINIMUM ACCEPTABLE SPECIFICATIONS	-	As per CPWD / Specification enclosed and relevant IS Code

ANNEXURE-P

DRAWINGS

ENCLOSED

PREAMBLE TO SCHEDULE OF QUANTITIES & RATES

[Tenderers are required to print this on their Company's Letter head and sign, stamp before uploading]

1. The Schedule of Rates/Price shall be read with all other sections of this Bidding Document.
2. The Contractor is deemed to have studied the drawings, specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing a site.
3. No claim shall be entertained during currency of this Contract towards any items due to the above including where the Contractor has quoted low/ high rates.
4. Owner / Consultant / B AND R reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Quantities & Rates from the similar items already available in Schedule of Quantities & Rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Quantities & Rates ". In case any activity though specifically not covered in Schedule of Quantities & Rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Quantities & Rates is to be read in conjunction with all other documents forming part of the Contract.
5. All items of work mentioned in the Schedule of Quantities & Rates shall be carried out as per the specifications, drawings and instructions of Owner / Consultant / B AND R and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles and detailing of construction drawings, isometric wherever required as called for in the detail specification and conditions of the Contract.
6. Owner / Consultant / B AND R reserves the right to cancel/ delete/ curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
7. The Schedule of Quantities & Rates (SOQR) rates are deemed to be inclusive of all taxes & duties i.e. **Purchase Tax, Turn Over Tax, Excise Duty, Work Contract Tax, Labour Cess or any other Tax, Royalty, all incidental expenditure including Environmental & Pollution Clearance Charges etc except Goods & Services Tax (GST).**
8. Bidder shall indicate "**above / below / at par (0%) in single percentage basis rounded upto two decimal places** in the "Prices" sheet. Bidder shall not change rate / amount indicated in "Schedule of Quantities & Rates".
9. Bidder shall furnish the details as requested below along with this Preamble to Schedule of Quantities & Rates, to be submitted along with their price offer:

Name of authorized person submitting the tender on behalf of the Bidder (s):

Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date:

HELP FOR THE TENDERER / BIDDER WITH DSC

Instructions / Guidelines for tenders for electronic submission of the tenders have been annexed for assigning the agencies to participate in e-Tendering.

Any agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System; through logging on to <https://eprocure.gov.in/eprocure/app> the agency is to click on the link for e-Tendering site as given on the web portal.

Each Tenderer is required to obtain DSC (Enlisted Class- III) for submission of online e-tendering from any Certifying Authorities (CAs) certified by the Controller of Certifying Authorities (CCA) on payment of requisite amount , details are available at the Web Site www.cca.gov.in

THE TENDERERS / BIDDERS CAN APPROACH ANY ONE OF THE FIVE CAS FOR GETTING DIGITAL SIGNATURE CERTIFICATE. THE WEBSITE ADDRESSES ARE GIVEN BELOW.

www.safescrypt.com

www.idrbtca.org.in

www.tcs-ca.tcs.co.in

www.ncodesolutions.com

www.e-Mudhra.com

<http://hrinfracon.com> [Is LRA and alliance partner of (n) Code Solutions (a div. of GNFC)]

www.crgcorporate.co/ [authorized agent of eMudhra Consumer Services Ltd.]

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Manual bids shall not be accepted. Tenderer / Contractors are advised to follow the instructions provided in the 'Instructions to Tenderer' for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> before proceeding with the tender.

FOR FURTHER INFORMATION, REGARDING SUBMISSION OF TENDER PLEASE VISIT TO BIDDER MANUAL KIT

<https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document like terms and conditions should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated below.

Please send mail to:

- a) (Mr. M. Tewari) : commercial@bridgeroof.co.in | Extn 269 / 298

B and R office: - (033) 2217-4469 to 4473, 2217-4053/4054/4056.

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general like **page not loading, java error, unable to upload document, DSC etc....** may be directed as

Please send mail to:

- a.) (Mr. Kalyan Karar) eprocurement@bridgeroof.co.in
Ph: (033) 2217-4469 to 4473, 2217-4053/4054/4056 | Extn : - 295.

- b.) (Shri. Barun Kanti Das) barunkanti.das@bridgeroof.co.in
Ph: (033) 2217-4469 to 4473, 2217-4053/4054/4056 | Extn: - 268.

NOTE: Requesting bidder, first send an e-mail wait for an hour or so. Before making phone call Company holidays on (2nd & 4th Sat).

Technology & Technical Requirements

1. Technology for Smart lighting at Netaji Subhas Dock

The requirement shared by KOPT is studied by Edge engineering solution and proposing the technology for Smart Lighting Management.

There are two type of control methodology proposed

a) Group Dimming Control for High mast and Lattice Tower Lighting (A single high Mast /Lattice is a group)

b) Individual Control for Street light and flood lights.

a) Group Dimming Control:

- i. Smart Controller for panel – For On/Off control, Energy metering and Fault detection
- ii. Dimming Controller – For Dimming of the all luminaries mounted on 1 High mast / lattice
1 dimming controller used

b) Individual Control

- I. External Individual Controller For On/Off and dimming control of Street Lights and Flood Lights

Technical Evaluation:

The prospective bidders should be OEM or any State Nodal Agency in collaboration with OEM or tender specific authorization from OEM. They have to submit the following documents in support of OEM (LED Luminaries and Driver Manufacturer) pertaining to the mandatory requirements.

Mandatory requirements are applicable for all the Type of Luminaries.

a) Mandatory Requirements:

I) LED Luminaries' Manufacturer Requirements:

- LED Luminaries manufacturer shall have complete in house design, development, production and testing facility for manufacturing of LED luminaries in India. (**Supporting Documents – Confirmation on official letterhead giving details of said facilities with under taking for allowing verification of same by SMP, Kolkata or their authorized representative**).
- Certification from either In-house or Govt. NABL accredited lab to be submitted. Having in house design, development, production and testing facility for manufacturing of luminaries is mandatory.
- LED Luminaries Manufacturer should have In-House NABL Accredited Photometry Laboratory. (**Supporting Document -NABL Accredited Photometry Laboratory certification**).

- The manufacturer of LED Luminaries should be an ISO 9000:2008/ISO 9001:2015 and ISO 14001:2015 certified organization. **(Supporting Document -ISO certification accredited by an IAF member.)**
- LED Luminaries Manufacturer shall have company service network in Kolkata; India to ensure response time of four working days. **(Supporting Document -Confirmation on official letter head giving details of company service network).**
- LED Manufacturer should have separate valid BIS registration number for both luminaries and driver. Driver should have the registration of BIS of the OEM of driver manufacturer. **(Supporting Document-Separate BIS Registration Certificate for Luminaries and Driver).**

II) ENVIRONMENT WITH FACILITIES FOR ASSEMBLY OF LED MODULES AND PCBs AND TESTING:

- Automatic Pick and Place machine for LEDs and electronic components.
- Heat/humidity chamber having minimum range of 0-50°C with alternate arrangement of standby power supply for carrying out endurance tests.
- Electronic driver testing meter with programmable Input Supply to vary input voltages. Meter shall be able to report input parameters like wattage, PF, THD, Input Current and Output Voltage, Output Current etc.
- Integrating sphere for LM 79 / IS 16106:2012 testing of CCT & CRI.
- Temperature controlled automatic wave soldering machine with auto fluxing facility for through whole devices.
- Automatic temperature-controlled re-flow soldering machine for Surface mounted devices.
- Mirror Type-C Gonio-Photometer for LM79 / IS16106:2012 testing for Photometric & Electrical parameters

III) LED LUMINARIES REQUIREMENT:

- LED Chip Efficacy shall not be less than 140 Lumen/watt and System Efficacy shall be greater than 120 Lumens/Watt@ drive current. In respect of LEDs of higher power ratings, drive current greater than 350 mA can be accepted if the LED's LM 80/IS: 16105 test reports support the same. **(Supporting Document- LM-79 & LM-80 Report)**
- LED used should be of SMD (Surface Mounted Device) type. Approved make of LED Chip- CREE / LUMILEDS / NICHIA /OSRAM.
- The LEDs shall comply with Photo biological safety norms as per IEC 62471/ EN62471/ IS: 16108 and should fall in the exempt or low risk group of outdoor Luminaries. **(Supporting Document - Report from Internationally/Nationally accredited Lab.)**

- Rated Minimum life span of LEDs (L70B50) used in the Luminary shall be greater than 50,000 Hrs. at the soldering point temperature of 105 C & at the luminary driving current. **(Supporting Document -TM-21 life projection calculation along with LM80 for all three ambient temperatures of 55, 85, 105 Deg. C as per applicable standard shall be submitted to substantiate that the life of LED Chip (L70B50) shall be more than 50000 burning hours.)**
- Colour temperature of the proposed white colour LED shall be 5700K (i.e., 5665K +/- 355K, as per ANSI standard C78.377A).
- Colour Rendering Index (CRI): Greater than or equal to 70.
- Junction temperature of LED Chip shall not exceed 105 Deg. C in case of SMD. **(Supporting Document - LED manufacture datasheet and thermal and temperature rise type test report).**
- Visible flickering (flicker free) to prevent eye strain, uniform and Glare free, No UV/IR Radiation. **(Supporting Document - LED Luminaire manufacturer Data Sheet, Spectral distribution of the led).**
- The LED Flood Lights should be Integral type.
- The label should mention: Name of Manufacturer, model name and number, system lumen pack, nominal CCT, Wattage of fitting, Date of Manufacture, and other labeling details as per IS. Stickers are not permitted for labels.
- Luminaries shall be heat resistance toughened glass provided with LEDs & secondary polycarbonate lens optics.
- Secondary Lens/Optics: Luminaries should have secondary optical lens of type PMMA (Poly-Methy Methacrylate Acrylic/Borosilicate glass/Polycarbonate).
- Junction temperature of LED Chip shall not exceed 105 Deg. C incase of SMD.
- The LED Flood Lights should be Integral type. Driver unit may be a one or two within the luminaries to meet the requirement if necessary.

IV) LED DRIVER:

- Wirelessly/Remotely dimmable LED driver, registered as per product type under BIS-CRS Compulsory Registration Scheme. Driver should also be Constant Current Type. **(Supporting Document - LED Driver manufacturer Data Sheet).**
- Minimum Efficiency of Driver: 85%. **(Supporting Document-Driver manufacturer datasheet and type test report)**
- Dimming Range and nature of dimming as per scope of work (applicable outdoor lights only). **(Supporting Document-LED Luminaire manufacturer datasheet & dimming characteristics curve).**

- Power factor of complete fitting ≥ 0.95 . **(Supporting Document -LED Luminaries datasheet)**.
- Surge Protection: Minimum 4 kV internal surge protection and external 10 kV Surge Protection device, external to the driver circuit, but within the same housing needs to be used.
- Total Harmonic Distortion (THD): Less than 10% at full load. **(Supporting Document - LED Luminaire manufacture datasheet)**.
- Potted LED Driver: Driver should be fully potted driver for better heat dissipation and should be vibration proof for driver circuit component to increase longevity.
- IP Protection: 66 or above. **(Supporting Document -Driver manufacturer datasheet and type test report)**
- **Protection:**
 - I. Short Circuit Protection.
 - II. Open Circuit Protection.
 - III. Reverse Polarity Protection. Over Voltage Protection. Driver shall
Withstand min 340V for 2 hours and min 300V for 48 hours without failure.
- Driver shall comply with the safety requirements laid down in IEC: 61347-2-13/EN: 61347-2-13/IS: 15885-2-13. **(Supporting Document- IEC: 61347-2-13/ EN: 61347-2-13/IS: 15885-2-13 Test conformance Report)**
- Driver shall comply with the performance requirements as per IEC: 62384/IS: 16104.
- Wide Operating Voltage Range. **(Supporting Document - Driver manufacturer datasheet)**.

v) LUMINARY SYSTEM:

- Housing: Made of pressure die cast Aluminum having sufficient area with fins /heat sink for heat dissipation **(Supporting Document-LED Luminaries manufacturer datasheet)**
- Cover Type: Heat Resistant Toughened Clear Glass or UV Stabilized Polycarbonate Cover **(Supporting Document-LED Luminaire manufacturer datasheet)**.
- Connecting wires used inside the luminaries shall be FR/ FRLS **(Supporting Document - LED Luminaire manufacturer datasheet)**.
- Ambient temperature to be considered as per standard **(Supporting Document- LM 79 Report)**.
- Humidity to be considered: 10% to 90%RH. **(Supporting document- LM79 Report)**.
- Separate Driver and Optical compartments to be provided for efficient heat management and to ensure sustainable operation. **(Supporting Document - LED Luminaries manufacturer datasheet)**.

VI) CONTROLLING & MONITORING PANEL BOX/CONTROLLER - OUTDOOR FEEDER PILLAR WITH INTELLIGENT SMART LIGHTING CONTROL SYSTEM AT THE BASE OF MAST/LATTICE TOWER FOR ZONE WISE CONTROL. ZONE TO BE DECIDED DURING DETAIL ENGINEERING.

- Dimensions and material of the CONTROLLING & MONITORING Panel depends on the design of the service provider having minimum IP65 Protection. The Panel will have the following components:
- MCBs/Fuse, Contactors which protects system and operators in case of electrical malfunction, these should be rated above the lighting load requirement. The CONTROLLING & MONITORING Panel /Controller Panel Should provide protection from Short Circuit, Overload, etc.
- It should allow manual override of the system with Isolator during maintenance and system faults.
- Energy Meter of suitable Current Rating shall be providing at main incomer of the power distribution.
- The system should monitor energy parameters and communicate it with Cloud i.e., Voltage, Current, PF, KWH, Number of operational light, Number of non-operational lights, Status of the incoming supply (power failure), etc.
- The CONTROLLING & MONITORING Panel/Controller will continuously monitor to detect events like faulty lights, etc. and generates alerts by sending SMS/email.
- CONTROLLING & MONITORING Panel/Controller should support GSM/GRPS/3G/4G reliable and safe connectivity with cloud or any other communication to communicate with cloud.
- The CONTROLLING & MONITORING Panel/Controller should be able to wirelessly/Remotely control the LED Luminaries installed on the Lantern carriage on the Top of the High Mast and the LED Luminaries installed on the Top platform of Lattice Tower in a secure manner without data loss.
- The CONTROLLING & MONITORING Panel /Controller or any devices or equipment should be installed with suitable mechanical/civil protection for protection of the devices.

VII) INSTALLATION OF LED LUMINAIRES:

- 3 Core, 1.5 Sq.mm, PVC insulated Flexible Copper Cables should be used for interconnection from the Joint Box on the High Mast Carriage to LED Luminaries in High Masts and from Top Platform DB to Luminaries in case of Lattice Towers.

- Installation and commissioning of LED floodlight/Street Light luminaries along with all its accessories on high mast/Lattice Tower/Light Pole/Structures with proper clamping arrangement etc. complete in all respect.
- The LED Flood Lights should be installed on the carriage without causing any unbalance. Bidder to confirm structural suitability of the mast for light fittings proposed by them.

VII) INSTALLATION OF CONTROLLING & MONITORING PANEL/ CONTROLLER BOX:

- Construction of RCC foundation for the above CONTROLLING & MONITORING Panel Box/Controller Box including supply of foundation accessories consisting of cement, reinforcement steel bars, bricks, sand, stone chips, shuttering materials, labour etc. complete and refilling of earth up to the existing ground level after curing. Installation of the CONTROLLING & MONITORING Panel Box/Controller Box by grouting the stand in concrete.
- Finishing the end of the above XLPE armoured cables by crimping method incl. Supplying and fixing solderless socket tapes, anticorrosive paste & jointing materials.
- Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of the above XLPE armoured cable.
- Supply and laying of 3.5 C, suitable size sq.mm, XLPE insulated Armoured Al cable.
- Interconnection of the earth pit and connecting the equipment's body to earth electrode station including Supply & Fixing of 25 mm X 6mm galvanized (Hot Dip) MS flat as required and connection to equipment's incl. drilling holes, with bolts, nuts, washers, etc.
- Earthing with 50 mm dia. ISI Medium GI pipe 3.00 Mts. long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. long), nuts, washers incl. GI pipe protection to be filled with bitumen partly under the ground level and partly above ground level driven . below the ground level and also providing masonry enclosure on the top of the earth electrode of overall size duly plastered with cement mortar (inside)CI hinged inspection cover of size with locking arrangement,).Additionally, connection with the existing Earthling also should be done.

VIII) ADDITIONAL MANDATORY REQUIREMENT FOR LED STREET LIGHT LUMINAIRE:

- The Wattage of the Street Light Luminaries should not be more than 140 Watt. **(Supporting Document –LM 79 Reports).**
- All the mandatory requirement clauses in technical evaluation above also apply to the Street Lights.
- The Street Lights should be Integral type. **(Supporting Document- LED Luminaire manufacturer Data Sheet).**
- Minimum Lumen output 16800 Lm. **(Supporting Document – LM 79 Report)**
- Model and make of LED Street Lights fittings. **(Supporting Document – LED Luminaire manufacturer Data Sheet)**
- The Driver should be Wirelessly/Remotely Dimmable Driver. **(Supporting Document – Driver manufacturer Data Sheet).**
- The LED Street Light Luminaire should be wirelessly/remotely individually controlled dimmable type. **(Supporting Document – Luminaire manufacturer Data Sheet).**
- Dimming Range should be 10% to 100% of full Glow.
- Only smooth continuous dimming will be accepted.

IX) ADDITIONAL MANDATORY REQUIREMENT FOR INDIVIDUALLY CONTROLLED LED FLOOD LIGHT LUMINAIRE –

- The Wattage of the individually wirelessly/remotely controlled dimmable LED Flood Light Luminaries should not be more than 400 Watt. **(Supporting Document – LM79 Report).**
- All the mandatory requirement clauses in technical evaluation above also apply to the individually wirelessly controlled dimmable LED Flood Light Luminaire.
- The LED Flood Lights should be Integral type. **(Supporting Document – LED Luminaire manufacturer Data Sheet).**
- Minimum Lumen output 48000 Lm. **(Supporting Document – LM79 Report).**
- **Model and make of LED Flood Light Luminaire.** **(Supporting Document – LED Luminaire manufacturer Data Sheet).**
- The Driver should be wirelessly/remotely dimmable driver. **(Supporting Document – Driver manufacturer Data Sheet).**
- The LED Flood Light Luminaire should be individually controlled type. **(Supporting Document – Driver manufacturer Data Sheet).**
- Dimming Range Should be 10% to 100% of full Glow.
- Only smooth continuous dimming will be accepted.

IX) CCMS SYSTEM

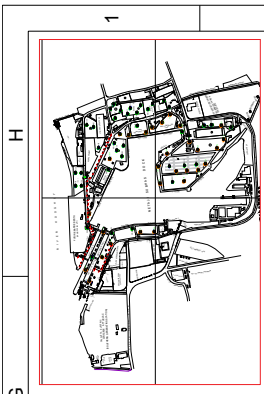
- Design, Supply, Delivery, Installation and Commission of Command, Control and Monitoring System (CCMS) for implementation of Energy Efficient Smart LED Lighting Solution at Netaji Subhash Dock (NSD).
- CCMS should provide Group Control treating all light fittings on an individual High Mast and lattice tower as a single group.
- CCMS should provide individual level control and monitoring for wirelessly/remotely individually controlled dimmable Energy Efficient LED Street Light Luminaire and for individually wirelessly/remotely controlled dimmable Energy Efficient LED Flood Light Luminaire installed on different structures like buildings and gates, poles, etc.

- By giving commands on the CCMS web accessible central management and control software Interface, the authorized personnel can control and monitor all the groups and the individually controlled LED Luminaries.
- Cloud server should be such that during the duration of the contract all the monitoring and operations data should be stored in cloud storage for the entire contract period and should be accessible to authorized personnel's of SMP, Kolkata for future analysis. After the end of the contract, the party has to handover all the past data in any portable storage device as mutually agreed by selected bidder and SMP, Kolkata.
- A reliable communication link should be setup between the devices and cloud server in the proposed network architecture to eliminate loss of data and to securely transfer the data.
- A user friendly dash board should be developed. The content of the Dash board will be finalized during the execution of the project. A proposed sample of the Dash board should be submitted with the proposed solution.
- The CCMS system should give alerts and daily status reports to minimum 10 authorized personnel via SMS, and Email.
- CCMS system should give details of no. of operational and non-operational luminaries. The time of non-functioning of a LED fitting should be denoted with a Date & time stamp & duration of failure should also be recorded and the time of functioning should be denoted with a Date & time stamp with duration.
- CCMS should record and monitor various parameters of each group like Input RMS Current, Input RMS voltage; Power Factor, load in KW/KVA, Energy Consumption, dimming level, Time of switch on and off of each group, etc. should be accessible over the web-accessible central management and control software.
- Setting time for Scheduled ON/OFF of groups via the web accessible central management and control software.
- Setting time for Scheduled ON/OFF of Individually controlled and monitored Street Light LED Luminaries and LED Flood Lights installed on structures. Remote dimming of individually controlled LED Light fittings from CCMS Web interface. CCMS System should record and monitor various parameters of the individually controlled LED Luminaries like input RMS Current, input RMS Voltage, Power Factor, Load in watts, Energy consumption, Dimming Level, time of switch on and off, etc., which should be accessible over the web-accessible central management and control software.
- The Group will be marked as per High Mast Number / Lattice Number and Location wise, the details of which will be provided by SMP, Kolkata.
- Phase cut type of dimming or switching type of dimming will not be accepted. In dimming condition each discrete LED of the individual Luminaire should be in glowing condition with reduced light output as per given command.
- Web Accessible solution should provide remote monitoring and control of the Energy Efficient Smart LED Luminaries through communication networks securely.
- The solution should provide capturing and monitoring the relevant data from the CCMS Panel/Controller Box to check the status of all the electrical parameters of the Group.
- The solution should provide automatic ON and OFF feature of LED Luminaire groups based on ON/OFF timing Set through the CCMS Web Accessible solution interface. The solution should facilitate easy and remote configuration / programming of the system from a web-based interface that can be changed as per requirement.
- The CCMS Panel/Controller Box should have battery backup to store the data in case of power failure.
- The solution should facilitate asset mapping through GPS coordinates of each CCMS panel/controller Box on existing maps.

- The CCMS Panel/Controller box for group control and Controller for individual control should have inbuilt memory buffer storage to store data in case of communication network failure and transfer it as soon as the link is resumed.
- The solution should comprise of cloud-based arrangement ensure reliable data transmission without loss and data storage for the contract period.
- Cloud Server uptime with disaster backup and sufficient storage capacity and processing power to ensure stable operation of the system should be as per MIETY guidelines for procurement of cloud services. CSPs shall ensure that any service offered from Platform as a Service has 99.50 % UPTIME and there is no compromise on performance of the application. CSPs shall ensure that services offered from Platform as a Service are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet SMPK's performance requirements.
- The cloud should have enough storage memory to store all the monitoring and controlling data for the total contract duration.
- The solution should ensure secure and safe database management and trouble free operation of software and allied systems. It should have a self-diagnostic and self-healing feature to identify fault and resume the system by isolating it within shortest possible time.
- The Electrical parameter data should be sent at uniform intervals as programmed (As approved by EIC).
- CCMS Panel /Controller should provide the following minimum (but not limited to) alerts:
 - Load & mains failure.
 - Luminaire failure alert & restoration.
 - High/low mains voltage alert & restoration.
 - Low power factor, etc.
- The system should act in such a way that even if the Controller/CCMS Panel fails due to any reason, the Luminaire should remain 'ON' if the Luminaire is healthy.
- CCMS Panel/Controller Box should have facility to carry out switching operations based on astronomical calendar of the location.
- CCMS Panel/Controller Box should have the facility for localized operation & maintenance in case of emergency or during maintenance with proper safety arrangements.
- The CCMS Panel /Controller Box should have the ability to communicate with CLOUD via cellular networks (GSM/GPRS/3G/4G) or any other communication technology and with LED Wirelessly controlled Luminaire (If required) via other communication technology. All data are to be secured by encryption.
- The Wirelessly individually controlled LED Luminaries should have the ability to communicate with cloud via Cellular networks (GSM/GPRS/3G/4G) or other communication technology or the Wirelessly individually controlled LED Luminaire controller can also form a network to communicate with the Gate way to communicate with the cloud. All data are to be secured by encryption.
- The Controller for wirelessly individually controlled LED Luminaries should be able to send data regarding various electrical parameters, ON/OFF status, etc to cloud directly or via Gateway device as well as should be able to receive commands from CLOUD.

- The CCMS Panel Box/Controller Box and its communication module should be provided with battery backup or equivalent to help store all the data and send a main power failure alarm to the Cloud before it shuts down safely.
- The Web accessible application should facilitate to communicate, control and configure each Controller or CCMS Panel remotely. Remote configuration includes setting new ON/OFF timings, dimming of luminaries, etc.
- The Web accessible application should be able to display LED Luminaire glowing and non-glowing duration controlled by a particular CCMS Panel/Controller box in case of Group control and individual LED Luminaries in case of individually controlled.
- The application should help users to generate various reports related to the system performance parameters such as energy consumption report, Luminaire and system failure report, actual hours of operation, Group uptime (%), Group downtime (%), Luminaire Dimming level, etc. based on historical data on daily, monthly, quarterly or annually basis as the case may be from the data/readings received. The reports should be generated in Excel or PDF or Graphical format.
- The application should provide a map that gives an overview of all CCMS Panel Boxes for High Mast and Lattice Towers on a GIS map.
- The application should offer asset management feature and allow user to locate CCMS Panel Box and individually controlled LEDs through GPS coordinates.
- The application should provide a comprehensive dashboard with status of Groups and individually controlled luminaries, real time faults of various groups and LED Luminaries, system uptime %, Energy consumption, graphical representation of cumulative data, no. of operational and non- operational luminaries etc.
- The application should have required protection like Firewall, Malware, Antivirus etc., as per industry security standards. The application software should be flexible to cater to customized requirement which are not foreseen at this point of time but are deemed necessary during the execution and O&M.
- The application should display the following minimum faults in system generated alarms:
 - Phase-wise currents on crossing threshold values.
 - Phase-Phase or Phase-Neutral voltages on crossing threshold values - Under/over voltage detection.
 - Main power failure.
 - Low Power Factor.
 - Failure of LED Luminaries.
- The application should have facility assign access to the concerned authorities for control and monitoring from their mobile or laptop. The application should provision for notification of all alarms via SMS, and Email to authorized persons.

- Maintenance of High Mast Double Drum Winch, Wire rope, Trailing cable, Main power supply incoming cable of CCMS/Controller Box, Pulley, Carriage, Aviation Light, and Repair of High Mast Motor is beyond the scope of this contract.
- Maintenance of Platform DB and power supply incoming cable of CCMS/Controller Box is beyond the Scope of this contract.



29	LATISH TOWER
36	HIGH MAST
44	STREET LIGHT (SINGLE ARM)
	STREET LIGHT (DOUBLE ARM)



NOTE:

OWNER



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SHYAMA PRASAD MUKHERJEE PORT, KOLKATA

CLIENT



ब्रिज एण्ड रूफ कंपनी (इंडिया) लिमिटेड
BRIDGE AND ROOF CO. (INDIA) LTD.
(एनएचएसएनएन को. लिमिटेड) / (A Government of India Enterprise)

CONSULTANT



EDGE ENGINEERING SOLUTION
ELECTRICAL & INSTRUMENTATION

TITLE: LOCATION LAYOUT LIGHT STRUCTURE AT NETAJI SUBHASH DOCK

DRAWING NO. - EDGE/B&R/SMPK/NSD/01

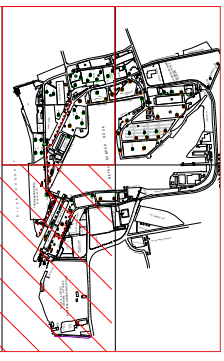
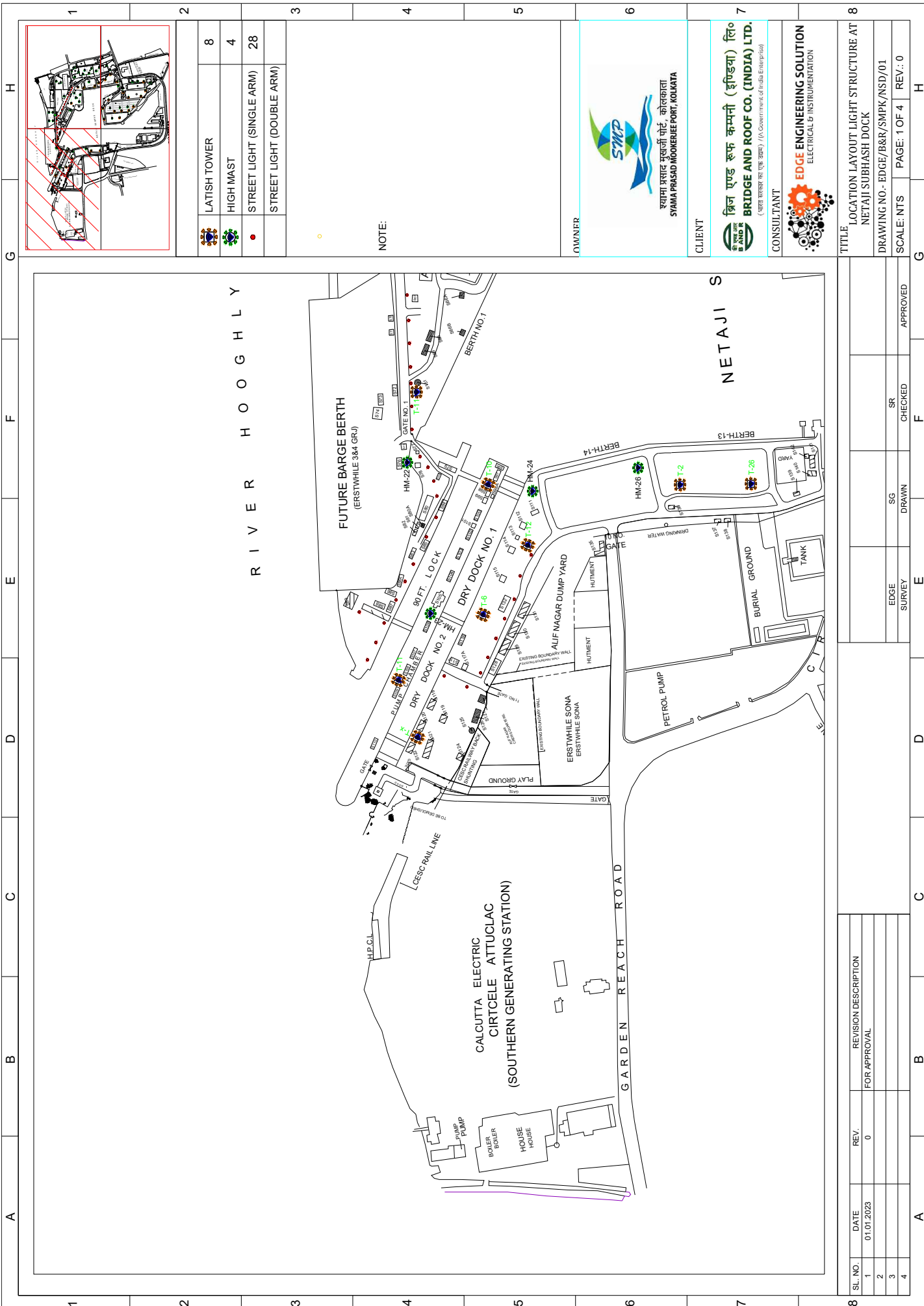
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PAGE: 3 OF 4

REV.: 0

SL. NO.	DATE	REV.	REVISION DESCRIPTION
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3			
4			

EDG	SR	APPROVED
EDG	SR	CHECKED
EDG	SG	DRAWN
EDG	SG	APPROVED



	LATHISH TOWER	8
	HIGH MAST	4
	STREET LIGHT (SINGLE ARM)	28
	STREET LIGHT (DOUBLE ARM)	

NOTE:

OWNER

 स्वामी प्रसाद मुखर्जी पोर्ट, कोलकाता
 SWAMI PRASAD MOOKERJEE PORT, KOLKATA

CLIENT

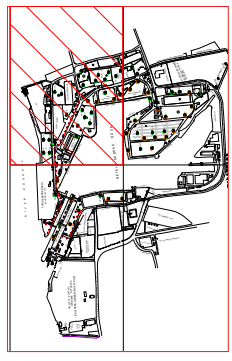
 ब्रिज एण्ड रूफ कंपनी (इंडिया) लिमिटेड
 BRIDGE AND ROOF CO. (INDIA) LTD.
 (ए गवर्नमेंट ऑफ इंडिया एंटरप्राइज)

CONSULTANT

 EDGE ENGINEERING SOLUTION
 ELECTRICAL & INSTRUMENTATION

TITLE: LOCATION LAYOUT LIGHT STRUCTURE AT
 NETAJI SUBHASH DOCK
 DRAWING NO. - EDGE/B&R/SMPK/NSD/01
 SCALE: NTS PAGE: 1 OF 4 REV.: 0

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5	LATISH TOWER
23	HIGH MAST
16	STREET LIGHT (SINGLE ARM)
32	STREET LIGHT (DOUBLE ARM)

NOTE:

OWNER



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

CLIENT



ब्रिज एण्ड रूफ कंपनी (इंडिया) लि.
BRIDGE AND ROOF CO. (INDIA) LTD.
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EDGE ENGINEERING SOLUTION
ELECTRICAL & INSTRUMENTATION

TITLE: LOCATION LAYOUT LIGHT STRUCTURE AT
NETAJI SUBHASH DOCK

DRAWING NO. - EDGE/B&R/SMPK/NSD/01

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4			

EDGE SURVEY	SG DRAWN	SR CHECKED	APPROVED
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Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: Bridge and Roof Co. (I) Ltd., 4th & 5th Floor, Kankaria Centre, 2/1, Russel Street, Kolkata - 700071

Name of Work: Design, Engineering, Manufacturing, Procurement & Supply, Installation, Testing & Commissioning of replacement of all outdoor type Conventional Luminaries with energy efficient LED Luminaries and Web Enabled Smart Control of LED Luminaries at Netaji Subhas Dock, Kolkata, West Bengal

Notice Inviting e-Tender (eNIT) No : B AND R/HO/SMPK/61038/SAMRT-LIGHTING/WORK/NIT/CW/01 DTD. 11.09.2023

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Unit Rate in Rs. P	TOTAL AMOUNT in Figure Rs. P	TOTAL AMOUNT in Words
1	2	4	5	6	7	8
Outdoor Smart Lighting System at Netaji Subhas Dock						
1.00	Supply, Installation, Testing and Commissioning of wirelessly or remotely controlled dimmable Energy Efficient Smart LED Flood Light Luminaires (400W) as a Complete Set on existing High Mast Carriage /Lattice Tower Top Platform as per technical specifications including Controller /CCMS Panel Box and all other required accessories for each group as a whole. This is inclusive of all LED Luminaires (12X400W LED Flood Light) to be installed on a High Mast or Lattice Tower including all accessories for a Group/Tower and dismantling of all existing light fittings.	65.00	Set	663501.66	43127607.90	INR Four Crore Thirty One Lakh Twenty Seven Thousand Six Hundred & Seven and Paise Ninety Only
2.00	Supply, Delivery, Testing, Installation, and Commissioning of individually wirelessly controlled dimmable Energy Efficient Smart LED Street Light (200W) Luminaires on as per technical specifications including individual controller and all required accessories.	97.00	Set	30409.11	2949683.67	INR Twenty Nine Lakh Forty Nine Thousand Six Hundred & Eighty Three and Paise Sixty Seven Only
3.00	Supply, Delivery, Testing, Installation, and Commissioning of Individually wirelessly controlled dimmable Energy Efficient Smart 400W LED Flood Light Luminaires including individual controller to be installed on structures as per technical specifications.	166.00	Set	48783.05	8097986.30	INR Eighty Lakh Ninety Seven Thousand Nine Hundred & Eighty Six and Paise Thirty Only
4.00	Software, networking and any other related cost for successful implementation and running of the solution for the entire contract period.	1.00	Set	3652500.00	3652500.00	INR Thirty Six Lakh Fifty Two Thousand Five Hundred Only
5.00	Cloud Cost for the entire contract period.	1.00	Set	8000000.00	8000000.00	INR Eighty Lakh Only
6.00	AMC for 1st Year after 1 year warranty period.	1.00	Set	841115.00	841115.00	INR Eight Lakh Forty One Thousand One Hundred & Fifteen Only
7.00	AMC for 2ndYear after 1 year warranty period.	1.00	Set	841115.00	841115.00	INR Eight Lakh Forty One Thousand One Hundred & Fifteen Only
8.00	AMC for 3rdYear after 1 year warranty period.	1.00	Set	841115.00	841115.00	INR Eight Lakh Forty One Thousand One Hundred & Fifteen Only
9.00	AMC for 4thYear after 1 year warranty period.	1.00	Set	841115.00	841115.00	INR Eight Lakh Forty One Thousand One Hundred & Fifteen Only
10.00	AMC for 5thYear after 1 year warranty period.	1.00	Set	841115.00	841115.00	INR Eight Lakh Forty One Thousand One Hundred & Fifteen Only
11.00	"NOTE:- THE ABOVE RATE SHALL BE INCLUSIVE OF ALL TAXES & DUTIES, ROYALTIES, CESS, ENVIRONMENTAL & POLLUTION, FITNESS & SAFETY CLEARANCE CHARGES (IF ANY), OR ANY OTHER INCIDENTAL CHARGES ETC BUT EXCLUDING GST."					
Total in Figures					70033352.87	INR Seven Crore Thirty Three Thousand Three Hundred & Fifty Two and Paise Eighty Seven Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			