



SYAMAPRASADMOOKERJEEPORT, KOLKATA (FormerlyKOLKATAPORTTRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS, GOVERNMENT OF INDIA)

(भारत सरकार के बंदरगाह, जहाजरानी और जलमार्ग मंत्रालय के तहत एक स्वायत्त निकाय)

KOLKATA DOCK SYSTEM

कोलकाता डॉक सिस्टम

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

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निविदा के लिए "विद्युत स्थापना कार्यों और अग्निशमन व्यवस्था सहित श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता के फेयरवेडर हाउस इंस्टीट्यूट का संपूर्ण नवीनीकरण

TENDER FOR "Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements"

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सिविल इंजीनियरिंग विभाग
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

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

निविदा संख्या /TENDER NO.: SMPK/KDS/CIV /T/2831/13

DT. 13.03.2024

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

1.0 निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

एनआईटी नं./NIT NO.: SMPK/KDS/CIV /T/2831/13

Dt. 13.03.2024

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements.”** as per Bill of Quantities the Bid Document may be seen from the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMPK website (www.smporkolkata.shipping.gov.in).

निविदा की अनुसूची / SCHEDULE OF TENDER (SOT)

a. निविदा संख्या /TENDER NO.	SMPK/KDS/CIV /T/2831/13 DT. 13.03.2024
b. निविदा का तरीका /MODE OF TENDER	e-Procurement System (Online Two part Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in/) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c.i) कार्य का अनुमानित लागत/Estimated Cost Of Work	Rs3,73,66,070.92 (Rupees three Crore seventy three Lakh sixty six Thousand seventy and Paise ninety two Only)
ii) अग्रिम धन जमा राशि/Earnest Money Deposit	Rs. 7,47,330.00/(Rupees seven Lakh Forty seven Thousand three Hundred thirty Only) DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12 Or payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch
iii) निविदा दस्तावेज की कीमत/Tender Document fee (Non-refundable)	The intending bidders should submit the tender cost of Rs.2950/- (Rupees two thousand nine hundred

	<p>and fifty only) including @18% GST)to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12</p> <p>Or</p> <p>payable through DD / RTGS / NEFT to be transferred on</p> <p>A/C: Syama Prasad Mookerjee Port, Kolkata A/cNo:067502000000491 IFSC:IOBA0000675 BankName:Indian Overseas Bank BranchName:STRAND ROAD Branch</p>
iv)रेलटेल टेंडर प्रोसेसिंग शुल्क/ Railtel Tender Processing Fee (Non-refundable) Mode of Payment: - E-payment Only through Debit/Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST Registration Charges Rs.2000/- +Applicable GST Per Year.
d.पार्टियों को डाउनलोड करने के लिए एउपलब्ध एनआईटी की तिथि/Date of NIT available to parties to download	14.03.2024 to 21.03.2024 (up to 12:00 hrs.)
e. प्रीबिड मीटिंग की तिथि और समय/ Pre – Bid Meeting Date & Time	No Pre-bid meeting
f. अग्रिम धन तथा निविदा दस्तावेज की कीमत जमा करने की अंतिम तारीख/Last date of submission of EMD & Tender Document fee at Syama Prasad Mookerjee Port, Kolkata	28.03.2024 (up to 12:00 hrs.)
g. ई-निविदा को ऑनलाइन जमा करने की प्रारम्भिक तिथि/ Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at Enivida Portal	14.03.2024 (From 14:00 hrs. onwards)
h.ई-निविदा को ऑनलाइन जमा करने की अंतिम तिथि/Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	21.03.2024 (Up to 15:00 hrs.)
i. ई-निविदा को खोलने की तिथि और समय/Date & time of opening of Techno-Commercial Bid	22.03.2024 (After 13:00 hrs.) (Only Techno Commercial Part)

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

अनुलग्नकों की सूची / List of Annexures:

Important Instructions for E- procurement	: - Annexure - A
Commercial Terms & Conditions	: - Annexure - B
Techno Commercial Bid	: - Annexure - C
List of Scanned Documents required to be uploaded: (Document consisting Annexure A to Annexure D To be treated as Techno Commercial Part)	- Annexure – D
Price Bid (Financial Part)	: - Annexure – E
(Both the Techno Commercial Part & Financial Part will be uploaded separately & will be available both in the SMPK website & Enivida Portal)	
General Conditions of Contract	: - Annexure – F

मुख्य अभियन्ता/ **Chief Engineer**
सिविल इंजीनियरिंग विभाग / **Civil Engineering Department**
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता / **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**
निविदा आमंत्रण प्राधिकारी / **Tender Inviting Authority.**

2.0 ई-निविदा के लिए महत्वपूर्ण निर्देश/ Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the Enivida Portal <https://kopt.enivida.in> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

➤ **संपर्क करें /Contact Persons (Syama Prasad Mookerjee Port, Kolkata):**

1. A. Bagchi, Superintending Engineer(Contract)

2 S. Shil, Executive Engineer(C),

फोन नंबर / Phone no.: **03371012457, 03371012398**

ई-मेल आईडी/E-mailIDs :- a.bagchi@kolkataporttrust.gov.in & saurav.shil@kolkataporttrust.gov.in

संपर्क करें (एनीविडा पोर्टल) /Contact Persons (Enivida Portal):

फोन नंबर /Phone No.: - **7278929467/8448288981**

ई / आईडी मेल-E-Mail IDs: - **enividahelpdesk@gmail.com & ewizardkumar@gmail.com**

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addendum. A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the Enivida Portal .
10	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda A declaration in this regard is to be made by the bidder.
1 1	(A) Part-I i.e. Techno commercial bid will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B) Part-II i.e. Price Bid will be opened electronically of only those bidder(s) whose offer will be technocommercially qualified and accepted by KoPT. Such bidder(s) will be intimated the date of opening of Price Bid (Part-II) in due course through valid email confirmed by them. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the in the Enivida Portal

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

फोन नंबर / Phone no – **033 2230-3451** Extension: 398,399,400

फैक्स/ Fax - **(033) 2230-0413**

ई / आईडी मेल-**E-mail id: a.bagchi@kolkataporttrust.gov.in**

& cecontract@kolkataporttrust.gov.in

3.0 वाणिज्यिक नियम और शर्तें / Commercial Terms & Conditions

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

- 8 The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above-mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
- 9 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
- 10 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact **Superintending Engineer (K.P. Dock) at his office at 51, C.G.R. Road, Kolkata 700043 for Civil Work and for Electrical work Superintending Engineer (Electrical) at his office at No. 8 Work Shop at G.R. Road, Kolkata 700043 and Security Officer, Fire Fighting, Port Fire Service, 58, CGR Road Kolkata-43** in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
- 13 **वैधता / VALIDITY: -**
The tender shall remain open for acceptance for a period of) 4चार/ महीने (4 (four) months from the date of opening of techno-commercial bid.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
- 14 **गैर-उत्तरदायी बोलीदाता / NON- RESPONSIVE BIDDER: -**

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

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

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

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

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

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

Offer / tender is submitted with any deviation from the tender terms & conditions.

15 बयाना राशि और सुरक्षा जमा/ EARNEST MONEY AND SECURITY DEPOSIT: - : As per tender Document .

16 प्रदर्शन की गारंटी /PERFORMANCE GUARANTEE: -

The Contractor should submit a Performance Guarantee in the form of B.G. for 10 % of contract value in SMPK's proforma from a Scheduled/ Nationalised Bank within 21 days from the date of receipt of LOI/Work Order, failing which the contract would be rescind without any further notice .The P.G. should be obtained for the full period covering defect liability period of 1(one) years.

17 In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' **apart from other actions.**

कीमतों /PRICES: - As per BOQ given in the tender document.

18

19 The bidder shall quote his price as per the Bill of Quantities in the Price bid

20 Orders may be placed in full/part to the lowest bidder.

21 Price(s) to be quoted should remain firm over the contract period.

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

23 मूल्यांकन पैमाना /EVALUATION CRITERIA:As per relevant clause of Tender document.

24 भुगतान /PAYMENT: - As per Tender document.

25 स्थान /LOCATION: As per Tender document.

26 पूरा होने का समय /TIME OF COMPLETION: As per Tender document.

27 Work is to be carried out as per terms & condition of the contract document.

28 न्यायालय का अधिकार क्षेत्र / JURISDICTION OF COURT: -The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

29 व्यक्तिगत सुरक्षा उपकरण /PERSONAL PROTECTIVE EQUIPMENT (PPE): -

Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-23 may be referred to.

30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.

31 मूल्य समायोजन खंड /PRICE ADJUSTMENT CLAUSE: As per Tender document.

32 तकनीकी क्षमता /TECHNICAL CAPACITY: As stipulated in Tender document.

- 33 वित्तीय क्षमता /FINANCIAL CAPACITY:As stipulated in Tender document.
34. डॉक परमिट /DOCK PERMITS: As per tender document.
- 35 The bidder may offer a Bank Guarantee in the Trustees' specified proforma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Earnest Money /Security Deposit beyond **Rupees 10 (Ten) lakhs**.

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

SYAMAPRASADMOOKERJEEPRT,KOLKATA (FormerlyKOLKATAPORTTRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

CivilEngineeringDepartment

सिविलइंजीनियरिंगविभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

एनआईटी नं/ NIT NO.: SMPK/KDS/CIV /T/2831/13

Dt. 13.03.2024

NOTE: निविदा दस्तावेज डाउनलोड करने की अंतिम तिथि /Last Date of Download of tender documents

:21.03.2024 (upto 14.00 hours)

निविदा प्रस्तुत करने के कारण है/Tender is due for submission by 15.00 Hrs. On 21.03.2024

निविदा खुलने वाली है/ Tender is due for opening after 13.00 Hrs. On 22.03.2024

तकनीकी वाणिज्यिक बोली /Techno Commercial Bid

**निविदा के लिए " विद्युत स्थापना कार्यों और अग्निशमन व्यवस्था सहित श्यामा प्रसाद मुखर्जी
बंदरगाह, कोलकाता के फेयरवेदर हाउस इंस्टीट्यूट का संपूर्ण नवीनीकरण**

**TENDER FOR"Thorough Refurbishment of Fairweather House Institute of Syama
Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire
Fighting arrangements"**

लघु निविदा सूचना / SHORT TENDER NOTICE

E-Tender is invited from reliable, bonafide& experienced agency with required experience as per Pre-Qualification Criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port, Kolkata.

कार्यकानाम/Name of work	:	“Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements.”
एनआईटी नंबर /NIT No	:	SMPK/KDS/CIV /T/2831/13 Dt. 13.03.2024
अनुमानित लागत/ Estimated Cost	:	Rs 3,73,66,070.92 (Rupees three Crore seventy three Lakh sixty six Thousand seventy and Paise ninety two Only)
निष्पादन की अवधि/ Period of Execution	:	8(Eight) Months.
ईएमडी (बयाना राशि जमा)/बोली सुरक्षा /EMD (Earnest Money Deposit)/ Bid Security	:	Rs. 7,47,330.00/(Rupees seven Lakh Forty seven Thousand three Hundred thirty Only)
के डाउनलोड की अवधिई-निविदा(दोनों दिन सम्मिलित) / Period of Download of E-Tender (Both Days Inclusive)	:	14.03.2024 to 21.03.2024(UPTO 14:00 hrs.) (Bid document will be available on website https://kopt.enivida.in). Bidders will have to participate in bidding process through website https://kopt.enivida.in/) only.
प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय / Date and Time for pre-bid meeting & site visit	:	No pre-bid meeting.
ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि/Last date of submission of e-tender and opening of the tender	:	प्रस्तुत करना /Submission on 21.03.2024 Up to 15:00 hrs. खुल रहा है /Opening on 22.03.2024 after 13:00 hrs. (Commercial Part only)
निविदा दस्तावेज की लागत (नॉन रिफंडेबल) / Cost of Tender Document (Non-refundable)	:	The intending bidders should submit the tender cost of Rs 2950/- (Rupees two thousand nine hundred and fifty only) including @18% GST to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12
संपर्क व्यक्ति / Contact Person.	:	A. Bagchi, Superintending Engineer(Contract) S. Shil, Executive Engineer (C), Mob.No 7005292265 03371012457, 03371012398

4.0: बोलीदाता को निर्देश / INSTRUCTIONS TO BIDDER

निविदा के लिए " विद्युत स्थापना कार्यो और अग्निशमन व्यवस्था सहित श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता के फेयरवेदर हाउस इंस्टीट्यूट का संपूर्ण नवीनीकरण

TENDER FOR"Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port,Kolkata including Electrical Installation works and Fire Fighting arrangements

एनआईटी नं/ NIT NO.: SMPK/KDS/CIV /T/2831/13

Dt. 13.03.2024

1.0 आम /GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer (KP Dock)/Superintending Engineer (Electrical)of M&EE Deptt/ Security Office, Fire Fighting** .on any working day before quoting for the tender.

2.0 Cost of tender paper and EMD are to be physically deposited at the office of Chief Engineer at 15, Strand Road, Kolkata-700 001 by vendors/contractors through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc.On any scheduled/nationalised Bank, in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata, **within 3 working days after opening of tender.**

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

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

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

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

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

3.0 बोली प्रस्तुत करने का तरीका /MODE OF SUBMISSION OF BID:

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

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

- i) GST registration certificate.
- ii)a) Valid Trade Licence (Valid for current period & also for type of work).
- b) The Firm has to submit copy of **Electrical Supervisor's Valid License who will carry out & certify the electrical job.**
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **((i.e. 2020-2021, 2021-2022 and 2022-2023).. The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding Cost of EMD and Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work.
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India**(to be mentioned in the letter head of the Firm).**
- xiii) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work**(to be mentioned in the letter head of the Firm).**
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Schedule –T' in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (ANNEXURE –D-1) in lieu of submission of signed copies of the full Tender document,G.C.C,addenda& corrigendum **in the letter head of the Firm.**
- xvi) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xviii) **TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.**

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

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

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

4.0 सुरक्षा जमा राशि / SECURITY DEPOSIT:-

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

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

5.0 विलंब/समय का विस्तार/परिसमापन क्षति/ठेके की समाप्ति / Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

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

6.0 बयाना राशि की वापसी /REFUND OF EARNEST MONEY:-The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the tender document

7.0 ऑफर की वैधता /VALIDITY OF OFFER:-

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

8.0 ई-निविदाकारों की विस्तृत जांच /DETAILED SCRUTINY OF E-TENDERERS:

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

9.0

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

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

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

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

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

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

10. An amount of **Cess for Building & Other Construction Workers' Welfare Cess** [BOCWW Cess] **calculated** at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority statutory deductions will also be made as applicable at the time of payment.

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

- 11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or MSME** are exempted from depositing Cost of Tender Document.
- 11.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, as per NIT.
Otherwise their offer will not be considered.
- 11.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

12.0 मूल्यांकन पैमाना /EVALUATION CRITERIA:-

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

13.0 निविदा की स्वीकृति /ACCEPTANCE OF TENDER:-

- 13.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 13.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 13.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The “Tenderer” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfil all his obligations as required by the Contract.

14.0 विविध/ MISCELLANEOUS:

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- vi) Enlisted/registered contractor of SMPK will get the benefit of exemption of deposition of Earnest Money **up to the prescribed limit**. They are to upload the scan copy of the original T.R. issued to them by SMPK during registration to SMPK relating to **Permanent Security Deposit**.
- vii) The Bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.
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अनुबंध की विशेष शर्तें /SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR “Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements

1. आम/ GENERAL:

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

2. निविदा दस्तावेजों की वरीयता का सहसंबंध और क्रम /CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, Syama Prasad Mookerjee Port, Kolkata, thereon shall be final and binding upon all parties.

The execution of work shall conform minutely to the approved & assigned drawings & specification & any other details drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

3. बोलीदाताओं के लिए पूर्व-योग्यता मानदंड /PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

a)The intending bidder must have successfully completed work of “Construction/maintenance/remodelling/upgradation/ modification of Buildings/Offices including civil and electrical works during the last 7(seven) years ending last day of month previous to one in which applications are invited and the experience should be Either of the following :-

Either (i)03 (Three) completed works each costing not less than **Rs. 1,49,46,428.37**

Or(ii)02 (Two) completed works each costing not less than **Rs. 1,86,83,035.46**

Or (iii)01 (One) completed work costing not less than **Rs.2,98,92,856.74**

b) The Average Annual Financial Turnover of the bidding firm during the **last three years**, ending on **31-03-2023**, should be at least **Rs. 1,12,09,822.00** of the estimated amount put to tender. **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.**

c) Work experience as a sub-contractor shall not be considered as the requisite qualification.

d) Joint Venture forms of association is Allowed for participation in the tender (Joint Venture Terms & Formats are attached vide Clause No. 58 ,Spl. Condition of Contract)

4. काम की गुंजाइश /SCOPE OF WORK:

a) **Civil Works (For 'PART A' of BOQ):**

A. **The work comprises of Dismantling Works:** Dismantling of masonry , P.C.C , R.C.C works.

B. **Earthwork , Concreting Works:** Earthwork in excavation, single brick flat soling , Concreting , shuttering and reinforcement work.

C. **Plastering:** Taking out old damaged plaster, new plastering , damp proofing etc.

D. **False Ceiling and wall Paneling Work:** Wall paneling with Gypsum Plaster Board of 12.5 mm thick, Supplying fitting, fixing decorative lamination , M.F. suspended ceiling made with 12.5 mm thick Gypsum plaster board etc

E. **Wood work**

Repairing /replaced of damaged doors , windows , frame , repairing of wooden stair , door window fittings , Replacement of broken glass etc.

F. **Flooring Work**

Repairing of damage floors , repairing of cracks , Fixing of Tiles in Toilet and Kitchen where necessary.

G. **Plumbing work**

Repairing/replaced of damaged/choked lines and fittings where necessary.

Painting works

Through Painting of inside buildings including servants quarter.

H. **Swimming Pool work** : Construction of new swimming pool with all necessary arrangements.

etc. including all appurtenant works as described and set forth in the Bill of Quantities, Special Conditions of Contract, Technical Specifications of Works, Specification for Materials and Workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract and as per the direction and up to the satisfaction of the Engineer.

SCOPE OF WORK AND TECHNICAL SPECIFICATION FOR ELECTRICAL WORK

(For Part –B of BOQ)

A. The Scope of Work includes:

1. Supply, Installation, Testing and Commissioning of MCBs, MCCBs, DBs, SMDB, Starter, Auto Change over switch, etc.
2. Supply, Installation, Testing and Commissioning of Split Type and Cassette Type AC.

3. Supply, Installation, Testing and Commissioning of various Indoor Type LED Luminaires, Fans, Outdoor Type Luminaires, Chandelier, under water led lights, etc.
4. Electrical Wiring.
5. Earthing of Equipments and installation including treatment of soil, construction of earthing pits incl. supplying and connection with earth bus bar.
6. Supply, Delivery, Installation, Laying, Termination & Commissioning of 1.1 KV Grade XLPE insulated AL/Cu cable as per BOQ.
7. Dismantling of all existing Light fittings, Fans, Cables, DBs, wires, switch board, switches, gadgets, etc. including AC machines and handing it over to the club.
8. Supply, Installation, Testing and Commissioning of Intelligent Addressable Fire Alarm Control panel.
9. Supply, Installation, Testing and Commissioning of Addressable type multi criteria (Smoke cum Heat) detector, Addressable manual call point, Addressable Loop Powered multi tone sounder, Response indicator, I/O module, Metal Junction Box, etc.
10. Supply, Delivery, Installation, and Commissioning of decorative lighting pole with foundation.
11. Supply, Delivery, Installation, and Commissioning of Feeder Pillar Box with foundation.
12. Preparing and submitting of three sets of "As Executed" drawing.

B. Technical Specification for Luminaries:

As per BOQ. Reports such as LM-79, LM80 etc. or any other report from NABL or other national or internationally accredited lab along with technical data sheet for luminaries, drivers etc. needs to be submitted in order to substantiate technical data mentioned in the BOQ. Valid BIS Certificate having R-Number must be submitted for Luminaire and driver.

C. Technical Specification of minimum 3-meter-high decorative lighting pole:

- The control gear tray should be wired with MCB, terminal connectors for loop-in / loop- out arrangement.
- Base plate made of steel grade E250 & foundation bolt of grade 4.6.
- Coated with zinc rich primer and finished using environmentally stable polyurethane- based paint / polyester powder coated of desired Colour.
- Pole size should be of diameter $\varnothing 60.3$ mm and Base part of the pole body consisting of the terminal connectors for loop in loop out with control gear should be of diameter $\varnothing 139.7$ mm.
- Material for Tubes: Steel of Grade YST 210.

D. Technical Specification for Pole Civil Foundation for both 7 meter and 3-meter lighting pole:

- Parameters to be considered in RCC (M20) foundation design: Load bearing capacity of soil (LBC): 10 Mt/m² (Minimum)
Basic wind speed: 50 m/s

Grade of steel reinforcement: Fe 415
Grade of foundation bolt: 4.6

- Height of foundation above ground level (150mm) may be revised to suit the site conditions especially considering the expected water level stagnation.
- 4 Nos. of foundation bolt have to be oriented (located), while casting the foundation such that the door of the electrical junction box faces the required direction.

E. Laying on wall or structure:

Where cable shall be laid on wall or structure, the cable shall be laid by using MS Clamp of adequate strength and size. The maximum distance between clamps shall not be more than 400mm. The cable shall run as straight as possible. When the cable shall pass through wall/floor etc. pipe protection shall have to be given. Before laying of Power Cables, Cable Routes should be checked properly to avoid interference with the existing cables, structures, drains, piping etc. as far as possible and minor adjustments to be done to suit the field conditions, wherever deemed necessary, without any extra cost. Cable Routes should be carefully measured and the contractor shall ascertain the proper requirement of cable for a particular feeder. Sufficient lengths are to be kept for the final connections of the cables to the terminal of the equipment. Various cable lengths cutoff from the Cable Reels should be carefully selected to prevent undue wastage of cables. Continuous length of cables in each drum should be ascertained considering no straight through joints takes place. The cables should be neatly arranged in the Trench/Trays/Pipes in such a manner so that crisscrossing is avoided and final take off to the equipment / switchgear is facilitated. When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided, by the contractor. However, shall it become necessary to cut holes in the existing foundations or structures, the contractor should obtain consent from Engineer, before cutting is done. Cutting, if necessary and mending good of any cut portion should be done by contractor at his cost and risk. Cables should be handled carefully during installation to prevent mechanical injury to the cables. Ends of cables leaving trenches should be coiled and provided with a protective pipe or cover, until such times, the final terminations to the equipment are completed.

F. LT Distribution Board:

Distribution Board with IP42/43 protection along with Incomers and Outgoings as specified in the BOQ is to be provided. Terminal and Interconnection with suitable size of copper wire, extended terminals/spreader link sets and neutral link & provision for earthing attachment is to be provided.

Installation: Such DBs are required to be installed concealed in the wall or on wall (As per BOQ) with double earth protection. They are to be Installed, Tested and Commissioned with suitable arrangement mending good the damages to the original finish.

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

Including all appurtenant works as described and set forth in, Bill of quantities, Special Conditions of contract, Technical Specification of works, and Specification of materials & Workmanship with all additional or varied works which may thereafter be required in accordance with relevant clause of General Conditions of Contract and as per direction of The Engineer of the Contract.

The intending tenderer shall inspect the site of work in consultation with the Engineer and acquaint himself with the nature of Work before preparing his tender. His attention is drawn to relevant clause of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions will be entertained.

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

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

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

The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation, 2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and code of practice for fire safety of buildings (general): Electrical installations, IS: 1646:1997 and code of practice for earthing IS 3043:1987 and Dock Safety Rule & Regulation.

The Contractor should arrange, at their own cost, all necessary tools, tackles, lifting machineries, transport etc., required for the execution of total work. They should also provide all materials, supervision, services, scaffolding, and temporary lighting as required for work purpose etc.

Cleaning of site:

On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. Contractor should also clean the site as required during execution and fully clear the site after completion of all the works. Any holes/drillings/openings/damages made on the wall/roof for drawing of cables/installation of equipment shall be made good by the tenderer at his own cost.

SCOPE OF WORK FOR FIRE ALARM SYSTEM

1. Preparation of detailed layout diagram for each floor based on civil layout drawing.
2. Supply, Installation, Testing and Commissioning of addressable smoke cum heat detectors, addressable manual call points, addressable hooters, and allied devices with the 100% hot redundant Microprocessor based Intelligent Addressable Automatic Fire Detection cum Alarm System, covering the Ground Floor & 1st of Fairweather Officers Club.

3. Basic System Architecture:

The system architecture will comprise of supply, installation, testing & commissioning of addressable detectors and devices catering to the Ground floor and 1st Floor of the building along with necessary wiring, suitable for seamless connection with the Intelligent 100% Hot Redundant Addressable Fire Alarm Control Panel capable of accommodating 250 detector/device per loop in any combination and 3.5 km each loop length, which is located at the ground floor of the building.

Each loop will comprise of Multisensor Detectors, Manual Call Points, Loop Powered Sounders and Modules etc. as per the design requirement. All the devices in the system must have inbuilt isolators and must be loop powered i.e., no extra power supply unit or cable, apart from the loop cable will be there for connecting hooters / modules etc.

4. Typical Loop Structure:

The Automatic Fire Alarm System must be assembled using a modern, redundant system structure and detectors. The controllers and the software for the fire alarm system must be laid out in such a way that a single error of any electronic element or of an external device does not compromise the fire alarm system from functioning normally. The fire alarm system must be 100% fully-redundant, i.e., all control elements (electronic elements) must be present in duplicate.

In the event of a single fault in the control panel or its peripheral devices, all detectors and functions must remain fully functional, and all controllers must remain fully active. When the fault is detected and displayed, the system must continue to function fully. Every detector and every controller module must constantly check its own status and send status information to the microprocessor-controlled and monitored fire alarm control panel. Deceptive alarms must be filtered out by backed-up digital data transmission between detectors and the fire alarm control panel. It must be ensured that a fault in an operating group or a detector does not influence or falsely manipulate the functionality of other operating groups or detectors. In the event of a failure, a short circuit, or a wire break in a detector or in the fire alarm system cable, all other detectors and connected input and output modules must remain fully functional.

A short-circuit / fault isolator must be integrated into every connected input and output module on the loop including detectors / manual call points, monitor & control modules etc. Faulty detectors, modules, and controller modules as well as short circuits or wire breaks must be located and the information about their precise position must be indicated in plain text on the display.

Some areas have false ceiling. In case of areas having false ceiling, the detectors are to be installed above False Ceiling with respective response indicators fixed at below false ceiling.

The assignment and interconnection of detectors into detector zones must be possible from any position on the loop circuit, regardless of the position. Subsequent extensions of a detector zone must be simple to implement. The sensors should be able to detect any variation in heat or smoke in a region from the normal situational parameters. Detectors/ devices will send the signal to the main control and indicating panel. The system then will generate a highly audible alarm sound both in the concerned floor as well as in the main control and indicating panel to alert the concerned persons.

At site single phase 240 V, 50 Hz, AC, is available.

The fire alarm system must be planned, installed, operated, and maintained in full protection in accordance with IS: 2189:2008. The work shall be carried out as per Indian Electricity Act, 2003, Central

Electricity Authority (Measures relating to safety & electricity supply) Regulation ,2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and code of practice for fire safety of buildings (general): Electrical installations, IS: 1646:19.

TECHNICAL SPECIFICATION FOR FIRE ALARM SYSTEM

MULTI SENSOR DETECTOR

The Multi Sensor Detector shall be deployed as a smoke detector, heat detector or as a combination detector, as per the site requirement.

- Principle of function shall be “Scattered light” and “NTC sensor.”
- Smoke detection shall also always involve temperature evaluation.
- In the event of a rapid increase in temperature, it should get annunciated without the formation of smoke.
- Smoke and temperature sensors would be able to be activated and disabled separately.
- Detectors should have in-built integrated short circuit isolator which shall ensure, in the event of a wire break or a short circuit, the fault is localised and that the operation the loop circuit continues unimpeded.
- The detectors should constantly monitor their surrounding conditions with regard to absolute highest temperature and relative temperature increase and should calculate the optimum smoke and heat sensitivity for the area it is deployed in based on these factors.

MANUAL CALL POINT

- The addressable Manual Call Point (MCP) should be capable to manually trigger a fire alarm and should be suitable for connecting to OEMs loop technology.
- The MCPs should contain a short circuit isolator and an alarm LED. The alarm should be triggered by smashing the glass panel, with the alarm remaining in alarm state until a new glass panel is inserted.

ADDRESSABLE LOOP POWERED SOUNDER

The Addressable loop powered sounder should emit signal for acoustic signalling of a fire alarm in indoor areas, suitable for direct connection to the loop. The siren should be with four different types of tone and the volume being set using switches.

The Parameters of loop powered sounder should be

- Signal volume: 89 to 99 dB / 1 m (dependent on sound)
- Short Circuit Isolator: Integrated

INPUT / OUTPUT MODULE

The Input/ Output module should contain relays each containing a potential-free double-throw contact with the power supply also being internally monitored on the loop circuit for under voltage. It should be able to monitor PFC contacts either from beam detector, flow switch like devices. It should also contain an

integrated short-circuit isolator. The protection class of Input module shall be IP 66 with case and with wide operating ambient temperature range.

RESPONSE INDICATOR

Dual LED should be there and should actuate at the time fire detected in the detector connected with it.

JUNCTION BOX:

4"/4" metal Junction box made of 16SWG sheet steel is to be provided for mounting of detectors in the concrete mother ceiling along with necessary glanding.

CABLES

Item Details:

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

- a) 2 C X 1.5 sq.mm XLPE insulated PVC sheathed FRLS armoured Copper cable
- b) 4 C X 1.5 sq.mm XLPE insulated PVC sheathed FRLS armoured Copper cable
- c) 8 C X 0.75 sq.mm shielded twisted pair cable for repeated panel with PVC conduit

± 5% variation will be allowed as per practice.

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

The contractor shall dispose of the debris in connection with this job beyond the office area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer

FIRE ALARM CONTROL PANEL

Fire Alarm Control Panel should be completely modular system construction and should allow it to be used in almost any system, from small systems up to networked systems covering a large area.

Basic Configuration of FIRE ALARM CONTROL PANEL shall include:

Fully redundant microprocessor technology. Full redundancy of the panel for backup in the event of an error. All hardware components of the devices as well as bus connections, shall be doubly (redundantly) laid out.

- Around 240-character LC display for displaying the system status in plain text (alarms, faults etc.)
 - Each loop capacity should comprise a minimum of 250 addressable detectors & devices (any combination of detectors & devices).
- Acoustic and optical alarm notification for alarms and faults.
- Self-testing cyclical test routines, with fully-automatic and detailed fault reporting.
- Possibility to manually test the control panel and its functions.

- Plain text indication of individual detectors and indicator zones.
- All modules shall be fully-redundant.
- Emergency power supply for a supply interruption period of 24 hours.
- One point monitoring for all detector zones.
- Alarm counter.
 - Real time clock and Recognition and evaluation of the status of detectors along with this all-other parameter that are required for making the addressable type control panel full proof should be maintained.

List of Preferred Makes

Sl. No.	Item	Preferred Make	Additional make Of items, if any
1.	MCCB/MCB/DBs/S DBs/SMDBs/Contacto r/Starter/Auto change over switch	ABB/Siemens/L&T/Legrand/Schneider/Havells/C&S	
2.	L.T. power cable	Gloster/Polycab/KEI/Havells	
3.	LED Luminaire/Chandelier	Signify (Erstwhile Philips)/Crompton/Havells/Wipro /Bajaj/Klite	
4.	Enclosure/Loop box	Legrand/L&T/Siemens/ABB/Schneider/Havells/Sintex/Hensel	
5.	Rigid Conduit Pipe/HDPE Pipe	ISI Mark	
6.	PVC Copper wire	Polycab/Finolex/Havells/Gloster/M escab	
7.	Pole	Bajaj/Transrail/Subham Pole/Calcutta Poles/Klite	
8.	Modular switches/ Socket/Ceiling Rose/ Electronic regulator/ Call Bell/ Plug Top	Havells/ Anchor/ Precision/ Roma/Crabtree/ABB/ L&T/ Legrand/Schneider	
9.	Exhaust Fan / Ceiling Fan	Havells/ Usha/ Bajaj / Crompton Greaves /Polar/Atomberg/Orient	
10.	Fire Alarm Control Panel	Schrack Seconet / Hochiki /Detectomat/Bosch/Honeywell/Gen t	
11.	Active Repeater	Schrack Seconet / Hochiki /Detectomat/Bosch/Honeywell/Gen t	
12.	Multicriteria detector	Schrack Seconet / Hochiki /Detectomat/Bosch/Honeywell/Gen t	
13.	Manual Call points	Schrack Seconet / Hochiki /Detectomat/Bosch/Honeywell/Gen t	

14.	Control / Monitor Module unit	Schrack Seconet / Hochiki / Detectomat/Bosch/Honeywell/Gen t	
15.	Response indicator	ASES/ Agni / Honeywell	
16.	Air Conditioning Machine	Hitachi, LG, Voltas, Daikin, Carrier, Whirlpool, Panasonic, Blue Star, Lloyd.	
17.	Electronic Hooter/sounder	Schrack Seconet / Hochiki / Detectomat /Gent	

Note:

- Items of any other make in addition to the make mentioned in the list of preferred makes may be accepted subject to such items shall comply all the technical specification / requirement mentioned in the tender document.
- Request for consideration of such (additional make) of items shall be supported with certificate from any Central Govt. organization ,Public Sector Units , PWDs, State Govt. Organizations regarding satisfactory working/performance of those items during the last three years (minimum)(prior to the starting date of submission of subject e-tender).
- If any additional make for any item is proposed, the same shall be indicated in the column mentioned above and it should be duly signed and uploaded.

If the supporting documents for the aforementioned clauses are not submitted by the bidders in the techno-commercial bid then, it would be considered that the bidders will provide items from list of preferred makes only.

If at any stage, it is found that the item offered with make other than preferred make mentioned as above is not acceptable due to non-fulfillment of the afore-stated criteria or otherwise, the bidder is bound to supply items of preferred make with no additional cost.

Inspection and Testing:

The bidder will supply the materials at site along with Manufacturer's Test Certificate & Guarantee Certificate as applicable. Inspection at site will be carried out as per requirement in accordance to relevant Standard/Technical Specification/Approved Drawing etc. High voltage, Insulation Resistance, Earth Continuity and Earth Resistance tests etc. as applicable prior to commissioning are to be carried out for electrical installation including LT cable (if any). All pre-commissioning tests shall be carried out by the authorized representative of the bidder having valid Supervisor's Certificate of Competency. Test report from NABL or other national or internationally accredited lab or technical datasheet from OEM (as applicable) needs to be submitted in order to substantiate technical data mentioned in the BOQ and technical specifications.

SMP, Kolkata shall have full liberty from time to time and at all times to inspect, examine and test the materials/equipment at site or at manufacturers' premises & workmanship. SMP, Kolkata shall reject any or all of the materials/equipment, workmanship at any and every such time, which may seem to them defective or unfit or improper for the purpose to which they are applied or intended to be applied to or not in accordance with the description mentioned in or intended by the specification of the contract.

Scope of Work For Fire Fighting Arrangements

(For Part-C of BOQ)

1. **Fire Hydrant System Riser** Supply & Installation Of Landing Valve single of 63 Mm Dia With CI Flange ISI 5290 Stainless Steel **.MAKE:-FYREX/KARTER/NEWAGE**
2. **Fire Hydrant System In Yard :-**
Supply & Installation Of Landing Valve single of 63 Mm Dia With CI Flange ISI 5290 Stainless Steel **.MAKE:- FYREX/KARTER/ NEWAGE**
.MAKE:- DEEPAK/KARTER
3. Supply and Installation of **M.S. Fire Hose Cabinet** As per ISI mark single accommodates **2*15 mtr hose** length and one branch pipe. **.MAKE:- DEEPAK/FIRE WALL**
4. Supply and Installation of **M.S. Fire Hose Cabinet** As per ISI mark single accommodates **1*15 mtr hose** length and one branch pipe. **.MAKE:- DEEPAK/FIRE WALL**
5. Supply and Installation of **MS** As per ISI mark **Branch pipe**. **.MAKE:- FYREX/KARTER/NEW AGE**
6. supply and Installation of ISI 903 marked **Fire Fighting Hose of 15 mtrs . Long** Complete with Male & Female Coupling of 63 MM dia With Binding.**.MAKE:-NEWAGE /KARTER /OMEX**

7. supply and Installation of ISI 903 marked **Fire Fighting Hose REAL DRAM 30 MTR LENTH . Long** Complete with Male & Female Coupling of 63 MM dia With Binding. .MAKE:- NEWAGE/KARTER/SAFEZONE
8. Supply & Installation of **3 way fire Brigade inlet WITH NRV100 MM** Consisting of no 63 mm dia with male coupling .MAKE:- SAFEZONE /KARTER/FYREX
9. **painting the exposed MS Pipe with one coat of Etching Primer And With Two Coats of Synthetic Enamel Paints Of Approve Colour/Shade**
10. **Supplying Fixing Testing and Commissioning of Wafer Type CI Dual Plate Check Valve (SLUICE VALVE)** as per IS: 14846 with required flanges , nuts, GI bolts and Gasket etc. All complete as required of the following Sizes MAKE:- DEEPAK/KARTER
11. **Supplying Fixing Testing and Commissioning of Wafer Type CI Dual Plate Check Valve (Non return Valve)** as per IS: 5312 with required flanges , nuts, GI bolts and Gasket etc. All complete as required of the following Sizes MAKE:- DEEPAK/KARTER
12. **Supplying , Fixing, testing and commissioning of slim seal standard lever operated type Butterfly Valve PN 16 With ISI Mark with Nuts, bolts, Washer, Gasket and Flanges Conforming to IS 13095of Following MAKE:- DEEPAK/KARTER**
13. **Supplying , Fixing, testing and commissioning of FOOT VALVE PN 16 With ISI Mark with Nuts, bolts, Washer, Gasket and Flanges Conforming MAKE:- DEEPAK/KARTER**
14. Supplying, installing, testing , and commissioning of Gun Metal/BALL Valve With fittings of Screwed end type. MAKE:- DEEPAK/KARTER
15. **Supplying , Fixing, testing and commissioning of class 'C' heavy duty MS pipes Confirming to IS 1239 and 3589 including the cost shall include cutting welding & labour Charge MAKE:- JINDAL/BANSAL /NIZON**
16. Providing and fixing MS black pipe to IS:1239 **Heavy Class** including all fittings like anchor fasteners, couplings, bends, elbows, tees, flanges, gasket etc. Welding as required painting with coat of solvent based primer and **wrapping with 5 layered corrosion protection tape** (2mm thick with 50% overlapping to get a final thickness of 4 mm on the surface of pipe) coat tar based conforming to IS:10221 including necessary earth excavation and refilling, masonry supports complete in all respect. (For Hydrant under ground piping). MAKE:- PEPKOT
17. 50*50 Angle.
18. **Fire Pump PANEL Work Automatically Assemble (All L& T Parts).**

19. Supplying and Laying of FRLS PVC outer sheath, steel armoured, aluminium conductor, 1100v grade power cables with glands etc. **(Make:- Polycabe /Finolex/KDK)**
20. 3.5C*120sq.mm for main electric pumps. **(Make:- Polycabe /Finolex/KDK)**
21. 4C*16Sqmm.Jockey Pumps. **(Make:- Polycab /Finolex/KDK)**
22. 180 LPM 65 MWC GHEAD AND Jockey pump fitted with Recommended prime mover complete with base frame, coupling, Coupling guard & Companion Flanges, **(Kilosker/ LUBI)**
23. 2850 LPM and 2150 RPM TFC ENGINE fitted with Recommended prime mover Tyre type complete with base frame, coupling, Coupling guard & Companion Flanges only. (Kilosker/LUBI)
24. 1000 LPM and SPLIT CASSING PUMP Main pump 56 HEAD fitted with Recommended prime mover Tyre type complete with base frame, coupling, Coupling guard & Companion Flanges only. (Kilosker/LUBI)
25. ABC EXTINGUISHER5 KG .AUTOMAATIC ..**MAKE:- FIRE WALL/TRAP FIRE/ALAZ.**

4.1 स्थान / LOCATION:

The work shall have to be executed at, **Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata .**

5. साइट तक पहुंच /ACCESS TO THE SITE:

- (a) सड़क द्वारा / By Road: From **CGR Road**.
- (b) सर्कुलर रेल द्वारा /By Circular Rail: **Khidirpur** Railway Station

6. कार्य स्थल / WORK SITE:

The work site is located at **Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata** .Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer (K.P. Dock) 51, C.G.R. Road, Kolkata 700043, Superintending Engineer (Electrical, M&EE Deptt) No. 8 Work Shop, Kolkata 700043 and Security Officer, Fire Fighting ,Port Fire Service,58,CGR Road Kolkata-43** to make the site inspection along with his representative.

7. साइट का निरीक्षण /INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (K.P. Dock)at his office at 51, C.G.R. Road, Kolkata 700043 for Civil Work** and for Electrical work **Superintending Engineer (Electrical) at his office at No. 8 Work Shop at G.R. Road, Kolkata 700043 and Security Officer, Fire Fighting, Port Fire Service, 58,CGR Road Kolkata-43** collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In

case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

8. साइट की शर्तें और काम करने का तरीका /SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed at **Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata** under the jurisdiction of KPD Divisionas detailed in the Scope of Work & B.O.Q. The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

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

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

9. पूरा होने का समय /TIME OF COMPLETION:

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **8(Eight) Months**, including preliminary time from the date of placement of work order.

10. निविदा की पर्याप्तता /SUFFICIENCY OF TENDER:

i)The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and SMPK does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

ii) 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 stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

i) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

11. जाँच और पर्यवेक्षण के लिए पहुँच / ACCESSIBILITY FOR CHECKING AND SUPERVISION:

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

12. कार्यक्रम और प्रगति /PROGRAMME AND PROGRESS:

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

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as

he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

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

13. कार्यों की पद्धति के लिए ठेकेदार की जिम्मेदारी /RESPONSIBILITY OF THE CONTRACTOR FOR METHODOLOGY OF WORKS:

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

15. सामग्री /MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer-In-Charge.

The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

16. गुणवत्ता नियंत्रण /QUALITY CONTROL:

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

17. निर्माणसामग्रीकानमूनाऔरपरीक्षण /SAMPLING AND TESTING OF CONSTRUCTION MATERIALS:

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

18. निर्दिष्टीकरण / कोड और मानक /SPECIFICATIONS/ CODES AND STANDARDS:

All works under this contract will be executed according to the Trustees' Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or

replacements of the Indian Standard Specifications (IS) or any other International Code of Practice/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineer or his representative at site at his own cost and without any additional reimbursement.

19. अस्थायी कार्य /TEMPORARY WORKS:

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

20. संयंत्र और निर्माण उपकरण /PLANT & CONSTRUCTIONAL EQUIPMENT:

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

21. कोंट्रैक्ट कीमत /CONTRACT PRICE:

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

22. काम और प्रारंभिक माप से बाहर सेट करना /SETTING OUT OF WORK AND INITIAL MEASUREMENTS:

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

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

23. सामग्री का अग्रप्रेषण /FORWARDING OF MATERIALS:

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

24. मौजूदा कार्यों का विवरण / PARTICULARS OF EXISTING WORKS:

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

25. सुरक्षा उपाय / SAFETY MEASURES:

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

Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

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

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

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

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

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

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

26. छुट्टी या रविवार का काम /HOLIDAY OR SUNDAY WORK:

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

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

27. बिजली की आपूर्ति /POWER SUPPLY:

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

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

28. जलापूर्ति / WATER SUPPLY:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as

necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

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

29. साइट और कार्य क्षेत्र को साफ रखना / KEEPING THE SITE AND WORKING AREA CLEAR:

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

30. मौजूदा सेवाओं की सुरक्षा / PROTECTION OF EXISTING SERVICES:

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

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

31. निष्पादन के दौरान और समापन के बाद सफाई / CLEANING DURING EXECUTION AND AFTER COMPLETION:

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

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

32. माप की विधि / METHOD OF MEASUREMENT:

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

33. खाते में भुगतान / ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the respective **Superintending Engineer (K.P. Dock) at his office at 51, C.G.R. Road, Kolkata 700043 for Civil Work** and for Electrical work **Superintending Engineer (Electrical) at his office at No. 8 Work Shop at G.R. Road, Kolkata 700043 and for Fire Part Security Officer, Fire Fighting, Port Fire Service, 58, CGR Road Kolkata-43** with necessary documents (including test certificates of Third Party, as applicable, for electrical, fire-alarm & air-conditioning work) in original. Subject to the availability and feasibility of system, SMPK may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of SMPK. In case of extra item of work for electrical, fire-alarm & air-conditioning, the contractor needs to submit original invoice of OEM for materials/spares consumed in the said extra work for consideration of SMPK.

34. श्रम, उपकरण और पौधे / LABOUR, TOOLS & PLANTS:

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

35. कीमतों में वृद्धि/भिन्नता / ESCALATION / VARIATION ON PRICES:

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

36. अनुबंध श्रम कानून /CONTRACT LABOUR LAWS:

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

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

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

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

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

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

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

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

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

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

37. ई.पी.एफ. एवं म.प्र. अधिनियम एवं ईएसआई अधिनियम 1948 का अनुपालन / COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:

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

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

38. क्षतिपूर्ति / INDEMNIFICATION:

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

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act, 1948
- c) The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act 1961
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions Of Service) Act, 1979.
- n) Motor Vehicle Act, latest revision.
- o) The payment of Bonus Act,1965.

39. कर और कर्तव्य / TAXES & DUTIES:

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

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

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Syama Prasad

Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

- Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

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

40. विवादों का निपटारा / SETTLEMENT OF DISPUTES:

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

41. अनुबंध अनुबंध निष्पादित करने के लिए ठेकेदार / CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

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

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

42. स्थानीय संसाधनों का नियोजन / EMPLOYMENT OF LOCAL RESOURCES:

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

43. कोलकाता पोर्ट ट्रस्ट /KOLKATA PORT TRUST:

The expression “KOLKATA PORT TRUST’ appearing anywhere in the tender documents, shall be construed to read as “SYAMA PRASAD MOOKERJEE PORT, KOLKATA”.

44. बोलियों का स्पष्टीकरण / CLARIFICATION OF BIDS:

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

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

Any effort by the Tenderer to influence the Employer’s Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

45. कामगार और मजदूरी /WORKMEN AND WAGES:

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

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

46. अतिरिक्त मदों के लिए भुगतान की दर /RATE FOR PAYMENT AGAINST EXTRA ITEMS:

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

(i) The rate of payment of work involving labour & material shall be fixed on the following basis.

- a) Cost of materials consumed including transport and wastage, plus
- b) Cost of labour actually engaged in the works, plus
- c) Taxes and Duties as applicable, plus
- d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

- (iv) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

47. उद्धृत दर/राशि में असमानता /DISPARITY IN QUOTED RATE/AMOUNT:

If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by

adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly, in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

48. डॉक परमिट /DOCK PERMIT:

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

49. कार्य अवधि /WORKING PERIOD:

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

50. नकद सुरक्षा जमा के एवज में बैंक गारंटी / BANK GUARANTEE IN LIEU OF CASH SECURITY DEPOSIT:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5 of General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

51. प्रदूषण के खिलाफ उपाय /MEASURES AGAINST POLLUTION:

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

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

52. बंदरगाह क्षेत्र के दायित्व /PORT AREA OBLIGATIONS:

The Dock area is a custom bounded area and as such the contractor shall comply with all Regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractor's plants, vehicles, materials, and staff in the area.

Whenever regulations so require, permits shall have to be obtained for such transit of Contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and Workmen to comply with all requirements in this "Restricted Area".

The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

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

53. दोष दायित्व अवधि / DEFECT LIABILITY PERIOD:

The defect liability period for the work is **1 (One) year** from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including

replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contract.

54. मात्रा के बिल में त्रुटियां /ERRORS IN THE BILL OF QUANTITIES:

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

55. Performance Security

Security Deposit shall consist of two parts; i) Performance Guarantee to be submitted as award of work and ii) Security Deposit to be recovered from Running Bills.

Performance Guarantee:

b. The Contractor should submit a Performance Guarantee in the form of B.G. for **10 % of contract** value in SMPK's proforma from a Scheduled/ Nationalised Bank within 21 days from the date of receipt of LOI/Work Order, failing which the contract would be rescinded without any further notice. The P.G. should be obtained for the full period covering defect liability period of 1 (one) years.

The P.G shall be accepted with effect from the date of W.O/LOI. The SMPK bank account details to which amount is to be transferred (accepted only online payable through DD / RTGS / NEFT / Bank Transfer etc) is mentioned below:

A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491

IFSC: IOBA0000675

Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch, Kolkata

The contractor shall be required to deposit an amount equal to 10% of the Contract value of the contract as Performance Guarantee. Performance Guarantee is to be furnished within 21 (twenty-one) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.

56. Refund of performance Guarantee: The performance guarantees to be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).

57. a. Minimum electrical technical staff to be deployed for supervision and execution of work:

Note:

1. Bidder needs to submit authorization letter for the aforesaid staff and supporting educational and experience document during techno-commercial bid. During execution, if the declared technical staff(s) are to be replaced with another staff, prior intimation has to be given to Engineer In-charge for due approval along with aforementioned supporting documents.

Requirement of Technical Staff		Minimum Relevant Experience in LT and/or HT side electrical work (Years)
Qualification	Number	
Graduate Engineer (Electrical)	01	2
Supervisor with valid electrical supervisory certificate	01	5

2. Additionally, the contractor needs to deploy other technical staff, labours etc. as required for smooth and timely completion of work, **whose details are to be furnished positively in terms of Sl. No. xi of Annexure-D of the tender document**

57. b. Minimum Civil technical staff to be deployed for supervision and execution of work:

Sl. No.	Position	Educational Qualification and Experience	No. of Personnel
1.	Engineer	Graduate in Civil Engineering. Minimum 5 years of experience in execution of Civil Construction Works / Repairing Works .	1
2.	Junior Engineer	Diploma in Civil Engineering. Minimum 5 years of experience in execution of Civil Construction Works / Repairing Works .	1

Note:

1. Bidder needs to submit authorization letter for the aforesaid Engineers and supporting educational and experience document during techno-commercial bid. During execution, if the declared technical staff(s) are to be replaced with another staff, prior intimation has to be given to Engineer In-charge for due approval along with aforementioned supporting documents.
2. Additionally, the contractor needs to deploy other technical staff, labours etc. as required for smooth and timely completion of work **whose details are to be furnished positively in terms of Sl. No. xi of Annexure-D of the tender document**

58. Joint venture Tems & Formats:

In case the tender is submitted in joint venture (JV), the Bidder shall submit the following confirmation along with their offer submitted for this tender.

- i.) All joint venture agreements shall ensure that all parties of the joint venture are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii.) Joint venture should be in the nature of legally acceptable agreements and such agreements should be notarized as per format **Annexure-FF**.
- iii.) Such joint venture agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture in terms of financial and technical commitments/contribution. The JV should be equally, severally and jointly responsible.
- iv.) One of the members of the joint venture (JV) shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the joint venture (JV) Members as per the format enclosed in the tender document as **(Annexure-BB)**.
- v.) The Lead Partner shall be authorised to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner. During the entire period of the contract, the Lead Partner cannot be changed. In the event of the Lead Partner becoming defunct, selection of the new Lead Partner would be made, as may be mutually agreed between the remaining partner(s) and SMPK, without any additional financial involvement. As the approval towards such new Lead Partner is the sole discretion of SMPK, it must be approved by them, in writing. The said new Lead Partner shall also be jointly, as well as severally, liable with the remaining partner(s) for the satisfactory performance of the contract as per the scope of these bidding documents.
- vi.) The validity of the joint venture agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vii.) Where the bidder is a joint venture (JV) the average annual financial turnover of the individual members forming the joint venture (JV) shall be submitted.
- viii.) The purchaser of the tender document must be a member of the joint venture (JV) submitting the tender.
- ix.) It is clarified that an unsuccessful bidder or JV shall not be permitted to join a successful JV whose bid is accepted at a later date.
- x.) In case of a joint venture (JV), the combined Technical and Financial Capability of those members forming the Joint Venture as explained in this tender document, should satisfy the conditions of eligibility as defined in the pre-qualification criteria of the tender document.
- x) A Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of

- at least Rs 10 by all members of the joint venture for signing of tender as per format **Annexure-AA**.
- xi) Further, a Power of Attorney is to be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 by the lead member of the joint venture for signing of tender as per format **Annexure-BB**.
- xii) Details of similar works executed successfully by the tenderer and details of financial capability of the tenderer is to be submitted as per format **Annexure-CC & Annexure-DD** respectively.
- xiii) All the members of the Joint Venture participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Annexure-EE**.

Annexure-AA

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)],
residing at _____ [Address of the person(s)], acting
as _____

(Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____

[Name of the Tenderer (in case of a Joint Venture, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- ".....")]

submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Syama Prasad Mookerjee Port , Kolkata, SMPK (Kolkata Port Trust ,KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Joint Venture Members with Seal)

Note –

(In case of Joint Venture, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Joint Venture

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

POWER OF ATTORNEY

Whereas Syama Prasad Mookerjee Port, Kolkata (Kolkata Port Trust) (“the Authority”) has invited tenders from interested parties for “” (Tender No.).

Whereas,,, And
(collectively the “Joint Venture”) being members of the Joint Venture are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at,
M/s..... having our registered office at, M/s. having
our registered office at, and M/s. having our registered
office at, [the respective names and addresses of the registered office] (hereinafter
collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and
authorize M/s. having its registered office at, being
one of the members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint
Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to
conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process
and, in the event the Joint Venture is awarded the Contract, during the execution of the contract, and in
this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or
things as are necessary or required or incidental to the pre-qualification of the Joint Venture and
submission of its bid(s) for the tender, including but not limited to signing and submission of all
applications, bids and other documents and writings, participate in Pre Bid and other
conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts

and undertakings consequent to acceptance of bid(s) of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Joint Venture.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF2019

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Joint Venture)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA(KOLKATA PORT TRUST)

“Thorough Refurbishment of Fairweather House Institute of Svama Prasad Mookerjee Port,Kolkata including Electrical Installation works and Fire Fighting arrangements”

NIT No. SMPK/KDS/CIV/T/2831/13 Dated 13.03.2024

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Single Entity			
Joint Venture Member 1			
Joint Venture Member 2			

Instructions:

1. The single entity tenderer / each member of Joint Venture should furnish its details in the appropriate column.
2. The description of each of the project/work shall have to be provided while giving the following details:
 - (a) Location of the project/work
 - (b) Contact details of the concerned projects/work
 - (i) Name of Contact Person(s)
 - (ii) Designation(s)
 - (iii) Address
 - (iv) Telephone/Mobile No.
 - (v) Fax
 - (vi) Email

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Annexure-DD

Details Of Financial Capability Of The Tenderer

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Joint Venture Member 1	
Joint Venture Member 2	

Please add more rows depending upon Joint Venture Members.

Instructions:

1. The Joint Venture Tenderer including each members should submit its details in the appropriate column.

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Covering Letter(In case of Joint Venture)

Dated :

To,

The Chief Engineer

Syama Prasad Mookerjee Port , Kolkata (Erstwhile Kolkata Port Trust) ,

Civil Engineering Department

6, Fairlie Place, Fairlie Ware House(2nd Floor)

Kolkata-700001

Dear Sir,

- 1) I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at, Syama Prasad Mookerjee Port, Kolkata(Erstwhile Kolkata Port Trust) .
- 2) All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/we also certify the following
 - a. I/we / any of the Joint Venture member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the Joint Venture members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6) I/we declare that :
 - a. I/we have examined and have no reservations to the Tender Document, including the

Addenda issued by SMPK thereon

- b. I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7) I/we understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8) _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Annexure-FF

FORMAT IN CASE OF JOINT VENTURE AGREEMENT

(To be submitted on stamp paper)

This Joint venture agreement is made at _____ on _____ day of _____ 2017 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "first Party") and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as "Second Party") WHEREAS the First party is engaged in the _____ business _____ of _____

_____ AND
WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture for carrying on the work of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/s _____.
- b. It is further agreed by the Joint Venture Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.
- c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner.
- d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:.. The turnover and experience of each party is as under:

First Party:

Second Party:

- f. Subject to above, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture partners for execution of the contract.
- g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Syama Prasad Mookerjee Port, Kolkata to ensure the satisfactory execution of that part of the contract.
- h. The Registered Office of the Joint Venture/Lead Partner shall be at _____
- i. The Joint Venture shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.
- j. Opening and operation of Bank Account:

The Joint Venture shall open and maintain bank account(s) at _____ The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture and to give discharge on behalf of the Joint Venture.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at _____ on this _____ day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

SCHEDULE T
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

ANNEXURE-C (Contd.)

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e. Works in The Hand Of The Bidder At The Time Of Submission Of Tender Offer)

(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

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

(To be submitted with Part-I of Offer) ANNEXURE-C (Contd.)
SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

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

B) In case of a firm -

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

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

1) Full name and address of the Bidder
any special particulars of the Bidder if
desired to be stated.

2) Name of the father of the Bidder.

3) Whether the Bidder carries on
business in his own name or any other
name.

4) When business was started and by
whom.

5) Whether any other person is
interested in the business directly or
indirectly, if so, name and address etc. of
such persons and the nature of such
interest.

6) Whether the Bidder pays Income Tax
over Rs.10, 000/- per year.

Dated:

(Full Signature of Bidder)

(Proforma of Performance certificate/credential of works)

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

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

भाग-I के साथ अपलोड किए जाने वाले दस्तावेज/DOCUMENTS TO BE UPLOADED ALONG WITH PART –I

अपलोड करने के लिए निम्नलिखित दस्तावेजों की स्कैन की गई कॉपी Scanned copy of the following documents to be uploaded:-

- i) GST registration certificate.
- ii)a) Valid Trade Licence (Valid for current period & also for type of work).
- b)Copy of **Valid Electrical Supervisor’s License who will carry out & certify the electrical job.**
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees’ Provident Fund (EPF) Account.EPF Registration Certificate.
- v) Proof of being registered with Employees’ State Insurance Corporation (ESIC), ESI Registration Certificate
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2020–2021, 2021-2022 and 2022-2023).The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**
- ix) Bank Draft/ Pay Order etc. regarding **Cost of EMD and Tender documents / valid NSIC certificate.**
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm).**
- xii) Self- declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm).**
- xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled ‘Concurrent Commitments of The Bidder’ vide ‘Annexure-C’ (Schedule –T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document,G.C.C,addenda& corrigendum **in the letter head of the Firm.**
- xvi) **Last page of “Bill of Quantities”& the “Form of Tender”** duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xviii)**TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.**

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

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

NIT NO.SMPK/KDS/CIV /T/2831/13

Dt. 13.03.2024

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

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

Ref. No.....

Dated:

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer:.....

SYAMAPRASADMOOKERJEEPOR, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

एनआईटी नं/ **NIT NO.:** SMPK/KDS/CIV /T/2831/13 Dt. 13.03.2024

NOTE: निविदा दस्तावेज डाउनलोड करने की अंतिम तिथि /Last Date of **Download** of tender documents : **21.03.2024 (upto 14.00 hours)**

निविदा प्रस्तुत करने के कारण है / Tender is due for submission by **15.00 Hrs.** On 21.03.2024

निविदा खुलने वाली है/ Tender is due for opening after 13.00 Hrs. On 22.03.2024

मूल्य बोली /PRICE BID

निविदा के लिए " विद्युत स्थापना कार्यों और अग्निशमन व्यवस्था सहित श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता के फेयरवेदर हाउस इंस्टीट्यूट का संपूर्ण नवीनीकरण

TENDER FOR“Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements”

ANNEXURE-E (CONTD.)

TENDER FOR "Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements मूल्य बोली / PRICE BID

TENDER PARTICULARS

अनुमानित लागत/ Estimated Cost	Rs3,73,66,070.92 (Rupees three Crore seventy three Lakh sixty six Thousand seventy and Paise ninety two Only)
ईएमडी (बयाना राशि जमा)/बोली सुरक्षा/ EMD (Earnest Money Deposit)/ Bid Security	Rs. 7,47,330.00/ (Rupees seven Lakh Forty seven Thousand three Hundred Only)
निविदा दस्तावेज की लागत(नॉन रिफंडेबल) / Cost of Tender Document (Non-refundable)	The intending bidders should submit the tender cost of Rs.2950/- (Rupees two thousand nine hundred and fifty only) including @18% GST to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12
पूरा होने का समय/ TIME OF COMPLETION	8(Eight) Months.
के डाउनलोड की अवधिई-निविदा(दोनों दिन सम्मिलित) / Period of Download of E-Tender (Both Days Inclusive)	14.03.2024 to 21.03.2024 (UPTO 14:00 HRS.) (Bid document will be available on website https://kopt.enivida.in). Bidders will have to participate in bidding process through website https://kopt.enivida.in /only.
प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय / Date and Time for pre-bid meeting & site visit	No pre- bid meeting
ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि/ Last date of submission of e-tender and opening of the tender	प्रस्तुत करना / Submission on 21.03.2024 Up to 15:00 hrs. खुल रहा है / Opening on 22.03.2024after 13:00 hrs. (Techno Commercial Part only) (टेक्नो कमर्शियल पार्ट और फाइनैशियल पार्ट दोनों एक ही तारीख को खोले जाएंगे)

SYAMAPRASADMOOKERJEEPRT,KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

Office of the Chief Engineer / मुख्य अभियंता का कार्यालय,

6, Fairlie Place, Fairlie Warehouse, Kolkata- 700001/

6, फेयरली प्लेस, फेयरली वेयरहाउस, कोलकाता- 700001।

निविदा के लिए " विद्युत स्थापना कार्य और अग्निशमन व्यवस्था सहित श्यामा प्रसाद मुखर्जी बंदरगाह, कोलकाता के फेयरवेदर हाउस इंस्टीट्यूट का संपूर्ण नवीनीकरण

E TENDER FOR "Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements."

एनआईटीनं/ NIT NO.: SMPK/KDS/CIV /T/2831/13 **Dt. 13.03.2024**

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

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

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

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

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

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

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

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

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

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

2.1 All First Aid, Welfare and safety requirements.

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

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

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

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

The Tender Price thus established would be taken for comparative evaluation of E-Tenderers

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

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

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

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (पूर्व में कोलकाता पोर्ट ट्रस्ट)

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

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TENDER FOR "Thorough Refurbishment of Fairweather House Institute of Syama Prasad Mookerjee Port, Kolkata including Electrical Installation works and Fire Fighting arrangements

एनआईटीनं/ NIT NO.: SMPK/KDS/CIV /T/2831/13 Dt. 13.03.2024

मात्रा का बिल /BILL OF QUANTITIES

SLNo	Description	Qty		Rate	Unit	Amount
	Part A –Civil Work					
	Part –A1- INTERIOR Part					
1	Dismantle all types of Masonry excepting cement concrete plain or reinforced, stacking serviceable Materials at site & removing the rubbish as directed within a lead of 75 Mtr in ground floor including roof.	105	Cum	447.00	Per Cum	46,935.00
2	Dismantle R.C. floor, roof beams etc. including cutting rods and removing of rubbish as directed within a lead of 75 Mtr including stacking of steel bars in ground floor including roof.	25	Cum	1956.00	Per Cum	48,900.00
3	Dismantle all types of plain cement concrete works up to 150 mm thick stacking serviceable Materials at site and removing rubbish as directed within a lead of 75 Metre in ground floor including roof.	25	Cum	939.00	Per Cum	23,475.00
4	Dismantle artificial stone flooring up to 50 mm thick by carefully chiselling without damaging base and removing rubbish as directed within a lead of 75Mtr. In ground floor including roof.	150	Sqm	50.00	Per Sqm	7,500.00

5	Earth work in excavation of the foundation tranches or drains in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing spreading or stacking the spoils within a lead of 75Mtr as directed. The Item including necessary trimming the sides of tranches, levelling, dressing and ramming the bottom, bailing out water etc. as required complete. Depth of excavation not exceeding 1500 mm.	110	Cum	11927.00	Per % Cum	13,119.70
6	Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed.	1000	Sqm	19.00	Per Sqm	19,000.00
7	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge. (White cement, synthetic adhesive and grout material to be supplied by the contractor) With application slurry @1.75 kg/ Sq.m, 20 mm sand cement mortar (1:4) & 2 mm thick cement slurry at back side of tiles, 0.2 kg/ Sq.m white cement for joint filling with pigment. Deep Colour & White	1100	Sqm	1704.00	Per Sqm	18,74,400.00
8	Wall paneling with Gypsum Plaster Board of 12.5 mm thick fitted to G.I. channel of 55 mmx50 mm placed at 300 mm c/c in horizontal direction and metal stand 55 mmx48 mm placed @900 mm c/c in vertical direction connected with G.I. connecting clips. 12.5 mm thick Gypsum plaster based are to be fixed with G.I. channel by machine screws. The boards are to be joined with jointing compound and fibre tape and finished with top coat etc the rate includes the cost of all materials, labour charges including scaffolding etc. complete as per direction of the Engineer-in-charge. In ground floor.	150	Sqm	995.00	Per Sqm	1,49,250.00

9	Supplying fitting, fixing decorative lamination conforming to IS: 2046 : 1995 as per approved make, brand, finish and thickness with fitting, fixing the same on Particle/MDF / Ply Boards with recommended / approved adhesive with proper clipping the sides for better attachment as per direction of Engineer-in charge. The rate includes the cost of labour, adhesive and all incidental charges thereof. In ground floor Glossy/Matt/Suede excluding surface texture or metallic lustre. (ii) Thickness of laminate 1 mm	150	Sqm	688.00	Per Sqm	1,03,200.00
10	(A) Partition of commercial ply as per design fitted and fixed complete (excluding the supporting framework but including necessary teak wood battens of size 40mmx 25 mm): In Ground Floor. (i) 4mm thick	125	Sqm	620.00	Per Sqm	77,500.00
	(ii) 6mm thick	80	Sqm	777.00	Per Sqm	62,160.00
	(iii) 12mm thick	80	Sqm	1039.00	Per Sqm	83,120.00
11	Plain and finished timber planks in partition, shelves etc. fitted and fixed complete as per design (butt joints) in ground floor. (iii) 25mm thick planks. (b) Sishu / Champ / Badam	225	Sqm	1572.00	Per Sqm	3,53,700.00
12	Rendering the Surface of walls and ceiling with White Cement base WATER PROOF wall putty of approved make & brand. (1.5 mm thick).	2450	Sqm	122.00	Per Sqm	2,98,900.00
13	M.F. suspended ceiling made with 12.5 mm thick Gypsum plaster board including G.I. perimeter channel of 0.55 mm flush (having two flanges 20 mm and 30 mm respectively and web 27 mm) along with perimeter of ceiling with G.I. intermediate channel of 0.9 mm thick size 45 mmx15mm placed at 750 mm c/c with G.I. ceiling angle of size 25 mmx10mmx0.55 mm thick fixed to the ceiling with G.I. Cleat and steel expansion fastener ceiling section 0.55 mm thick of size 51.50 mmx26mm fixed to the intermediate channels with the help of connecting clip and in the direction of perpendicular to the intermediate channel of 300 mm c/c 12.5 mm thick Gypsum plastered board are to be fixed under ceiling section as above by machine screws. The boards are to be joined and finished with jointing compound, paper tape and application of top coat etc. as per the direction of Engineer-in-charge. (The rate includes of cost of all materials including taxes, cost of accessories, fittings and fixtures, scaffolding and labour charges etc. complete) In ground floor	650	Sqm	1159.00	Per Sqm	7,53,350.00
14	(e) Supplying ,fitting & fixing Eco-friendly, Water Resistance and Incombustible Calcium Silicate board/tiles (Density >900 Kg per Cu.M.) of approved design and brand placed in the grid module to form a false ceiling all complete as per drawing & direction of Engineer - in- Charge. (i) 6mm thick square edged Calcium Silicate tiles (size	50	Sqm	351.00	Per Sqm	17,550.00

	595mm X 595mm)					
15	Hire and labour charges for the shuttering with centering and necessary staging up to 4Mtr using approved stout props and 25 mm to 30 mm thick hard wood planked with required bracing for concrete slabs beams, columns, lintels curved or straight including fittings, fixing and striking out after completion of the works (up to roof of ground floor) as per the direction of Engineer – In – Charge. 25 mm to 30 mm shuttering without staging in foundation In Ground floor	300	Sqm	209.00	Per Sqm	62,700.00
16	Provide Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation and upto roof of ground floor/upto 4 m Tor steel/Mild steel. JSW/JSPL/SHYAM/SRMB/BMASL /ELECROSTEEL /SSL	3	MT	60150.00	Per MT	1,80,450.00
17	Applying 2 coats of bonding agent with synthetic multi functional rubber emulsion having adhesive and water proofing properties by mixing with A.water in proportion (1 bonding agent : 4 water : 6 cement) as per Manufacturer's specification [Cement to be supplied by the Department]	300	Sqm	88.00	Per Sqm	26,400.00
	(B) Supply of PPC/PSC Cement for item 15(a)	0.20	MT	6289.00	Per MT	1,257.80

18	<p>M.S. structural works in columns, beams etc. with simple rolled structural members (e.g. joists, angle, channel sections conforming to IS: 226, IS: 808 & SP (6)- 1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer-in-charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1956 & IS: 1995 using electrodes of approved make and brand conforming to IS:814- 1957, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental charges such as electricity charges, labour insurance charges etc.</p> <p>Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, rivets, bolts and nuts may be made by adding the actual weight of such items with the weight of finished structural members or 7% of weight for finished structural members weighing not less than 22.5 Kg. / m. or 15 % of weight for finished structural members weighing less than 22.5 Kg. / m. may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no separate payment being made for these items, as per direction of Engineer In Charge.</p> <p>The rates are considered for a height of erection 8m. / 2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m. beyond initial 8m. or part thereof.</p> <p>l) For structural members of specified sections weighing less than 22.5 Kg./m l/F/1/l , P-99 Bldg sch. 2017 and 3rd CORRIGENDA & ADDENDA page 84 , dated: 04.06.18</p>	3	MT	72603.00	Per Mt	2,17,809.00
(a)	Supplying, fitting galvanised 3 ply 12 gauge / 4 points line of barbed wire in fencing (holes already made in the body of the post) or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the cost of cutting and of lapping joints in the wire as necessary but excluding the cost of galvanised staples, straining bolt and binding wire where necessary. (Payment to be made on the length of individual lines of wire.)	200	Mtr	2768.00	Per % Mtr.	5,536.00
(b)	Supplying fitting and fixing 600 mm (+/- 30 mm) diameter R.B.T (Reinforced Barbed Tape) Concertina fencing on wall top using concertina coils stretched to approx.6 meters length at site clipped with two nos. of horizontal R.B.T strands which will be tensioned and fixed with the vertical M.S angle iron posts by means of security fasteners (such as 'C' clips, R.B.T clips etc.)(The rate is exclusive of the cost of posts)	100	Mtr	408.00	Per Mtr	40,800.00

19	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. (This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	750	Sqm	29.00	Per Sqm	21,750.00
20	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. (This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	750	Sqm	38.00	Per Sqm	28,500.00
21	Provide and paint with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface if necessary. On timber plastered, steel or other metal surface with high gloss of approved quality. A.Two coats in timber or plastered (with any shade except white) With hi-gloss of approved quality	750	Sqm	81.00	Per Sqm	60,750.00
	B.Two coats (with any shade except white) on steel or other metal surface .With hi-gloss of approved quality	750	Sqm	79.00	Per Sqm	59,250.00
22	Removing old scales, blisters etc. of interior surface of walls, ceiling by scraping etc. and preparing smooth and even surface with rendering or cement mortar (1:2) (as necessary), to make the surface suitable for receiving distemper. (Payment against this item will be made only when this has been done on the specific direction of the Engineer-in-charge).	2000	Sqm	1017.00	Per % Sqm	20,340.00
23	Providing and lay 125 mm. thick bricks work with 1st class brick in cement mortar (1:4). In ground floor	50	Sqm	736.00	Per Sqm	36,800.00
24.a	Provide and lay bricks work with 1st class bricks in cement mortar (1:6). In foundation and plinth	40	Cum	5413.00	Per Cum	2,16,520.00
b	In superstructures, ground floor.	50	Cum	5636.00	Per Cum	2,81,800.00
25.a	Provide and lay plaster to wall, floor, and ceiling with sand & cement mortar (6:1) including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface by chipping, etc., including throating, nosing and drip course where necessary in ground floor. [Excluding cost of chipping over concrete surface] Ground floor. 20 mm. thick plaster.	1700	Sqm	175.00	Per Sqm	2,97,500.00
25.b	10 mm thick Plaster with 1:4 cement mortar For ground floor	100	Sqm	133.00	Per Sqm	13,300.00
26	Neat cement punning about 1.5mm thick in wall, dado, windowsill, floor etc. NOTE: Cement 0.152 cu.m per 100 sq.m.	200	Sqm	34.00	Per Sqm	6,800.00

27	Teflon Nozzles for Grouting: Drilling and fixing Teflon nozzles in RCC/Masonry members, Drilling 12 mm dia. & 50 to 75 mm deep holes in structural members at the intervals upto 450 mm in staggered manner or as directed by the Engineer. (Approx 3 nos / Sqmt) Cleaning of holes: Clean the holes by air blower prior to fixing nozzles. Fixing of Nozzles: Insert 12 mm dia. Teflon nozzles in cleaned holes. External end of nozzles to be machined to receive outlet of grouting gun. Fix it inside the holes by applying Lokfix to ensure complete sealing. Wait till it gets set. After completion of grouting remove excess nozzle part without damaging structural elements.	1500	Nos	64.00	Per No	96,000.00
28	Sealing of cracks / porous concrete by injection process through nipples/Grouting complete as per Technical specification.	200	Kg	59.00	Per Kg.	11,800.00
29	Provide and mixed plasticized expanding grout admixture like Cerbex 100 of Fosroc or equivalent.	1800	gm	62.33	Per 100 gm	1,121.94
30	Provide & apply two coats of cementitious water proof coating Paint like Nitocote CM210 of Fosroc or equivalent in wall and ceiling surface after necessary scraping the existing Wall surface, all complete.	500	Sqm	245.00	Per sqm	1,22,500.00
31	Provide and apply shrinkage controlled polymer modified fibre reinforced cementitious repair mortar like Renderoc SP40 of Fosroc or equivalent up to 12 mm thickness by hand or spray application as per specification.	500	Sqm	801.54	Per sqm	4,00,770.00
32	Supply and provide mixing polypropylene fibre like Recon fibre to be mixed with concrete and mortar @ 1.00kg/cum or 150 gm per cement bag(50 Kgs) as per manufactures specification.	50	Kg	338.13	Per Kg.	16,906.50
33	Provide iron butt hinges of approved quality fitted and fixed with steel screws, with I.S.I. Mark. A.75 mm. x 40 mm. x 1.12 mm.	50	Nos	28.00	Each	1,400.00
	100 mm. x 58 mm. x 1.90 mm.	60	Nos	47.00	Each	2,820.00
34	Provide iron socket bolt of approved quality fitted and fixed complete.	30	Nos	63.00	Each	1,890.00
	A.150 mm. long x 10mm. dia. bolt.					
	B.225 mm. long x 10mm. dia. bolt.	15	Nos	77.00	Each	1,155.00
35	Provide iron door ring of dia 50 mm. of approved quality fitted and fixed with nuts and washer complete.	30	Nos	17.00	Per Nos.	510.00
36	Supplying, fitting and fixing M.S. clamps for door and window frame made of flat bent bar, end bifurcated with necessary screws etc. by cement concrete(1:2:4) as per direction. (Cost of concrete will be paid separately) 40 mm. x 6 mm. above 250 mm long	50	Nos	29.00	Per Nos.	1,450.00
37	Provide Godrej Hydraulic door closer fitted and fixed complete. Heavy type	10	Nos	2064.00	Per Nos.	20,640.00

38	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	12	Nos	1954.00	EACH	23,448.00
39	Anodised aluminium D-type handle of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 230/72) fitted and fixed complete: (a) With continuous plate base (Hexagonal / Round rod) (ii) 100 mm grip x 10 mm dia rod.	20	Nos	69.00	EACH	1,380.00
40	Provide Anodised aluminium floor door stopper	15	Nos	70.00	Each	1,050.00
41	Take out door and window shutters and rehanging the same with old fitting with new iron screws.	35	Sqm	78.00	Per Sqm	2,730.00
42	Labour for taking out door and window frame including shutter for repair or replacement of different parts of the frame and refixing the same including mending good all damages complete. (Concrete and brick work for mending damage will be paid separately) a) Upto area 2.5 Per Sqm.	10	Sqm	119.00	Per Sqm	1,190.00
43	Easing doors and windows.	20	Nos	17.00	Per Nos.	340.00
44	Take out shutter of door and window dismantling by parts (for repair or replacement of damaged parts) reassembling and refitting and rehanging same with old fittings but with new screws as necessary. (Where different parts of same shutter are renewed under different item, payment under item 34 will be made once only).	15	Sqm	126.00	Per Sqm	1,890.00
45	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be corrected upto three decimals). sal local Note: For 2nd floor	0.50	Cum	78071.00	Per Cum	39,035.50
46	Supplying solid flush type doors of commercial quality, the timber frame consisting of top and bottom rails and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 37.5mm wide battens places both ways in order to make the door of solid core and internal lipping with Garjan or similar wood veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing shutters in position but excluding the cost of hinges and other fittings in 2nd Floor (a) 32 mm shutter, Single leaf	15	Sqm	2387.00	Per Sqm	35,805.00
	(b) 32 mm shutter, Double leaf	10	Sqm	2417.00	Per Sqm	24,170.00

47	Provide and fix panel shutter of doors and window of 35 mm thick shutters with 19 mm. thick panel of size 30 to 45 cm with Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak. as per design (each panels consisting of single plank without joint including the fitting and fixing the same in position but excluding the cost of hinges and other fittings in ground floor. In case of non-supply of single plank panel rate of reduction of 20% will be Made.	10	Sqm	2948.00	Per Sqm	29,480.00
48	Glazed shutters of doors, windows, fan light, clerestory windows etc. as per design (with ordinary glass of 7.4kg./sq.m. 3mm. Thick) fitted with putty bed and teak wood bead and nails including fitting and fixing shutter in position but excluding the cost of hinges and other fittings. cost of glass, putty, wooded beads etc.will be paid separately. In 2nd floor. (ii) 35mm thick shutters. (b) Sishu, Gamar, Champ,Badam,Bhola, Mogra, Hallak.	10	Sqm	2780.00	Per Sqm	27,800.00
49	Supplying best Indian sheet glass panes set in putty and fitted and fixed with nails and putty complete. (In all floors for internal wall & upto 6 m height for external wall) 3 mm thick (weighing 7.4 kg/Sq.m) [Note:- Add 5% extra for each 6 Mtr. height or part thereof beyond the initial height of 6 Mtr. for item A (1 to 5) & B (10) only. This extra rates is applicable for external works. For maintenance work, 20% extra on the rate of corresponding item to be added]	20	Sqm	477.00	Per Sqm	9,540.00
50	Renewing worn out putty of glass panes Panes not exceeding 0.2 Sq.m	60	Nos	33.00	Each	1,980.00
51	Taking out rain water down pipe.	100	Mtr	895.00	% Mtr.	895.00
52	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	300	Cum	166.00	Per Cum	49,800.00
53	(A) Ready mix Wax polishing to wood work including preparing surface. On old wax polished surface including removal of old	50	Sqm	115.00	Per Sqm	5,750.00

	polish.					
	(B) French polishing to wood work including preparing surface (ordinary gloss) - on new wood work	50	Sqm	538.00	Per Sqm	26,900.00
54	Iron catch hook of approved quality fitted and fixed to shutter and chowkat 6mm dia x 225mm long.	20	Nos	64.00	Each	1,280.00
55	Wood work in posts, post plates, rafters, battens, truss members, purlins etc. fitted and fixed complete (excluding the cost of bolts, paints, but including the cost of nails, screws etc.) Sal : Local.	0.50	Cum	77735.00	Per Cum	38,867.50
56	Anodised aluminium Aldrop / Sliding bolts of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 2681/66) fitted and fixed complete. 250mm x 16mm dia bolt.	10	Nos	233.00	Each	2,330.00
57	Styles and rails of wooden shutters fitted and fixed complete. (Payment to be made on area of new work only). 35 mm thick. Sishu, Gammar, Champ, Badam, Bhola, Magra, Hallek	1.00	Sqm	2292.00	Per Sqm	2,292.00
58	Taking out existing partition/ceiling of particle board, masonite board, ply board, soft board etc. of any thickness and refixing same in new position with necessary clamps making holes in walls, floor, roof and mending damages if any.[concrete plaster will be paid separately]	50	Sqm	55.00	Per Sqm	2,750.00
59	Supplying, fitting & fixing 1st quality Ceramic tiles in walls and floors to match with the existing work & 4 Per Nos. of key stones (10mm) fixed with araldite at the back of each tile & finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive & grout materials etc. A.Floor With Sand Cement Mortar (1:4) 20 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m & joint filling using white cement slurry @ 0.20kg/Sq.m. Area of each tile above 0.09 Sq.m Coloured decorative	70	Sqm	920.00	Per Sqm	64,400.00
	B.Wall With Sand Cement Mortar (1:3) 15 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m & joint filling using white cement slurry @ 0.20kg/Sq.m. Area of each tile above 0.09 Sq.m	250	Sqm	1109.00	Per Sqm	2,77,250.00

	Coloured decorative					
60	Supplying profiles of required section made of Aluminium Alloy Extrusions conforming to IS: 732-1983 and IS: 1285-1975; Anodized (with required film thickness and specified colour / natural) matt finished conforming to IS: 1868-1983 for fabrication of composite door, sliding & casement windows, partitions, formed of basic sections of any ISI embossed / certified make and brand as per direction of Engineer - In- Charge. (Payment will be made on finished length of the work). i) Bottom frame	20	Mtr.	244.00	Per Mtr.	4,880.00
	ii) Top and side frame.	30	Mtr.	218.00	Per Mtr.	6,540.00
	Shutter for all track sliding window. iv) Bottom & Top member.	30	Mtr.	131.00	Per Mtr.	3,930.00
	v) Style side member.	25	Mtr.	128.00	Per Mtr.	3,200.00
	vi) Interlock Member	25	Mtr.	161.00	Per Mtr.	4,025.00
61	Labour charge for fabrication and installation of composite door, window, partitions made from anodized extruded alloy aluminium sections for the following units:- (A) Glazed aluminium sliding windows made of extruded and anodized alloy aluminium sections, fabrications, including cutting to proper shape and size, drilling and aligning of window shutter frame fitted with in built locking arrangements, sliding rollers and other necessary fittings, fixture, adhesives and joineries along with extruded neoprene or EPDM gasketing in between window frame and masonry work (walls, column, beam, lintels etc.) as well as between glass and shutter frame for fixing glass and Polysulphide sealant and in between shutter and window frame where necessary including cutting to requisite size and fixing glass as per drawing, specification and direction of EIC. The rate includes the hire charge of all tools and plants, including all incidental charges, adhesive, joineries such as screw, cleat angle etc. but excluding the cost of extruded aluminium sections, glass, neoprene / EPDM gasket, locking arrangement and rollers. i) 2 track sliding window.	25	Sqm	696.00	Per Sqm	17,400.00
62	Supplying PVC rollers for sliding windows as per direction of Engineer in charge	60	Nos	14.00	Each	840.00

63	Supplying maruti lock (100mm)	20	Nos	46.00	Each	920.00
64	Supplying EPDM gasket of approved make and brand as per direction of Engineer in charge For sliding windows 'U' shaped EPDM gasket for frames.	50	Mtr	15.00	Per Mtr.	750.00
65	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987. 5 mm thick clear glass	10	Sqm	526.00	Per Sqm	5,260.00
66	A.Repairs to automatic door closer including replacement of damaged main spring, oiling and adjusting as necessary including taking out and refitting the same	5	Nos	318.00	Each	1,590.00
	B.Taking out and refixing after oiling and cleaning including adjusting spring of different type of automatic door closer with necessary screw complete.	5	Nos	66.00	Each	330.00
67	A.Cleaning the concrete surface by removing dirt and debris, marking defective locations and removing loose concrete by careful stripping untill hard surface is exposed, cutting the concrete to regular shape, wire brushing the exposed surface and removing debris from site complete as per direction of the Engineer - in - Charge.	60	Sqm	90.00	Per Sqm	5,400.00
	B.Cleaning the exposed reinforcement preferably upto full diameter by wire brush, applying two coats of polymer based rust removing compound left for 24 hours, removing the coating and then applying two (2) coats of polymer modified anti corrosive protective coating formulated to inhibit the corrosion of reinforcement as per manufacturer's specification][Mode of measurement:The affected surface area of reinforcement shall be considered for payment].	25	Sqm	782.00	Per Sqm	19,550.00
	C.Removing corroded worn out portion of reinforcement (when the area of bar is damaged by more than 25%) by cutting and replacing the same by a new plain round bar of requisite diameter by binding with required lap / welding with old bar, including cost of reinforcement, complete in all respect including removing unserviceable materials from site as per direction of the Engineer - in - charge. Note : Payment on weight (Kg.) of new reinforcement.	100	Kg	87.00	Per Kg	8,700.00

68	Supplying,fitting & fixing granite slab 15mm to 18mm thick in floor, lobby, stair, landing and treads etc. over 20mm (avg) thick base of cement mortar (1:2) laid with white cement slurry @ 4.40Kg per Square meter before placing of granite and jointed with white cement slurry @ 2.0 Kg per square meter with necessary pigments and complete as per direction of Engineer-in-charge including cost of all materials, labours, curing and roughening of concrete surface complete. In ground floor.Area of each Granite slab above 1.00 Square meter.	20	Sqm	3013.00	Per Sqm	60,260.00
69	Dismantling carefully wooden walling, flooring of ceiling and stacking dismantled materials as directed.	1400	Sqm	14.00	Per Sqm	19,600.00
70	Taking out Mirzapur or glazed porcelain tiles carefully by chiselling from walls or floor including stacking serviceable material as directed.	350	Sqm	106.00	Per Sqm	37,100.00
71	Washing and cleaning with soap water and rubbing with oil cloth in all types of floor and dado.	400	Sqm	6.00	Per Sqm	2,400.00
72	Supplying, fitting and fixing boiling water proof ply conforming to IS: 710-1977 bonded with phenol formaldehyde synthetic resin conforming to IS: 848-1974 of approved make and brand fitted and fixed as per design as per approval and direction of Engineer-in-Charge. [excluding the cost of supporting frame work and teak wood batten/Lipping] In Ground Floor. 1)4mm	20	Sqm	923.00	Per Sqm	18,460.00
	2)6mm	30	Sqm	1122.00	Per Sqm	33,660.00
	3)12mm	20	Sqm	1709.00	Per Sqm	34,180.00
	4)19mm	10	Sqm	2420.00	Per Sqm	24,200.00
73	Spot application for insecticides using oil based spray for pest (for bugs, cockroaches, silverfish, spider, termites, mosquitoes) to walls and ceiling etc. with chemical emulsion by admixing BIFENTHRIN with solvent by weight including spraying the emulsified chemical @ 0.5 litres per sq.m. by a hand operated pressure pump on wall surfaces, ceiling,wood work, electrical fixture,electrical lines etc. (Rate is per sq.m. of the floor area while actual work may be done on walls ceiling, rack,partition and furniture etc).	1600	Sqm	39.00	Per Sqm	62,400.00
74	Providing Anti-termite treatment to the soil under floor and walls at various building and structures of SMPK using IMIDACLOPRID 30.50 SC as per IS 6313-3:Code of practise for anti termite measures in building (Part 3 treatment for existing building with 5 years warranty from the date of completion of the work. The entire work is to be carried out as per specification .(Mode of measurement would be on floor area only though the actual work may be done	1600	Sqm	103.00	Per Sqm	1,64,800.00

	on walls , ceiling etc.)					
75	(B) Dressed wood work in post , plate , battens . etc. fitted & fixed complete (excluding the cost of bolts only, but including the cost of nails, screws etc.) (The quantum should be corrected upto three decimals) (ii) Sal : Local	1.90	Cum	82431.00	CUM	1,56,618.90
76	Supplying, fitting, fixing bolts with nuts, washer (i) 10 to 16 mm dia: (b) Length above 75 mm and upto 150 mm	50	KG	103.00	KG	5,150.00
77	Supplying, Fitting & Fixing 30 mm thick Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. tubes of 19 gauge thickness and size 19 mmx19 mm for styles, top and bottom rails, M.S. frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5 mm th. heat moulded PVC "C" channel of size 30 mm th, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on either sides forming styles; and 5 mm th. 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm tapered in 45 degree on the inner side to form top & bottom rail and 115 mm wide PVC sheet out of which 75mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel with 10 mm (5 mmx2) th.,20 mm wide cross PVC sheet as gap insert for top rail and bottom rail. Paneling of 5 mm th. both side PVC sheet to be fitted in the M.S. frame welded/sealed to the styles & rails with 7 mm (5 mm+2 mm) th.x15 mm wide PVC sheet beading on inner side and joined together with solvent cement adhesive. An additional 5 mm th. PVC strip of 20 mm which is to be stuck on the interior side of the "C" channel using PVC solvent adhesive etc. complete excluding all necessary hardwares as per direction of Engineer-in-Charge. In ground floor.I/G/15,P -125, Bldg. Sch 2017	20	SQM	1943.00	SQM	38,860.00
78	Supplying, Fitting & Fixing Factory made prelaminated P.V.C. door frame of size 50 mmx47 mm with a wall thickness of 5 mm, made out of extruded 5 mm Prelaminated PVC sheet miter cut at two corners and joined with two nos of 1.5 mm long brackets of 15 mm x15 mm M.S. square tube. The two vertical door profiles are to be reinforced with 19 mmx 19 mm M.S. Square tube of 19 gauge, weather seal to be provided through out the frame. The door frame shall be fixed with the wall using 65/100 mm M.S. Screws through the frame by using P.V.C. fasteners. A minimum of 4 Nos of screws to be provided for each vertical member and minimum 2	24	mtr.	385.00	Per mtr.	9,240.00

	Nos for horizontal member etc. complete as per Manufacturer's specification and direction of Engineer-in-Charge.					
79	Cutting chase upto 125 x 150 mm. and subsequent mending of damages. (a) in brick wall [Cement-3.6 Kg/Mtr]	30	mtr.	93.00	Per mtr.	2,790.00
	b) in concrete wall [Cement-3.6 Kg/Mtr]	40	mtr.	112.00	Per mtr.	4,480.00
80	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or concrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC. (In Ground Floor) a) One Coat i) Water based interior grade Acrylic Primer	3500	Sqm	3080.00	Per % Sqm	1,07,800.00
81	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (to be done under specific instruction of Superintending Engineer) : (Two coats) i) Luxury Quality	3500	Sqm	70.00	Per Sqm	2,45,000.00
82	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC.[This item to be done under specific instruction of the Superintending Engineer] In Ground Floor one coat	2100	Sqm	3140.00	Per % Sqm	65,940.00
83	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer. In Ground floor (Two Coat) Premium 100% Acrylic Emulsion	2100	Sqm	84.00	Per Sqm	1,76,400.00
84	M.S. structural works with hollow sections (square or rectangular shape) conforming to IS: 806-1968 & IS:1161-1998) connected to one another with bracket, gusset, cleat as per design, drawing & direction of Engineer-in-Charge complete including cutting to requisite shape & size, fabrication including metal arc welding conforming to IS: 816-1969 & IS: 9595 using electrodes of approved make and brand conforming to IS:814- 2004, haulage, hoisting and erection all complete. The rate includes the cost of all M.S. Hollow section, all consumables such as electrodes, gas and hire charges of all tools	2	MT	61285.00	Per MT	1,22,570.00

	and plants and labour required for execution and all incidental charges (such as electricity, labour insurance) etc. complete. Payment to be made on the basis of calculated weight of structural members of MS Hollow Section as specified in relevant IS code in finished work. Payment for gusset, bracket, cleat may be made by adding the actual weight of such items with weight of finished structural members. The rates are considered for a height of erection 8 m. / 2nd floor level from the ground. Add 1.5 % extra over the rate for each additional floor or 4m. beyond the initial 8 m. or part thereof. i) For other Structural works like galleries etc.					
85	Supplying, fitting and fixing boiling water proof block board conforming to IS:1659-1990 conforming to IS:848-1974 of approved make and brand, fitted and fixed as per design as per direction of Engineer-in-charge. [Excluding the cost of supporting frame work and teak wood batten/Lipping]. iii) 25mm	130	Sqm	2456.00	Per Sqm	3,19,280.00
86	Supplying, fitting and fixing Godrej Multi Lock or equivalent .	10	Sqm	136.00	Per Sqm	1,360.00
87	Supply of daily labour for various non measurable works like shifting of furnitures ,segregating and stacking of serviceable materials like paver blocks , pipes , other steel materials etc.] for 8.30 Hrs. including 30 min. recess	40	Nos	816.96	Per No	32,678.40
88.a	Supplying and fixing grasses tiles of grass Maxican Carpet/Selection No. 1 Healthy & fresh grasses (size 1'x1' or bigger) including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn free from weeds and fit for mowing including supplying good earth as required by Engineer-in-charge. (Rate includes supply of labour, tools & plants including materials)	1200	Sqm	20142.00	Per %Sqm	2,41,704.00
89	Brick edging 75 mm wide with picked jhama bricks, laid true to line and level including cutting necessary trench in soil or in hard metalised surface, laying the bricks and repacking the trench (on both side of the edging) with spoils and ramming the same thoroughly complete as per direction. Brick-on-edge edging (125 mm) depth.	200	Mtr	4616.00	Per % Mtr	9,232.00
90	Provide and lay Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	120	Sqm	361.00	Per Sqm	43,320.00
a	Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	120	Sqm	24.00	SQM	2,880.00

b	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. Pakur Variety	20	Cum	7611.00	Per Cum	1,52,220.00
c	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. Pakur Variety	15	Cum	6876.00	Per Cum	1,03,140.00
d	Supplying, fitting and fixing in position reinforced cement polymer concrete manhole/gully pit cover with matching frame. As per I.S-12592(M.D) (i) 35 MT load bearing capacity round manhole cover provided with two lifter hooks fitted with matching frame of size Cover: 700 mm X 100 mm Frame: 910 mm X 185 mm opening: 560mm Weight: 245 kg (approx)	2	Nos	4034.00	Each	8,068.00
e	Supplying, fitting and fixing cast iron heavy type spiral staircase of approved design with 50 mm.dia. Stem and C.I. Steps 150 mm as per design 900 mm. high C.I. railing including necessary M.S. tie of suitable section embedded to wall with cement concrete (1:2:4) including cost of intermediate C.I. platform secured with necessary tie to stem and wall with cement concrete (1:2:4) including fixing the stem in ground with cement concrete (1:3:6) complete in all respect with all labour and materials. (Payment to be made on vertical height in between 1st step and top platform.) With 1200 mm.dia. well	15	Mtr	4211.00	Per Mtr.	63,165.00
91	Supplying and stacking sludge (adequate for Horticulture work) at site in dry cake form from approved disposal work site including royalty, all lead and lift etc. (Sludge measured in stack will be reduced by 8%).	60	Cum	457.00	Per Cum	27,420.00
92	Spreading of sludge, dump manure, /farm yard manure/animal dung manure and good earth in required thickness. This includes supply of labour, tools & plants excluding materials.	60	Cum	175.00	Per % Cum	105.00

93	Preparation of beds for hedging and shrubbery by excavating 60cm deep and trenching the excavated base to a further depth of 30cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20%, one part of stacked volume of sludge or manure after reduction by 8%), flooding with water, filling with earth if necessary watering and finally fine dressing, levelling etc.,including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50m lift upto 1.5m complete. This includes supply of labour, tools & plants including materials.Planting hedge plants in two rows at 30cm apart	200	Sqm	3530.00	Per % Sqm	7,060.00
94	Supplying, fitting and fixing pillar cock of approved make. a) (i) CP Pillar Cock - 15 mm. (Equivalent to Code No. 507 & Model - Tropical / Sumthing Special of ESSCO or similar brand).	20	Nos	555.00	Each	11,100.00
(a)	Supplying, fitting and fixing bib cock or stop cock. (a) (i) Chromium plated Bib Cock short body (Equivalent to Code No. 511 & Model - Tropical / Sumthing Special of ESSCO or similar brand).	24	Sqm	539.00	Each	12,936.00
(b)	(ii) Chromium plated Bib Cock long body with wall flange with aerator (Equivalent to Code No. 512 & Model - Tropical / Sumthing Special of ESSCO or similar brand)	24	Sqm	659.00	Each	15,816.00
95	Labour for dismantling G.I. pipe with fittings.	50	mtr.	6.00	Per mtr.	300.00
96	(b) Repair Works 1 Dismantling wash basin with brackets with or without waste fittings.	10	Sqm	35.00	EACH	350.00
97	Dismantling sink with brackets with or without waste fittings. Above 450 mm and upto 600 mm length	2	Sqm	52.00	EACH	104.00
98	(b) Repair Works 1 Dismantling H.C.I. pipe with fittings including melting lead caulked joints. 100 mm	5	mtr.	64.00	Per mtr.	320.00
99	(b) Repair Works 4. Dismantling E.P. or Anglo-Indian W.C.	4	Sqm	45.00	EACH	180.00
100	Dismantling pillar cock of wash basin.	10	Sqm	9.00	EACH	90.00

101	Supplying, fitting and fixing CPVC (Chlorinated Polyvinyl Chloride) pipes of approved make conforming to IS-15778: 2007 . with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, longscrow, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. (a) 15mm	25	mtr.	140.00	Per mtr.	3,500.00
	(b) 20mm	40	mtr.	171.00	Per mtr.	6,840.00
	(c) 25 mmdia	50	mtr.	235.00	Per mtr.	11,750.00
102 (a)	(a) For Exposed Work (i) CPVC Pipes Class-1, SDR-11 20mm	25	mtr.	143.00	Per mtr.	3,575.00
(b)	25mm	25	mtr.	208.00	Per mtr.	5,200.00
c	Compact Compact Ball Valve with SS Handle For CPVC/ UPVC Fittings.(As per ASTM D 2467, Schedule 80) 20mm	4	Nos	217.00	Each	868.00
d	40 mmdia	4	Nos	705.00	Each	2,820.00
e	50 mm dia	4	Nos	965.00	Each	3,860.00
f	Tank connecting Nipple 40 mm	4	Nos	190.00	Each	760.00
g	50 mm	4	Nos	293.00	Each	1,172.00
h	Supplying P.V.C. water storage tank of approved quality with closed top with lid (Black) - Multilayer. 1500 litre capacity	2	Nos	7840.00	Each	15,680.00
i	Labour for hoisting plastic water storage tank. Upto 1500 litre capacity. Upto 1st story from G.L.	2	Nos	139.00	Each	278.00
j	Labour for punching hole in plastic water storage tank upto 50 mm dia	8	Nos	19.00	Each	152.00
k	Supplying, fitting and fixing PTMT Smart Shelf of approved make of size 300 mm	6	Nos	223.00	Each	1,338.00
l	Supplying, fitting and fixing towel rail with two brackets a) C.P. over brass. 25 mm dia. and 600 mm long	6	Nos	430.00	Each	2,580.00
m	Chromium plated double coat Hook(Equivalent to Code No. 35761 & Model - KUBIX of Jaquar or similar).	6	Nos	516.00	Each	3,096.00

103 (a)	Wash basin vitreous china of approved make (without fittings) supplied,fitted and fixed in position on 75mm X 75 mm X 75 mm wood blocks and C.I. brackets including two coats of painting of C.I. brackets. 550mm x 400mm	10	Nos	1383.00	Each	13,830.00
b	Supplying, fitting and fixing E.W.C. in glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts etc-with "P" trap.White in colour with P Trap	4	Nos	1421.00	Each	5,684.00
c	Supplying, fitting & fixing 10 litres PVC low down cistern conforming to IS specification with PVC fittings complete CI brackets including two coats of painting to brackets etc.	4	Nos	1015.00	Each	4,060.00
d	Supply, fit & fix closet seat of approved make with lid and C.P. hinges rubber buffer and brass screw complete. EWC. Bestolite (solid type) black	4	Nos	535.00	Each	2,140.00
e	Dismantling E.P. or Anglo-Indian W.C.	4	Nos	45.00	Each	180.00
104	Supplying, fitting and fixing pedestal of approved make for wash basin (white)	10	Nos	1497.00	Each	14,970.00
105 (a)	Supplying, fitting and fixing stainless steel sink complete with waste fittings and two coats of painting of C.I. brackets. 530mm x 430mm x 180mm	2	Nos	3285.00	Each	6,570.00
b	CP Sink Cock with Regular Swinging Spout (Table Mounted Model) (Equivalent to Code No. 5357 of JAQUAR or similar brand).	2	Nos	1022.00	Each	2,044.00
c	Supplying, fitting and fixing C.P. Extension Pipe	4	Nos	106.00	Each	424.00
d	Supplying, fitting and fixing C.P. Wall Flange	4	Nos	64.00	Each	256.00
e	Supplying, fitting and fixing bib cock or stop cock CP 2-way bib Cock - 15 mm, supplied, fitted and fixed. (Code No.5041 & Model - FLORENTINE of JAQUAR or similar brand).	4	Nos	1269.00	Each	5,076.00
106 (a)	Supplying, fitting and fixing Waste fittings complete. C.P. over brass. (i) 32mm.	15	Nos	190.00	Each	2,850.00
107	Supplying,fitting and fixing approved brand P.V.C. CONNECTOR white flexible, with both ends coupling with heavy brass C.P. nut, 15 mm dia. (i) 450mm	15	Nos	82.00	Each	1,230.00
	(ii) 600mm	10	Nos	107.00	Each	1,070.00
108 (a)	Supplying,fitting and fixing approved brand 32 mm dia.P.V.C. waste pipe, with PVC coupling at one end fitted with necessary clamps. 900mm long	5	Nos	75.00	Each	375.00

109	f) (ii) CP 2-way bib Cock - 15 mm, supplied, fitted and fixed. (Code No.5041 & Model - FLORENTINE of JAQUAR or similar brand).	6	Nos	1269.00	Each	7,614.00
110	Supplying, fitting and fixing C.P. Extension Pipe	10	Nos	106.00	Each	1,060.00
111	Supplying, fitting and fixing C.P. Wall Flange	10	Nos	64.00	Each	640.00
112	Supplying, fitting and fixing Anglo-Indian W.C. in white glazed vitreous china ware of approved make complete in position with necessary bolts, nuts etc. (a) With 'P' trap (with vent) With 'P' Trap	4	Nos	3104.00	Each	12,416.00
113	Supplying, fitting and fixing 10 litre P.V.C. low-down cistern conforming to I.S. specification with P.V.C. fittings complete, C.I. brackets including two coats of painting to bracket etc.	4	Nos	1015.00	Each	4,060.00
114	Supplying, fitting and fixing Closet seat of approved make with lid and C.P. hinges, rubber buffer and brass screws complete.) E.W.C Plastic (hallow type) white	4	Nos	380.00	Each	1,520.00
115	Supplying, fitting and fixing bevelled edged mirror 5.5 mm thick silver red as per I.S. 3438 / 1965 together with brass C.P. hinges. 600 mm X 450 mm	8	Nos	484.00	Each	3,872.00
116	Supplying, fitting and fixing liquid soap container. Fibre glass	8	Nos	188.00	Each	1,504.00
117	Supplying, fitting and fixing glass shelf with aluminium guard rails. Ordinary type with 5.5 mm sheet glass 450 mm X 125 mm	8	Nos	341.00	Each	2,728.00
118 (a)	Supplying, fitting and fixing towel rail with two brackets. C.P. over brass 25mm dia and 600 long	8	Nos	430.00	Each	3,440.00
119	Supplying, fitting and fixing porcelain toilet paper holder of approved make with wooden spindle as necessary. Box type size 175 mm X 150 mm	8	Nos	338.00	Each	2,704.00
120	(d) Chromium plated Hand shower with Flexible Tube & fittings (Equivalent to Code No. Hsh-1937 & (Equivalent to Code No. 5037 & Model - Florentine of Jaquar or similar).).	8	Nos	1251.00	Each	10,008.00
a	Supplying, fitting and fixing Chromium plated round shower with revolving joint 100 mm dia with rubid cleaning system (Equivalent to Code No. 542(N) & Model -Tropical / Sumthing Special of ESSCO or similar brand).	4	Nos	452.00	Each	1,808.00
b	Chromium plated shower arm 240 mm long (Equivalent to Code No. 536(A) & Model - Tropical / Sumthing Special of ESSCO or similar brand).	4	Nos	309.00	Each	1,236.00

121 (a)	Supplying, fitting and fixing Peet's valve fullway gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.). 25mm dia	4	Nos	912.00	Each	3,648.00
(b)	20mm dia	4	Nos	657.00	Each	2,628.00
(c)	50 mm dia	2	Nos	2362.00	Each	4,724.00
122 (a)	Supply of UPVC pipes (B Type) & fittings conforming to IS-13592-1992 Single socketed 3mtr. Length (i) 75mm.	5	mtr.	196.00	Per mtr	980.00
	(ii) 110mm.	5	mtr.	292.00	Per mtr	1,460.00
(b)	Double socketed 1.2mtr. Length (i) 75mm.	5	mtr.	219.00	Per mtr	1,095.00
	(ii) 110mm.	5	mtr.	322.00	Per mtr	1,610.00
123 (i)	Supply of UPVC pipes (B Type) & fittings conforming to IS-13592-1992. Plain Tee (a) 75mm	5	Nos	46.00	Each	230.00
	(b) 110mm	5	Nos	85.00	Each	425.00
(ii)	Door Tee (a) 75mm	5	Nos	101.00	Each	505.00
	(b) 110mm	5	Nos	195.00	Each	975.00
(iii)	Bend 87.5 degree (a) 75mm	10	Nos	61.00	Each	610.00
	(b) 110mm	40	Nos	120.00	Each	4,800.00
(iv)	110 x 110 P Trap (75mm)	6	Nos	281.00	Each	1,686.00
(v)	110 x 75mm reducer (75mm)	6	Nos	345.00	Each	2,070.00
(vi)	Nahani Trap (90mm)	8	Nos	105.00	Each	840.00
124 (a)	Labour for fitting and fixing U.P.V.C. pipes for above ground work including cost of jointing materials etc. fitting and fixing all necessary specials, cutting pipes, cutting holes in walls or R.C. floor where necessary and mending good all damages excluding the cost of masonry or concrete work, if necessary, but including the cost and fitting and fixing holder bat clamps (any floor) or for underground work including cutting trenches upto 1.5 metre and refilling the same complete as per direction of the Engineer-in-charge. (Payment will be made on centre line measurement of the total pipeline including specials. Above ground (i) 75mm. dia.	10	mtr.	45.00	Per mtr.	450.00
	(ii) 110mm dia.	40	mtr.	57.00	Per mtr.	2,280.00

125	Supplying, fitting and fixing in position reinforced cement polymer concrete manhole /gully pit cover with matching frame.As per I.S-12592(M.D) 5 MT load bearing capacity gully pit cover with frame and hinge arrangement for opening of size each 2001.00 Cover: 470 mm X 420 mm X 80 mm Frame: 590 mm X 550 mm X 170 mm opening: 380mm x 305mm Weight: 100 kg (approx)	4	Nos	2001.00	Each	8,004.00
		Total Of Part A1=				96,07,549.24
	Part –A2- SWIMMING POOL					
1	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	500	Sqm	8.00	Per SQM	4,000.00
2A	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, leveling, dressing and ramming the bottom, bailing out water as required complete. Depth of excavation not exceeding 1500mm	950	Cum	11927.00	Per %CUM	1,13,306.50
2B	Depth of excavation for additional depth beyond 1,500 mm. and upto 3,000 mm. but not requiring shoring.	100	Cum	19238.00	Per %CUM	19,238.00
3	Hire and labour charges for shoring work (including necessary close plank walling, framing, Eucalyptus/Jhou bulla piling, strutting etc) complete as per direction of the Engineer-in-charge for foundation excavation (vertical surface are in contact with supported earth is to be measured.) (This item should be executed on specific direction of the Enginner in charge). (a) Depth upto 1.5 m.	200	Sqm	386.00	Per SQM	77,200.00
4	Bailing or pumping out water from foundation trenches.	1000	Cum	2088.00	Per %CUM	20,880.00
5	Earth work in filling in foundation trenches or plinth with good earth,from excavation of foundation in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work)	500	Cum	7754.00	Per %CUM	38,770.00
6	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge.	500	Cum	166.00	Per CUM	83,000.00
7	Filling in foundation or plinth by silver sand inlayers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water,	150	Cum	93621.00	Per %CUM	1,40,431.50

	ramming complete including the cost of supply of sand.(payment to be made on measurement of finished quantity)					
8	Provide and lay Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	700	SQM	361.00	Per SQM	2,52,700.00
9	Cement concrete with graded stone ballast (40 mm size excluding shuttering) In ground floor [Pakur Variety] 1:3:6 proportion.	40	CUM	5190.00	Per CUM	2,07,600.00
10	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. Pakur Variety.	80	CUM	6876.00	Per CUM	5,50,080.00
11	Supplying ready mixed concrete M-20 grade with well graded stone chips of 20 mm nominal size consisting designed quantity of cement per cum of wet concrete produced in computerised batching plant under controlled condition using approved plastisizer designing concrete mix, following I.S.10262 and IS 456, transporting the mix with agitation in transit mixer to work site depositing the mix on a platform erected for the purpose at required levels of concreting and then placing the mix in its final location of form work. compacting & curing the same complete as per specification and direction of Engineer In Charge including computerised batching plant, transit mixer with all accessories, vibrators etc. inclusive of all other incidental charges in this connection complete but excluding cost of hire charge of platform and its supporting staging which would be paid through separate item (cement to be supplied by the manufacturer /supplier) In ground floor and foundation without approved concrete pump	10	CUM	8460.00	Per CUM	84,600.00
12	Supplying ready mixed concrete M-25 grade with well graded stone chips of 20 mm nominal size consisting designed quantity of cement per cum of wet concrete produced in computerised batching plant under controlled condition using approved plastisizer designing concrete mix, following I.S.10262 and IS456, transporting the mix with agitation in transit mixer to work site depositing the mix on a platform erected for the purpose at required levels of concreting and then placing the mix in its final location of form work. compacting & curing the same complete as per specification and direction of Engineer In Charge including computerised batching plant, transit mixer with all accessories, vibrators etc. inclusive of all other incidental charges in this connection complete but excluding cost of hire charge	325	CUM	9049.00	Per CUM	29,40,925.00

	of platform and its supporting staging which would be paid through separate item (cement to be supplied by the manufacturer /supplier) without approved concrete pump.					
13A	Hire and labour charges for shuttering with centering and necessary staging up to 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (up to roof of ground floor)... Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work	750	SQM	369.00	Per SQM	2,76,750.00
13B	25mm. To 30 mm. Thick wooden shuttering without staging in foundation	100	SQM	209.00	Per SQM	20,900.00
14	Provide Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation and upto roof of ground floor/upto 4 m Tor steel/Mild steel. JSW/JSPL/SHYAM/SRMB/BMASL /ELECROSTEEL /SSL	17	MT	60150.00	Per MT	10,22,550.00
15	Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	650	SQM	24.00	Per SQM	15,600.00
16	Extra rate for using water proofing and plasticising admixture @ 0.2% by weight of cement (or at manufacturer's specified rate) for concrete of various grades .	200	KG	119.00	Per KG	23,800.00
17	Brick work with 1st class bricks in cement mortar (1:4) (a) In foundation and plinth .	5	CUM	5682.00	Per CUM	28,410.00
	(b) In superstructure, ground floor	5	CUM	5905.00	Per CUM	29,525.00
	(c) Providing and lay 125 mm. thick bricks work with 1st class brick in cement mortar (1:4). In ground floor	25	SQM	736.00	Per SQM	18,400.00
18	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] (b) 20 mm thick plaster (1:6)	50	SQM	175.00	Per SQM	8,750.00
	(c) 15 mm thick plaster (1:6)	50	SQM	151.00	Per SQM	7,550.00
19	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. NOTE:Cement 0.152 cu.m per100 sq.m. Sq.M 34	25	SQM	34.00	Per SQM	850.00

20	(a) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	25	SQM	29.00	Per SQM	725.00
	(b) Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	25	SQM	38.00	Per SQM	950.00
21	(A) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary. On timber or plastered surface with super gloss hi-gloss of approved quality. (with any shade except white). Two coats	25	SQM	81.00	Per SQM	2,025.00
	(B) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary. On steel or other surface. With super gloss hi-gloss of approved quality-(with any shade except white) Two coats	25	SQM	79.00	Per SQM	1,975.00
22	<p>M.S. structural works in columns, beams etc. with simple rolled structural members (e.g. joists, angle, channel sections conforming to IS: 226, IS: 808 & SP (6)- 1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer-in-charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1956 & IS: 1995 using electrodes of approved make and brand conforming to IS:814- 1957, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental charges such as electricity charges, labour insurance charges etc.</p> <p>Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, rivets, bolts and nuts may be made by adding the actual weight of such items with the weight of finished structural members or 7% of weight for finished structural members weighing not less than 22.5 Kg. / m. or 15 % of weight for finished structural members weighing less than 22.5 Kg. / m. may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no separate payment being made for these items, as per direction of Engineer In Charge.</p> <p>The rates are considered for a height of erection 8m. / 2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m. beyond initial 8m. or part thereof.</p> <p>1) For structural members of specified sections</p>	1	MT	72603.00	Per MT	72,603.00

	weighing less than 22.5 Kg./m					
23	Supplying, fitting and fixing Stainless Steel railing consist of 38mm dia and 900mm height vertical balustrade at every two alternative steps, 50mm dia top rail, 3 (three) nos 19mm dia horizontal Strainless steel pipe and base/cover plate with Strainless Steel GRADE 304 containing 7.5% nickle (Interior Grade) Brushed/Mat finish, complete as per direction of the Engineer-in-charge. Weight of Strainless Steel railing per metre 6.5 Kg (approx)	20	Mtr	5974.00	Per Mtr	1,19,480.00
24	Applying epoxy based reactive joining agent for joining the old concrete with fresh concrete to be applied within anufacturer's specified time as per manufacturers specification. (0.4 Kg / m ² of concrete surface).	100	Sqm	309.00	Per Sqm	30,900.00
25	Supplying and laying true to line and level Tactile Finish Scratch resistant, Neutral to UV rays, Non-fade, High Slip Resistant Full Body Vitrified Tiles conforming to IS:15622-2006 & IS :4457- 2007 and tested in accordance with IS:13630 [Non- modular sizes for tiles with Skid resistance: 0.6, Mohr's hardness > 7.0, Staining resistance: Class-1, Water Absorption E < 0.5%], MOR > 38N/sq.mm & Breaking strength > 4000 N for Outdoor area of building e. g. Driveway, Pathway, Pavements, Parking lots, Sloping ramps, Entrance lobbies, Patios, Portico, swimming pool enclosure, Bus Passenger Shed & directing visually impaired persons, set over necessary underlay and 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg./Sqm, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles and removal of wax coating of top surface of tiles with warm water and cleaning the tiles using soft and dry cloth complete including the cost of materials, labour and all other incidental charges complete including backside slurry but excluding the cost of underlay and true to the manufacturer's specification and direction of Engineer-in-Charge. In Ground Floor: Sizes-300 mm x 300 mm x15 mm	300	Sqm	1768.00	Per Sqm	5,30,400.00
26	e) (ii) CP Wall Mixture without spout but with provision for connection to Telephone Shower and exposed pipe for Overhead shower (Equivalent to Code No. 5215 & Model - FLORENTINE of JAQUAR or similar brand).	1	No	2458.00	EACH	2,458.00

27	Supplying, fitting and fixing G.I. pipes of TATA make with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, longscrew, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made separately) 150 mm dia. heavy quality.	60	Mtr	1671.00	Per Mtr	1,00,260.00
28	Supplying, fitting and fixing in position G.I. pipes of TATA make for underground works with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, short piece etc. including cost of all materials, jointing materials, cutting pipes, making threads, cutting trenches upto 1.5 metre below surface in all sorts of soil and refilling the same as directed with two coats of painting on G.I. pipes and specials with bituminous paint complete in all respect. (Payment will be made on the centre line measurement of the total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made separately) 150 mm dia. medium quality.	180	Mtr	1510.00	Per Mtr	2,71,800.00
29	C.I. sluice valve with flanged ends drilled to as per I.S. 1358/62 and having all cast iron components as per I.S. 780/71 solid forged bronze inside screw spindle having ultimate tensile strength not less than 4.72 MT per sq. cm. Spindle nut valve and seat faces of hard wear resisting, manufactured from best quality gunmetal conforming to I.S. 780/71, painted black all over with asphalt base paint tested to 21 kg (hydraulic pressure) per sq. cm., valve opening to anticlockwise direction, fitted and fixed complete. 150 mm PWD Plumb.	2	Nos	7487.00	Each	14,974.00
30	CI Flap type Non Return Valves-160 mm. Make-GF/Astral/Eq	2	Nos	18500.00	Each	37,000.00
31	Providing, fitting and fixing C.I. butter fly valve made for air, gas & water etc. of 150 mm dia.	3	Nos	10440.00	Each	31,320.00
32	Providing, fitting and fixing C.I. foot valve flange type - horizontal, 150 mm dia.	2	Nos	7540.00	Each	15,080.00
33	providing, fitting and fixing swimming pool ladder in ground pools with stainless pool steps ladder (a) two steps skimmer model, SS304 heavy quality	4	Nos	9396.00	Each	37,584.00
	(b) Heavy duty four steps stainless steel pool steps ladder	4	Nos	12760.00	Each	51,040.00
	(c) Heavy duty five steps stainless steel pool steps ladder.	4	Nos	15080.00	Each	60,320.00

34	Re-circulation filters :- Supply of blue colour bobbin wound sand filter. manufactured totally in NON-CORROSIVE material and UV resistance surface including supply of sand. Filter should be supplied complete with should be supplied complete with manual air bleeder, water drain, emptying plug, fitted with collector arms and diffuser made from un plasticized PVC and polypropylene and with top mounted multi-port valve of 2" for carrying out filtration, back washing and rinsing of filter media. MPV should be supplied with pressure gauge. Dia - 1200 mm. Flow-45m3/Hr. Filtration Velocity = 40 m3/hr/m2, Max. Working Pressure-2,5 Kg/cm2. The rate is inclusive cost of supply of sand for sand filter (Grade of sand -16/32 Mesh)	1	No	100538.00	Each	1,00,538.00
35	Re-circulating pumps for main filtration:- Supply of Re-Circulating pump with 2 Pole asynchronous motor three phase with thermal protector. SS 304 Shaft. with Pre-Filter basket [Motor: IP55. Insulation class: F. Flow rate: 45 m3/hr. Head: 11-12. Voltage :380 V. Power : 3.0 kW/4 HP]	1	Nos	90021.00	Each	90,021.00
36	Supply of overflow SS ladder [3 step and 5 step - 38 mm]	1	Nos	10767.00	Each	10,767.00
37	Supply of Floor Inlet (Adjustable) Return inlet nozzles in ABS-Multi flow with adjustable Floor intels having SS Marine Grade Screw.	22	Nos	610.50	Each	13,431.00
38	Supply of Trolley mounted vacuum cleaning system having 3 HP pump with MS Trolley and Starter switch with 25mtr & 2 Vacuum hose, supply of vacuum head in SS 304 of Size 20" with extensible handles for cleaning attachments in anodized aluminum which can be adapted to the entire range of cleaning equipment, brushes, leaf skimmers and scoops	1	Nos	87537.93	Each	87,537.93
39	Supply of 18 Inch Curved brushes made in polypropylene for pool, basins and scum liners	1	Nos	577.20	Each	577.20
40	Supply of 10 Inch. Algae Brush with S. S. bristles, fixing with clip connection	1	Nos	832.50	Each	832.50
41	Supply of Heavy duty Deep bag net made in polypropylene polyester netting as per standard along with Test kit for free chlorine & pH & Iso-cynaric level Indicator Basic PH & CL Test Kit with baby lock cap.	1	Nos	1226.55	Each	1,226.55
42	Installation and commissioning of mechanical equipments of filtration unit for swimming pool including re- circulation filter, re-circulating pumps, overflow ladder. overflow gratings, floor inlet nozzles etc all complete as per direction of Engineer-in-charge.	1	LS	22200.00	LS	22,200.00

43	Providing and fixing Glass crystal mosaic tiles on finished plain wall surface of size ranging from 25 mm x 25 mm x 4 mm 16 48 mm X 48 mm x 4mm in all colours, design, fixing in customize design with SMPK logo as per direction of Engineer-in-Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required pattern along with customize design approved by Engineer-in-Charge all complete.	450	Sqm	4080.13	SQM	18,36,058.50
44	Swimming pool overflow drain grating	150	Nos	1450.00	Each	2,17,500.00
45	Water Stopper	1	LS	50000.00	LS	50,000.00
		Total Of Part A2 =				97,97,399.68
	Part-A3-(Unforeseen miscellaneous items)					
1	Unforeseen miscellaneous items of work that are not covered in BOQ items but can arise due to change or modification of the work as per site conditions to be paid either through any schedule items in PWD or irrigation SR of WB or sanction special rates of SMPK or on actual cost basis with contractor's quoted rate as per conditions of contract upon specific prior approval of the cheif engineer.	1	LS	1000000.00	LS	10,00,000.00
	Part B -Electrical					
1	Supply & Fixing 240 V, 25A, Modular type starter with socket for 2T AC machine with 25 A Modular switch type DP MCB (C Curve) on GI Modular type switch board embedded in wall with top cover plate incl. S & F switch board and cover plate and making necy. connections with PVC Cu wire and Cu earth continuity wire etc.	32	Nos	1,047.00	EACH	33,504.00
2	Supply & Delivery of min 1.8 Ton Split, Inverter type room air conditioner having the following specification: a. Inverter AC (variable speed) b. Eco-friendly Refrigerant with Zero Ozone Depletion Potential. c. Indian Seasonal Energy Efficiency Ratio (ISEER) >=4.5 or reqd. value to substantiate BEE 5 StarRating as per the latest BIS Guidelines. d. BEE Star Rating = 5 e. Noise Level- As per IS: 1391 or the latest amendment. f. BIS certified. g. One-year AC Machine Warranty with five years Compressor Warranty h. Remote Control with required no. batteries for each AC unit are to be provided.	10	Nos	54,535.00	EACH	5,45,350.00

3	Supply and Fixing copper refrigerant pipes (This includes double run of both Liquid and Gas Line) of suitable dimension with suitable insulation exceeding 3 Mtrs for each split AC. It shall be in a total clamping manner above the false ceiling & in a totally concealed manner below the false ceiling level. From the structural ceiling, it should be hung or shall be fixed on a wall/beam, etc. with clamps & the distance between two clamps shall be less than 1 meter. It shall not be placed over the false ceiling nor shall it be fixed with false ceiling members. Supply, fitting & testing of Closed Cell Class 1 Fire retardant elastomeric Nitrile Insulation Foam Tube with suitable Wall thickness for covering Copper Pipes with all fittings & accessories, etc. Lapping shall be applied to provide resistance against breakdown due to UV radiation for the exposed portion of the rubber insulation.	320	Mtr	900.00	Per Mtrs.	2,88,000.00
4	Installation & commissioning of above Split, Inverter type room air conditioner with outdoor support (S&F of M.S. Brackets for holding ODU) along with numbering as per direction of Engineer or his representative. Numbering should be permanent, engraved on a separate plate of suitable rigid material, and properly affixed in both Indoor & Outdoor units.	10	Nos	1,550.00	Each	15,500.00
5	Supply & fixing of flexible Water drainage pipe of suitable dimensions.	300	Mtr	54.00	Per Mtr	16,200.00
6	Supply & fixing 15 A plug top for AC Machines	32	Nos	80.00	EAC H	2,560.00
7	Supply & laying of suitable size & cores of copper PVC insulated cable between indoor and outdoor unit exceeding 3 Mtrs, as per OEM recommendation.	320	Mtr	100.00	Per Mtr	32,000.00
8	Supply & fixing of 3/4-inch rigid PVC water pipe for drainage incl. nec. Accessories as per site requirement.	200	Mtr	40.00	Per Mtr	8,000.00
9	Supply & fixing of 1&1/4-inch rigid PVC water pipe for drainage incl. nec. Accessories as per site requirement.	120	Mtr	70.00	Per Mtr	8,400.00
10	Cutting of channel on wall/floor surface for fixing of water drainage pipe and mending good damages to original finish after fixing of water drainage pipe of max. size 1.25 inch.	320	Mtr	100.00	Per Mtr	32,000.00
11	Supply & Delivery of 2 Ton (24000 Btu/Hr) Cassette, Inverter type room air conditioner with panel having the following specification: a. Inverter AC b. Eco-friendly Refrigerant with Zero Ozone Depletion Potential. c. 4 way airflow. d. ISSER >= 4. e. Remote Control with required no. batteries for each AC unit are to be provided.	22	Nos	85,930.00	EACH	18,90,460.00

12	Providing & Fixing of suitable M.S. Hanging Stand for cassette air- conditioned indoor units. It shall be made out appropriate size & thickness . The entire item has to be executed as per the OEM recommendation & site conditions. Highest Safety standard need to be provided for the Hanger. The M.S hanger with all accessories shall be capable of withstanding the Gross weight of the cassette indoor unit & Gross weight of Front Panel .All necessary supporting hanger, MS structure for supporting units, anchor fastners, nut , bolts etc. to be included in the scope.	22	Nos	6,833.00	EACH	1,50,326.00
13	Installation & Commissioning of above Cassette Inverter type room air conditioner with outdoor support (S&F of M.S. Brackets for holding ODU) along with numbering as per direction of Engineer or his representative. Numbering should be permanent, engraved on a separate plate of suitable rigid material, and properly affixed in both Indoor & Outdoor units.	22	Nos	1,435.00	EACH	31,570.00
14	Charging of extra Refrigerant as per OEM recommendation for 2 or 1.8 Ton AC.	32	Kg	1,467.00	Kg	46,944.00
15	Supplying & Fixing 240 V AC/DC superior type Multitune Call Bell with selector switch for single /Multi Tunes mode on HW board ncl. S&F HW board, include. Supply of batteries, if Battery operated.	9	Nos	294.00	EACH	2,646.00
16	Supply & Fixing of Recess Mount 12 Watt Down Light with the following technical specifications:- CCT= 4000K, Housing Colour White, House material- Aluminium pressure die cast , LED life with L70 criteria-50000 Hrs, IP40(Housing), IP20(Driver), CRI ≥ 80, 2.5 KV surge protection, System Lumen ≥ 1200 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	22	Nos	963.00	EACH	21,186.00
17	Supply & Fixing of Recess Mount 18 Watt Down Light with the following technical specifications:- CCT= 4000K, Housing Colour White, House material- Aluminium pressure die cast , LED life with L70 criteria-50000 Hrs, IP40(Housing), IP20(Driver), CRI ≥ 80, 2.5 KV surge protection, System Lumen ≥ 1800 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	55	Nos	1,183.00	EACH	65,065.00
18	Supply & Fixing of Recess Mount 6 Watt Down Light with the following technical specifications:- CCT= 4000K, Housing Colour White, House material- Aluminium pressure die cast , LED life with L70 criteria-50000 Hrs, IP40(Housing), IP20(Driver), CRI ≥ 80, 2.5 KV surge protection, System Lumen ≥ 600 Lm. , THD ≤ 12, Driver Efficiency ≥ 80%. The luminaire and Driver should be BIS certified.	8	Nos	825.00	EACH	6,600.00
19	Supply & Fixing of 30 Watt Retro Light with the following technical specifications:- CCT= 4000K, Housing Colour Black, House - Aluminium powder coated , LED life with L70 criteria-50000 Hrs, IP Rating - IP20 , CRI ≥ 80, 4 KV surge protection, System Lumen ≥ 3000 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	60	Nos	14,707.00	EACH	8,82,420.00

20	Supply & Fixing of 30 Watt Orbit Light with the following technical specifications:- CCT= 4000K, Housing Colour Black, House - Aluminium powder coated , LED life with L70 criteria-50000 Hrs, IP Rating - IP20 , CRI ≥ 80, 2.5 KV surge protection, System Lumen ≥ 3750 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	4	Nos	14,284.00	EACH	57,136.00
21	Supply & Fixing of 18 W Surface down Light with the following technical specifications:- CCT= 4000K, Housing Colour White, House material- Polycarbonate housing , LED life with L70 criteria-50000 Hrs, IP20, CRI ≥ 80, 2.5 KV surge protection, System Lumen ≥ 1800 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	4	Nos	1,287.00	EACH	5,148.00
22	Supply and delivery at site of 12 inch. (300 mm) sweep Heavy Duty Exhaust Fan with aluminum die cast body (min 900 RPM).	16	Nos	2,000.00	EACH	32,000.00
23	Fixing of exhaust fan after making a hole in the wall and making good damages and smooth cement finish etc. as required and providing necy. Length of PVC insulated copper wire for making the connection for 12 inches (300 mm) sweep Heavy Duty Exhaust Fan	16	Nos	329.00	EACH	5,264.00
24	Supply & Fixing 4 nos. 240 V, 6 A, 5 pin Modular type plug socket with 4nos. 6A switch (each set), without plug top on GI Modular type switch board embedded in wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc. (Power Board/ Computer Board)	40	Nos	1,691.00	EACH	67,640.00
25	Supply & Fixing 240 V, 5/15 A, 5 pin Modular type plug socket with 16A Modular type switch, Modular switch type SP MCB (C-Curve) etc. complete set, without plug top on GI Modular type switch board embedded in wall with top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	50	Nos	535.00	EACH	26,750.00
26	Supply & Fixing 240 V, 6 A, 5 pin Modular type plug socket with 6A switch, without plug top on GI Modular type switch board embedded in wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	40	Nos	377.00	EACH	15,080.00
27	Supplying & Fixing sheet metal inspection box (16 SWG) of min size 200 mm X 150mm X 65 mm, flushed in wall by housing the same after cutting wall etc. incld. making earthing attachment painting and mending good damages to building works.	40	Nos	212.00	EACH	8,480.00
28	Wiring for group controlled (looped) light point/fan point/exhaust fan point/ call bell point (without independent switch etc.) with 2*1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required.(including S & F of a modular switch, top cover, GI board, etc. including all accessories complete in all respect) (This does not include the	3	P oint	1,094.00	Per Point	3,282.00

	looped circuit in RM)					
29	Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sq. mm) single core stranded 'FRLS' PVC insulated & unsheathed copper wire with 1x22/0.3 (1.5 sq. mm) single core stranded 'FRLS' PVC insulated & unsheathed copper wire for ECC, in suitable size of PVC rigid conduit pipe complete with all accessories embedded in wall/ceiling/floor incl. necessary fittings including S&F ceiling rose, Holder, etc., as required, and to light, fan points, 2way Modular switch (Staircase, Bed Room, etc.) (incl. S & F) & Calling bell with Modular type switch fixed on Modular GI switchboard providing a neutral link in S.B. with top cover plate flushed in wall incl. mending good damages to original finish (S & F of a modular switch, top cover, GI board, etc. including all accessories complete in all respect). (Average run 8mtr.)	240	P oint	1,093.00	Per Point	2,62,320.00
30	Distribution wiring in single core stranded 'FRLS' PVC insulated & unsheathed single core stranded copper wire in 19 mm bore, 3 mm thick polythene pipe complete with all accessories embedded in wall mending good damages to original finish. [2 x (1.5 Sq.mm) + 1 x (1.5 Sq.mm) as ECC]	400	RM	233.00	Per RM	93,200.00
31	Supply & Fixing 240V, Modular Socket type fan regulator on existing Modular GI switch board with top cover plate incl. Making necy. connections etc.	53	N os	275.00	EAC H	14,575.00
32	Distribution wiring in single core stranded 'FRLS' PVC insulated & unsheathed single core stranded copper wire in 19 mm bore, 3 mm thick polythene pipe complete with all accessories embedded in wall mending good damages to original finish. [2 x (2.5 Sq.mm) + 1 x (1.5 Sq.mm) as ECC]	1000	RM	275.00	Per RM	2,75,000.00
33	Distribution wiring in single core stranded 'FRLS' PVC insulated & unsheathed single core stranded copper wire (Brand approved by EIC) in 19 mm bore, 3 mm thick polythene pipe complete with all accessories embedded in wall mending good damages to the original finish. [2 x (4 Sq.mm) + 1 x (4 Sq.mm) as ECC]	600	RM	334.00	Per RM	2,00,400.00
34	Distribution wiring in single core stranded 'FRLS' PVC insulated & unsheathed single core stranded copper wire (Brand approved by EIC) in 19 mm bore, 3 mm thick polythene pipe complete with all accessories embedded in wall mending good damages to the original finish. [2 x (10 Sq.mm) + 1 x (6 Sq.mm) as ECC]	250	RM	570.00	Per RM	1,42,500.00
35	Earthing with 50mm. Dia. GI pipe ISI Medium 3.64 mm thick, 3.04 Mtrs. Long and 1x4 SWG GI earth wire (4mtrs long), 13 mm. dia x 80 mm. long GI nuts and bolts, double washer, incl. S&F 65 mm. dia GI pipe protection (1mtr. Long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mtrs below the ground level including providing necessary masonry enclosure of overall size 86.36 cm x 86.36 cm x 46 cm deep (below the ground level), CI hinged inspection cover of size 36.56 cm x 36.56 cm and treating of soil by using salt and charcoal as required. Earthing work is to be carried	4	Nos	3,030.00	EACH	12,120.00

	out as per IS.					
36	Connecting from earth pit to earth pit, earth station to earth bus bar, cable tray inclusive of S&F 25mm x 6 mm Galvanized (Hot-Dip) MS flat under the ground level/on wall/floor with GI saddle as required inclusive drilling holes, bolts, nuts, washers, etc. and mending good the damages as required.	80	RM	138.00	Per RM	11,040.00
37	Supplying & Fixing earth bus bar of galvanized (Hot Dip) MS flat 50 mm x 6 mm on wall having clearance of 6 mm from wall including providing drilled holes on the bus bar complete with GI bolts, nuts, washers, spacing insulators etc. as required.	2	RM	216.00	Per RM	432.00
38	Connecting the equipment to the earth bus bar including S & F GI (Hot-Dip) wire of size as below on the wall/floor with staples buried inside the wall/floor as required and making connections to equipment with bolts, nuts, washers, cable lugs, etc. as required, and mending good damages. Solid GI wire: No. 6 SWG	20	RM	13.00	Per RM	260.00
9	Dismantling of all existing Light fittings, Fans, Cables, DBs, wires, switch board, switches, gadgets, etc. including AC machines and handing it over to the club.	1	LOT	21,580.00	Per LOT	21,580.00
40	Supply , Delivery , Installation and Comissioning of Chandelier with lamps and complete with all accessories as per the following technical specifications: Colour: Chrome, Material: Mirror stainless steel shade with clear crystal, Dimensions (mm): Dia. 510 × H 1440 , Lamp Base: G9, Wattage : 7 × 42 W , Voltage: 240V/50Hz, Non- integrated LED luminaire. The Chandelier should consist of finest crystals in superb chrome finish.	3	Nos	40,106.00	EACH	1,20,318.00
41	Supply , Delivery , Installation and Comissioning of Chandelier with lamps and complete with all accessories as per the following technical specifications: Colour: Chrome, Material: stainless steel with clear crystal, Dimensions (mm): Dia. 550 × H 570 , Lamp Base: G9, Wattage : 8 × 33 W, Voltage: 240V/50Hz, Non-integrated LED luminaire. The Chandelier should consist of finest crystals in contemporary stainless steel finish.	1	No	58,170.00	EACH	58,170.00
42	Supplying and Fixing double door SPN MCB Distribution Board [Enclosure 18 way] with IP42/43 protection along with 63A, DP 240V, 10KA, C-type MCB as Incomer and 16 nos. 6-32 amp, 240 volts, SP 10KA, C-type MCB as outgoing. Concealed in the wall after cutting the wall & mending well the damages to original finish incl. interconnection with suitable size of copper wire, extended terminals/spreader link sets, and neutral link & provision for earthing attachment. (Power DB)	9	Nos	6,190.00	EACH	55,710.00
43	Supplying and fixing double door SPN MCB Distribution Board [Enclosure 12 way] with IP42/43 protection along with 32A, DP 240V, 10KA, C-type MCB as Incomer and 10 nos. 6-32-amp, 240-volt, SP 10KA, C-type MCB as outgoing. Concealed in wall after cutting the wall & mending good the damages to original finish incl. interconnection with suitable size of copper wire, extended terminals/spreader link sets and neutral link & provision for earthing attachment. (Lighting DB)	8	Nos	4,168.00	EACH	33,344.00

44	Supply and Fixing of double door Vertical TPN MCCB Main Distribution Board (Outgoing Module 8+8+8) with IP-42/43 protection along with 250A, TP 415V, 25/30kA adjustable thermal and fixed magnetic setting MCCB as Incomer and 12 nos. 63 Amp, SP, 10KA, C-type MCB as outgoing & 12 nos. 32 Amp SP, 10KA, C-type MCB as outgoing, installed on the wall on angle iron frame and mending well the damages to the original finish incl. interconnection with suitable size of copper wire, extended terminals/spreader link sets, and neutral link & provision for earthing attachment. (Main DB at Ground Floor Electrical Switch Room)	1	No	25,251.00	EACH	25,251.00
45	Supply and Fixing of double door Vertical TPN MCCB Main Distribution Board (Outgoing Module 12+12+12) with IP-42/43 protection along with 200A, TP 415V, 25/30kA adjustable thermal and fixed magnetic setting MCCB as Incomer and 8 nos. 32 Amp, TP, 10KA, C-type MCB as outgoing, installed on the wall on angle iron frame & mending well the damages to the original finish incl. interconnection with a suitable size of copper wire, extended terminals/spreader link sets, and neutral link & provision for earthing attachment. (Main DB at Ground Floor Electrical Switch Room for outdoor power supply)	1	No	27,196.00	EACH	27,196.00
46	Supply and Delivery of Sub Main Distribution Board (SMDB) with MCCB as an incomer and MCCBs as outgoing devices, Conform to IEC 61439-2. Rating up to 630 A. Ingress protection - IP 43. Outgoing ways- 4 ways of rated 250A capacity. Ready to use off-shelf solution. Incomer- 3 Pole MCCB - 400A, 50KA for 1 sec, with adjustable thermal, Outgoing- 2 Nos. 3 Pole MCCB-250 A, 36KA for 1 sec. & Outgoing- 1 No. 3 Pole MCCB-100A, 35KA/36KA for 1 Sec with adjustable thermal. With the Top metering box having the provision of 3 no's of 1-phase ammeter (96*96), 1 no's of the 1-phase voltmeter (96*96) with selector switch and indicating lamps. With Bottom and 2 nos. Side cabling Box suitable for SMDB. This is complete with all interconnections using wires, CTs, cables, bus bars are required. (Main Incomer DB)	1	No	1,47,574.00	EACH	1,47,574.00
47	Installation of the above SMDB on wall with all accessories.	1	SET	7,048.00	SET	7,048.00
48	Supply and delivery of 1.1 KV grade 4 core 16 sq.mm. XLPE insulated armoured copper cable comply to IS:7908(Part-1)/1988 or latest amendment if any. (SMDB to Swimming Pool VTPN DB)	80	Mtr	1,108.00	Per Mtr	88,640.00
49	Laying of cable 4 core 16 sq. mm. at an average depth of 750 mm below ground after excavating a suitable trench, through suitable dia HDPE Pipe including refilling the trench with excavated soil and mending good	70	Mtr	162.00	Per Mtr	11,340.00
50	Supply & laying of suitable dia HDPE pipe with socket, bend, couplers etc. complete with fitting and cutting, jointing etc. for laying of above cable.	70	Mtr	83.00	Per Mtr.	5,810.00
51	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust and moisture proof entry of XLPE cable - 4 core 16 sq.mm.	2	SET	132.00	Per SET	264.00

	aluminium cable					
52	Finishing of XLPE cable ends by crimping method incl. supplying and fixing solderless sockets (Dowels make),tapes, anticorrosive paste and jointing material 4 core 16sq.mm.	2	SET	95.00	Per SET	190.00
53	Laying of cable 4 core 16 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip)Wire, making holes etc. as necy.mending good damages and painting.	10	Mtr	60.00	Per Mtr	600.00
54	Supply and Delivery of 1.1 KV grade 3.5 core 300 sq. mm. XLPE insulated armored AL cable complies with IS:7908(Part-1)/1988 or the latest amendment if any from CESC Main to SMDDB	10	Mtr	1,943.00	Per Mtr	19,430.00
55	Laying of cable 3.5 core 300 sq. mm on wall /surface /Tray incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot-Dip) Wire, making holes, etc. as necy. mending good damages and painting.	10	Mtr	86.00	Per Mtr	860.00
56	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust and moisture-proof entry of XLPE cable -3.5 core 300 sq. mm. aluminum cable.	4	SET	517.00	Per SET	2,068.00
57	Finishing of XLPE cable ends by crimping method incl. supplying and fixing solderless sockets (Dowels make), tapes, anticorrosive paste, and jointing material 3.5 core 300 sq.mm. aluminum cable	4	SET	882.00	Per SET	3,528.00
58	Supply , Installation and Commissioning of 4 Pole 400A Auto Change Over/Transfer Switch with SS enclosure complete in all respect with ATS controller unit with manual operating handle.Enable Automatic transfer from one source to other with Adjustable Time Delay.Indicates status of the source to which load is connected. IS / IEC 60947-6-1.	1	No.	1,32,875.00	No.	1,32,875.00
59	Supply of 1200 mm sweep, BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) Motor, class of insulation: B, 3 nos. blades, 2 nos. canopies, shackle kit, safety rope, copper winding, and Power Factor not less than 0.9, Service Value (CMM/W) minimum 6.85, Air delivery minimum 215 CMM, 350 RPM (tolerance as per IS: 374- 2019), THD less than 10%, electronic regulator unit for speed control and all remaining accessories including safety pin, nut bolts, washers, insulation resistance of more than 2 mega ohms, suitable for 230 V, 50 Hz, single-phase AC Supply, earthing etc. complete as required.	53	Nos.	3,999.00	Each	2,11,947.00
60	Installation, Testing & Commissioning of ceiling fan complete with blade, regulator, canopy, etc. with S & F of the appropriate length of MS down rod & making a necessary connection by cu wire.	53	Nos.	66.00	Each	3,498.00
61	Supply & Fixing of Industrial 415V/230V(Coil Voltage) DOL starter with necessary contactor & relay unit within SS enclosure, complete in all respect, for 4 HP 3 Ph Pump-Motor set.	3	Nos.	1,610.00	Each	4,830.00

62	Supply & Fixing of Industrial 415V/230V(Coil Voltage) DOL starter with necessary contactor & relay unit within SS enclosure, complete in all respect, for 3 HP 3 Ph Pump-Motor set.	1	No.	1,610.00	Each	1,610.00
63	Supply & Fixing of Industrial 415V/230V(Coil Voltage) DOL starter with necessary contactor & relay unit within SS enclosure, complete in all respect, 1 HP Single Ph Pump-Motor Set	2	Nos.	992.00	Each	1,984.00
64	Supply and Fixing of double door Vertical TPN MCCB Main Distribution Board (8way)with IP-42/43 protection along with 100A, TP 415V, 35kA adjustable thermal and Fixed magnetic setting MCCB as Incomer and 8 nos. (6-32A) Amp, 415 volt, TP, 10KA, C-type MCB as outgoing, on angle iron frame on wall & mending good the damages to original finish incl. interconnection with suitable size of copper wire , extended terminals /spreader link sets and neutral link & provision for earthing attachment. (Swimming Pool Switch Room DB)	1	No.	22,194.00	Each	22,194.00
65	Supply and delivery of 1.1 KV grade 3 core 6 sq.mm. XLPE insulated armoured Copper cable comply to IS:7908(Part-1)/1988 or latest amendment if any from DB to rest of the Motors via starter	40	Mtrs.	363.00	Per Mtrs.	14,520.00
66	Laying of cable 3 core 6 sq.mm. on wall/surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip)Wire, making holes etc. as necy. mending good damages and painting.	40	Mtrs.	57.00	Per Mtrs.	2,280.00
67	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust and moisture proof entry of XLPE cable - 3 core 6 sq.mm. cable.	24	SET	115.00	Per SET	2,760.00
68	Finishing of XLPE cable ends by crimping method incl. supplying and fixing solder less sockets (Dowels make),tapes, anticorrosive paste and jointing material-3 core 6 sq.mm.	24	SET	62.00	Per SET	1,488.00
69	Supply of 32 bit microprocessor based 100% Hot Redundant Intelligent Addressable Fire Alarm Control panel with 4 loops & battery back up. The panel shall be networkable & expandable upto 10 loops w/o changing the cabinet. The control panel, batteries, battery charger etc, shall be Vds approved and as per EN-54 standard. The panel would be modular, decentralized, with 100% hot redundancy in cpu/master control unit, 100% hot redundancy in loop cards, relay and interface card by means of duplicated electronics, means, hardware redundancy with full functionality.The panel shall be consisting with minimum 240 character LCD display and TCP/IP for networking. The Panel would be able to record atleast 60,000 events history. Each loop would be capable to have atleast 250 addressable detectors and addressable devices with up to 3.5km loop length.	1	No	4,14,750.00	EACH	4,14,750.00
70	Installation, testing & commissioning of above panel in all respect as required at site.	1	Nos	39,750.00	EACH	39,750.00

71	Supply of Addressable type multi criteria(Smoke cum Heat) detector with base for use as heat or smoke or combined both with automatic electronic addressing, microprocessor type with built-in integrated short circuit isolator as per technical specifications.	105	Nos	4,134.00	EACH	4,34,070.00
72	Installation, testing & commissioning of above multi criteria detector in all respect as required at site	105	Nos	477.00	EACH	50,085.00
73	Supply of Addressable manual call point having inbuilt short circuit isolator as per technical specifications.	10	Nos	7,193.00	EACH	71,930.00
74	Installation, testing & commissioning of above Addressable manual call point in all respect as required at site.	10	Nos	477.00	EACH	4,770.00
75	Supply of Addressable Loop Powered multi tone sounder with integrated short circuit isolator & having wide operating temperature as per technical specifications.	12	Nos	9,309.00	EACH	1,11,708.00
76	Installation, testing & commissioning of above Loop Powered multi tone sounder in all respect as required at site	12	Nos	477.00	EACH	5,724.00
77	Supply of Response indicator as per technical specifications.	35	Nos	117.00	EACH	4,095.00
78	Installation, testing & commissioning of above response Indicators	35	Nos	69.00	EACH	2,415.00
79	Supply of I/O module as per technical specifications.	2	Nos	13,125.00	EACH	26,250.00
80	Installation, testing & commissioning of above modules	2	Nos	2,500.00	EACH	5,000.00
81	Supply of Metal Junction Box for mounting of detectors / devices etc.	35	Nos	102.00	EACH	3,570.00
82	Installation of above Metal Junction Box in all respect as required at site	35	Nos	53.00	EACH	1,855.00
83	Supply of 2x1.5 sq.mm. FRLS copper armoured cable as per technical specifications.	1200	RM	112.00	RM	1,34,400.00
84	Laying of above cable with wiring accessories	1200	RM	45.00	RM	54,000.00
85	Supply of 4x1.5 sq.mm. FRLS copper armoured cable as per technical specifications.	100	Mtr	207.00	Mtrs.	20,700.00
86	Laying of above cable with wiring accessories	100	Mtr	44.00	Mtrs.	4,400.00
87	Supply, Delivery, Installation, and Commissioning of minimum 3 meter high decorative lighting pole with foundation bolt as per Technical Specifications.This is with all electrical accessories like terminal block, MCB, connectors, etc.. (Design as approved by EIC)	20	Nos	13,970.00	EACH	2,79,400.00
88	Supply, Delivery, Installation, and Commissioning of LED Luminaire with Clear acrylic / Clear Polycarbonate diffusor and body made of spun aluminium top cover & die-cast aluminium base for the above decorative pole with the following specifications:- suitable for above lamp post or pole mounting, Colour of Fixture: as per approved shade,4000K, CRI≥70, IP65 or more, Luminous Flux = minimum 6000 Lm, Surge Protection of minimum 6KV, THD <10%, LED life 72,000 h at L70B10. The luminaire and driver should be BIS certified. (Design as approved by EIC)	20	Nos	17,060.00	EACH	3,41,200.00

89	Erection of the pole and construction of the suitable RCC civil foundation for the above pole as per Technical Specifications. Suitable RCC foundation for above Pole/Post should be exposed above ground level. The design of the foundation should be as per site conditions. 02 nos. flexible PVC Pipe of suitable diameter to be kept inserted inside the RCC foundation for cable entry.	20	Nos	6,210.00	EACH	1,24,200.00
90	Spike earthing by 20 mm dia, GI spike earth with 6 SWG (HOT dip) wire (4 Mtr. Long) including nuts, bolts, washers driven into on average depth of 2 mtr. Below the ground level.	20	Nos	372.00	EACH	7,440.00
91	Distn. wiring with 2 x 36/0.3 (2.5 sq. mm) single core stranded copper conductor FRLS PVC insulated and unsheathed copper wire with 1x22/0.3 (1.5 sqmm) PVC insulated and unsheathed copper wire as ECC, complete with all accessories inside the above light pole.	60	Mtrs.	233.00	Per Mtrs.	13,980.00
92	Supply & Delivery of 2C, 10 sq. mm XLPE insulated armored Al, 1.1KV Grade, cable, it shall comply to IS:7908(Part-1)/1988 or latest amendment if any.	230	Mtrs.	165.00	Per Mtrs.	37,950.00
93	Laying of 2C or 4C 10 Sq.mm cable at an average depth of 500 mm below ground after excavating a suitable trench, through suitable dia HDPE Pipe including refilling the trench with excavated soil and mending good. This includes the Supply & laying of suitable dia HDPE pipe with socket, bend, couplers, etc. complete with fitting and cutting, jointing, etc. for laying of the above cable.	200	Mtrs.	310.00	Per Mtrs.	62,000.00
94	Laying of cable upto 2/3/4 core 10 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip) Wire, making holes etc. as necy. mending good damages and painting.	30	Mtrs.	60.00	Per Mtrs.	1,800.00
95	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moistureproof entry of the above XLPE armored AL cable ,2C ,10sq.mm.	44	SET	115.00	Per SET	5,060.00
96	Finishing the end of the above XLPE armored cables by crimping method incl. supplying and fixing solder less socket, tapes, anticorrosive paste & jointing materials.	44	SET	34.00	Per SET	1,496.00
97	Supply and delivery of Stand Alone Feeder Pillar Box, made from 2 mm thick CRCA sheet with GI angle Frame, double flap Hinged Door, both in front & rear sides with stiffeners, and Handle complete with integral canopy and panel lock. The Feeder Pillar Box will be suitable for outdoor installation (having IP65 protection). A completely fabricated Feeder Pillar Box will be Hot Dip Galvanized and 2 Nos. Panel Keys will be provided. Door sealing arrangement to be made with Neoprene Rubber Gasket of thickness not less than 3mm. Cable(s) entry will be from the bottom only through a detachable type Gland Plate (made from 2 mm thick GI Sheet) with punched holes. Earth Bus will be made from G. I. Flat strip of size 25 x 6 mm. Copper bus bar of size – 20 x 3 mm for each phase and Neutral will have to be	1	No	55,792.00	EACH	55,792.00

	provided. Inner Connections between Bus-Bars and components are to be made by Electrolytic grade tinned copper flat/ 1.1KV grade insulated copper conductors of suitable size, along with tinned copper lugs. i) Incomers: 25KA, 415V AC, 63A, 4P MCCB of Fixed thermal & fixed magnetic setting with suitable size spreader links-1 No. ii) Outgoings: A) 10KA, 415V AC, 40A, TP MCB-2 Nos. (To light poles) , iii) Analog or electronic Timer Switch – 1 No. iv) Bypass Switch with 63A , 4P contactor Unit – 1 No. v) Copper bus bar: 20 x3 mm (Size) for each phase and Neutral. 2 Nos. full threaded GI Bolts (M 10 x 40mm) along with G.I. Nuts & washers are to be provided on two sides of the Feeder Pillar Box as Earth Stud.					
98	Construction of RCC foundation for the above Feeder Pillar Boxes including supply of foundation accessories consisting of cement, reinforcement steel bars, bricks, sand, stone chips, shuttering materials, labour, etc. complete and refilling of earth upto the existing ground level after curing and as per technical specifications.	1	No	8,167.00	EACH	8,167.00
99	Installation of the above Feeder Pillar & Stand alone Pillar box by grouting the stand in concrete.	1	No	2,500.00	EACH	2,500.00
100	Supply & Delivery of 4C, 10 Sq.mm XLPE insulated armored Al,1.1KV Grade, cable , it shall comply to IS:7908(Part-1)/1988 or latest amendment if any.	20	Mtr	248.00	Mtrs.	4,960.00
101	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moistureproof entry of the above XLPE armored AL cable ,4C 10 sq.mm,	4	Set	132.00	Per SET	528.00
102	Finishing the end of the above XLPE armored 4C 10 Sq.mm cables by crimping method incl. supplying and fixing solder less socket, tapes, anticorrosive paste & jointing materials.	4	Set	67.00	Per SET	268.00
103	Supply & Delivery of 2C, 6 sq. mm XLPE insulated 1.1 KV grade armored Al cable , it shall comply to IS:7908(Part-1)/1988 or latest amendment if any.	600	Mtr	132.00	Per Mtr	79,200.00
104	Laying of 2 core 6 sq. mm. or 3 C 4 Sq.mm cable at an average depth of 500 mm below ground after excavating a suitable trench, through suitable dia HDPE Pipe including refilling the trench with excavated soil and mending good. This includes Supply & laying of suitable dia HDPE pipe with socket, bend, couplers etc. complete with fitting and cutting, jointing etc. for laying of above cable	600	Mtr	310.00	Per Mtr	1,86,000.00
105	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, 2C, 6 sq.mm.	500	SET	68.00	Per SET	34,000.00
106	Finishing the end of the above XLPE armored cable (2 C, 6 Sq.mm) by crimping method incl. supplying and fixing solder less socket, tapes, anticorrosive paste & jointing materials.	500	SET	32.00	Per SET	16,000.00

107	Supply, installation, testing & commissioning of 600 mm high Decorative cylindrical aluminium housing bollard with diffuser.9 W LED mounted on top aluminium housing. The colour temperature of the luminaire is warm white (3000 deg k+/-300deg K) and protection class of IP 65 or above.LED CRI>= 70, Luminaire will be in pre-wired condition with inbuilt driver with internal surge protection & 10 kV External surge protection. The luminaire and Driver should be BIS certified.	150	Nos	9,250.00	EACH	13,87,500.00
108	Supply , Installation , testing and commissioning of static warm color surface mounted Narrow /Medium /Elliptical beam Wall washer luminaire suitable for outdoor applications. Luminaire luminous flux is not less than 600 Lm. The power factor of the luminaire shall be more than 0.90. Luminaire should be provided with a suitable integral/separate non-integral power supply unit. The lumen maintenance L70 of the LED shall not be less than 70% of the initial lumen after 50,000 burning hours. Ingress Protection is IP 66 and impact resistance is IK07 or above. Housing to have adjustable base bracket for angle adjustment so that the light direction can be adjusted to illuminate desired structural elements. The luminaire & driver should be BIS-approved.	100	Nos	12,250.00	EACH	12,25,000.00
109	Supply of 7 Meter High Single Arm/Bracket Decorative Cast Iron Lighting Pole with foundation nut bolt. Cast Iron made of ASTM A48 Class 25.Built-in control box with cast aluminum service door and safety rope. The Cast Iron door is contoured to the shape of the pole. The control gear tray is prewired with MCB, terminal connectors for loop-in / loop-out arrangement. Base plate made of steel grade E250 & foundation bolt of grade 4.6.C€ Conformity mark.Coated with zinc- rich primer and finished using environmentally stable polyurethane- based paint / Pure polyester powder coating of the desired color. Pole size Ø88.9, Base size Ø114.3.	12	Nos	72,080.00	EACH	8,64,960.00
110	Erection of pole and Construction of Suitable civil foundation for above 7-meter High Pole. 150 mm of the RCC foundation (M20) for above Pole/Post should be exposed above ground level. 02 nos. flexible PVC Pipe of suitable diameter to be kept inserted inside the RCC foundation for cable entry. The Pole/Post should be erected on the aforesaid RCC foundation. The design of the foundation should be as per site conditions and as approved by EIC.	12	Nos	6,210.00	EACH	74,520.00
111	Supply , Delivery , Installation and Commission of 100 Watt Luminaire for the above Pole with the following technical specifications:- i) CCT=4000K, ii) Power Factor : >0.95, iii) THD : <10%, iv) Surge Protection : 6KV, v) Efficiency : >85%, vi) Luminous Flux ≥ 12000 Lm vii)Body : Spun Aluminium viii) Diffuser : Clear acrylic (A9) / Clear Polycarbonate (A12) ix) Finish : Powder coated Graphite grey / Jet black Anthracite grey,x)CRI (Ra) : >80 , xi) IP 65 or above , xii) >72,000 h L70 B10. The Luminaire and Driver should be BIS certified.	12	Nos	30,270.00	EACH	3,63,240.00

112	Supply and Fixing of 35 Watt Post Top Luminaire with the following technical specifications:- CCT= 4000K, Housing Colour Black, House material- Aluminium , LED life with L70 criteria-50000 Hrs, IP66 , IK07, CRI ≥ 70, 4 KV surge protection, System Lumen ≥ 3500 Lm. , THD ≤ 10, Driver Efficiency ≥ 85%. The luminaire and Driver should be BIS certified.	50	Nos	8,343.00	EACH	4,17,150.00
113	Supply and delivery of 3C x 4 sq. mm, 1.1KV Grade, PVC insulated unarmored flexible copper conductor cable complies with IS 694- 1990 or latest amendment if any.	400	Mtr	210.00	Per Mtr	84,000.00
114	Laying of cable 3 core 4 sq. mm on wall/surface/Tray incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot-Dip) Wire, making holes, etc. as necy. mending good damages and painting.	350	Mtr	60.00	Per Mtr	21,000.00
115	Finishing of the PVC insulated cable ends by socketing with pin/ring type copper sockets and insulated tapes etc., including supplying sockets, tapes for cable termination.	210	SET	68.00	Per SET	14,280.00
116	Supply , Installation & Commissioning of 4x2W LED WW Under Water Light as per the following technical specifications:LED Colour Temperature : 3000K, CRI (Ra) : ≥80, Remote Driver : 12V DC, Luminous flux : 415 lm , Beam Angle : 30°, Body : Marine grade SS 316 , Diffuser : Step Tempered Glass T=8mm , Mounting : Non Integral, IP68, IK08, 54,000 h L70 B10 , BIS certified,PCB made of excellent heat conductivity aluminium coefficient of heat conductivity ≥2.0w/mk,Luminaire hard wired for single colour 2 x 1.0mm ² 3 metres water resistant cable. This is also inclusive of 24v 1.25A 30w LED Power Supply.	12	Nos	23,892.00	EACH	2,86,704.00
117	Laying of cable 3 core 4 sq.mm at an average depth of 75 mm with earthing attachment in 10 SWG GI (Hot Dip) Wire, after cutting floor/pavement/wall and making holes incl., embedding the cable, and mending good the damages to original finish incl. removing the rubbish	50	Mtr	127.00	Per Mtr	6,350.00
118	Supply and installation of Time Switch Controller Set for max 32A load with Contactor and MCB. Used For Automatic Switching On/Off of lights. Package Includes One Timer, 32A Contactor, and 32A- 2 Poles MCB, Terminal Block, pre-wired and all fitted into SS enclosure.	5	SET	4,764.00	Per SET	23,820.00
119	Supply and Fixing of waterproof Loop in Loop out/Junction box/Enclosure for individual luminaire.	350	Nos	241.00	EACH	84,350.00
120	Supply, Installation, testing & commissioning of 50w LED WW Narrow Beam Spot as per the following technical specifications. i) CCT= 4000K, ii) Driver: Integral iii) Power Factor : >0.95 iv) THD: <10%, v) Surge Protection: 6KV vi) Efficiency : >85% vi)Body: Die-Cast Aluminium with Extruded Aluminium Tube vii) Diffuser : Polycarbonate Optical Lens viii) IP65 ix) IK10 x) 60,000 h @ L70 B10. Both luminaire and Driver should be BIS certified.	92	Nos	12,760.00	EACH	11,73,920.00
121	Supply of 20 W LED Batten luminaire for indoor application including LED lamps, constant current Driver	25	Nos	380.00	EACH	9,500.00

	with internal surge protection , electronic components in pre wired condition with all accessories . Lumen output of the fittings is 2000 lumens CCT of 6500 deg k (+/- 500 Deg K) Luminaire is suitable to operate on wide input voltage range with input power supply of 220-240V, 1 phase, 50Hz AC . Lifetime of the fixture should be at least 50,000 burning hours at L70.Luminaire is IP 20 protected. Luminaire & Driver units are BIS approved.					
122	Fixing of above LED Battern luminaries on surface of wall/ ceiling, including all accessories complete in all respect.	25	Nos	100.00	EACH	2,500.00
123	Supply & fixing 6-32A DP MCB Isolator 240V AC, 50 Hz switch along with SS Enclosure with neutral link bar, powder coated. (For outdoor light circuits)	10	Nos	592.00	EACH	5,920.00
		Total of Part B=				1,50,36,392.00
	Part C -FIRE:					
1	Fire Hydrant System Riser :- Cost Of Supply & Installation Of Landing Valve single of 63 Mm Dia With CI Flange ISI 5290 Stainless Steel .. MAKE:-FYREX/KARTER/NEWAGE	1	Nos	5,300.00	EACH	5,300.00
2	Fire Hydrant System In Yeard :- Cost Of Supply & Installation Of Landing Valve single of 63 Mm Dia With CI Flange ISI 5290 Stainless Steel . MAKE:-FYREX/KARTER/NEWAGE .MAKE:- DEEPAK/KARTER	7	Nos	5,300.00	EACH	37,100.00
3	Cost of Supply and Installation of M.S. Fire Hose Cabinet As per ISI mark single accommodates 2*15 mtr hose length and one branch pipe. . MAKE:- DEEPAK/FIRE WALL	7	Nos	2,350.00	EACH	16,450.00
3A	Cost of Supply and Installation of M.S. Fire Hose Cabinet As per ISI mark single accommodates 1*15 mtr hose length and one branch pipe. . MAKE:- DEEPAK/FIRE WALL	1	No	2,150.00	EACH	2,150.00
4	Cost of Supply and Installation of MS As per ISI mark Branch pipe . . MAKE:-FYREX/KARTER/NEW AGE	8.	Nos	1,770.00	EACH	14,160.00
5	Cost of supply and Installation of ISI 903 marked Fire Fighting Hose of 15 mtrs . Long Complete with Male & Female Coupling of 63 MM dia With Binding.. MAKE:-NEWAGE/KARTER /OMEX	15	Nos	5,200.00	EACH	78,000.00

6	Cost of supply and Installation of ISI 903 marked Fire Fighting Hose REAL DRAM 30 MTR LENTH . Long Complete with Male & Female Coupling of 63 MM dia With Binding. .MAKE:- NEWAGE/KARTER/ SAFEZONE	2	Nos	4,900.00	EACH	9,800.00
7	Cost Of Supply & Installation of 3 way fire Brigade inlet WITH NRV100 MM Consisting of no 63 mm dia with male coupling .MAKE:- SAFEZONE /KARTER/FYREX	1	Nos	18,700.00	EACH	18,700.00
8	Extra for painting the exposed MS Pipe with one coat of Etching Primer And With Two Coats of Synthetic Enamel Paints Of Approve Colour/Shade 200,150,100,80,50,32,25 mm normal dia	330	Nos	100.00	EACH	33,000.00
9 A	Supplying Fixing Testing and Commissioning of Wafer Type CI Dual Plate Check Valve (SLUICE VALVE) as per IS: 14846 with required flanges , nuts, GI bolts and Gasket etc. All complete as required of the following Sizes MAKE:- DEEPAK/KARTER. 100 mm normal dia	1	No	12,000.00	EACH	12,000.00
9B	80 mm normal dia	1	No	7700.00	EACH	7,700.00
10 A	Supplying Fixing Testing and Commissioning of Wafer Type CI Dual Plate Check Valve (Non return Valve) as per IS: 5312 with required flanges , nuts, GI bolts and Gasket etc. All complete as required of the following Sizes MAKE:- DEEPAK/KARTER. 100 mm normal dia	1	No	11000.00	EACH	11,000.00
10B	80 mm normal dia	1	No	8000.00	EACH	8,000.00
11	Supplying , Fixing, testing and commissioning of slim seal standard lever operated type Butterfly Valve PN 16 With ISI Mark with Nuts, bolts, Washer, Gasket and Flanges Conforming to IS 13095of Following MAKE:- DEEPAK/KARTER. 100 mm normal dia	2	Nos	4050.00	EACH	8,100.00
12 A	Supplying , Fixing, testing and commissioning of FOOT VALVE PN 16 With ISI Mark with Nuts, bolts, Washer, Gasket and Flanges Conforming MAKE:- DEEPAK/KARTER. 100 mm normal dia	1	No	11000.00	EACH	11,000.00
12 B	80 mm normal dia	1	No	7000.00	EACH	7,000.00
13 A	Supplying, installing, testing , and commissioning of Gun Metal/BALL Valve With fittings of Screwed end type. MAKE:- DEEPAK/KARTER. 20 mm normal dia	5	Nos	1250.00	EACH	6,250.00
13B	25 mm normal dia	3	Nos	1550.00	EACH	4,650.00
14 A	Supplying , Fixing, testing and commissioning of class 'C' heavy duty MS pipes Confirming to IS 1239 and 3589 including the cost shall include cutting welding & labour Charge MAKE:- JINDAL/BANSAL /NIZON. 200 mm normal dia	6	rmt	3150.00	Per rmt	18,900.00

14B	150 mm normal dia	200	rmt	2340.00	Per rmt	4,68,000.00
14C	100 mm normal dia	100	rmt	1645.00	Per rmt	1,64,500.00
14D	80 mm normal dia	18	rmt	1190.00	Per rmt	21,420.00
14E	Providing and fixing MS black pipe to IS:1239 Heavy Class including all fittings like anchor fasteners, couplings, bends, elbows, tees, flanges, gasket etc. Welding as required painting with coat of solvent based primer and wrapping with 5 layered corrosion protection tape (2mm thick with 50% overlapping to get a final thickness of 4 mm on the surface of pipe) coat tar based conforming to IS:10221 including necessary earth excavation and refilling, masonry supports complete in all respect. (For Hydrant under ground piping). MAKE:- PEPKOT	200	rmt	2450.00	Per rmt	4,90,000.00
14F	50*50 Angle.	6	rmt	800.00	Per rmt	4,800.00
	Control Panel For Fire Pumps					
15	Fire Pump PANEL Work Automatically Assemble (All L& T Parts).	1	Nos	102000.00	EACH	1,02,000.00
16 A	Supplying and Laying of FRLS PVC quter sheath, steel armoured, aluminium conductor,1100v grade power cables with glands etc.(Make:- Polycabe /Finolex/KDK) 3.5C*120sq.mm for main electric pumps. (Make:- Polycabe /Finolex/KDK)	15	Per rmt	690.00	rmt	10,350.00
16B	4C*16Sqmm.Jockey Pumps. (Make:- Pollycab /Finolex/KDK)	15	Per rmt	580.00	rmt	8,700.00
17	180 LPM 65 MWC GHEAD AND Jockey pump fitted with Recommended prime mover complete with base frame, coupling, Coupling guard & Companion Flanges, (Kilosker/ LUBI)	1	No	73000.00	EACH	73,000.00
18	1000 LPM and SPLIT CASSING PUMP Main pump 56 HEAD fitted with Recommended prime mover Tyre type complete with base frame, coupling, Coupling guard & Companion Flanges only. (Kilosker/LUBI)	1	No	155000.00	EACH	1,55,000.00
19	Supplying laying testing and commissioning of Pressure Gage in MS pipe line (pressure range 0 - 10kg/sq.cm) suitable for 12 volts/24 volts DC including Connection as	4	Nos	1950.00	EACH	7,800.00
20	Supplying , laying testing and commissioning of pressure switch in MS pipe line Suitable for 12 volts /24 volts DC Including Connection as required for Jockey Pump. (Make:- INDFOS/Audco)	3	Nos	2300.00	EACH	6,900.00
21	HUME PIPE	12	Nos	3000.00	EACH	36,000.00
22	Air Release WITH BALL Valve25 mm dia MAKE:- DEEPAK	1	No	1750.00	EACH	1,750.00

23	ABC FIRE EXTINGUISHER6 KG ...MAKE:- FIRE WALL/TRAP FIRE/ALAZ	10	Nos	2250.00	EACH	22,500.00
24	CO2 FIRE EXTINGUISHER4.5 KG MAKE:- FIRE WALL/TRAP FIRE/ALAZ	5	Nos	4150.00	EACH	20,750.00
25	ABC EXTINGUISHER5 KG .AUTOMAATIC ..MAKE:- FIRE WALL/TRAP FIRE/ALAZ	5	Nos	4400.00	EACH	22,000.00
		Total of Part C=				19,24,730.00
Total of Part A+B+C =						3,73,66,070.92

Total Amount (Part A+ B+C)= Rs3,73,66,070.92 (Rupees three Crore seventy three Lakh sixty six Thousand seventy and Paise ninety two Only)

Tenderer to fill up the following [score out which is not applicable]

price not to be quoted here

(a)..... %
(in figures) Below par (-) Rs.

.....Percent
(in words)

(b)..... At par NIL

(c)%
(in figures) Above par (+) Rs.

..... Percent (in words)

Total Tendered Amount: Rs. _____

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

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

Maximum number of workmen likely to be engaged in days worknumbers Permanent Income Tax A/C.

No... ..

Date:

(Signature of Tenderer)

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

Witness: -

(Name in block letters) Address:

Occupation

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

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

I/We _____
 _____ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **8(Eight) Months** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.
 THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

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

I / We have deposited with the Trustees' Manager (Finance), SMPK, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated:

(Signature of Bidder with Seal)

Name of the Bidder: -

Address: -

संविदा की सामान्य शर्तें

General Conditions of Contract

प्ररूप और करार

Forms and Agreements

न्यासी मंडल द्वारा दिनांक 27 मई, 1993 को संपन्न 6वीं बैठक में संकल्प सं. 92 के अधीन
अनुमोदित

Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on
27th May, 1993

जुलाई, 2014 को संपन्न न्यासी मंडल की बैठक में अनुमोदित परिशिष्ट सहित

Including Addendum Sanctioned by the Trustees Meeting held on July, 2014

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

कोलकाता गोदी प्रणाली
KOLKATA DOCK SYSTEM

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

जुलाई/ JULY 2014

संविदा की सामान्य शर्तें / GENERAL CONDITIONS OF CONTRACT

<u>खंड / CLAUSE</u>	<u>पृष्ठ/PAGES</u>
1 संविदा की सामान्य शर्तों में संशोधन AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	-- जीसी 1 ... GC 1
2 परिभाषा DEFINITION	-- जीसी 2 - जीसी 3 ... GC 2 - GC 3
3 इंजीनियर और इंजीनियर के प्रतिनिधि के कर्तव्य एवं शक्तियां / DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	-- जीसी 3 - जीसी 5 ... GC 3 - GC 5
4 निविदा/प्रस्ताव और उसकी पूर्वापेक्षाएं THE TENDER/OFFER AND ITS PRE-REQUISITES	-- जीसी 5 - जीसी 9 ... GC 5 - GC 9
5 संविदा और संविदाकारों के सामान्य दायित्व THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	... जीसी 9-जीसी 14 -- GC 9 - GC 14
6. कार्य का प्रारंभ, निष्पादन और समापन COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	... जीसी14-जीसी 17 -- GC14 - GC 17
7 भुगतान की शर्तें TERMS OF PAYMENT	... जीसी18-जीसी 20 -- GC18 - GC 20
8 फेरफार और उसका मूल्यांकन VARIATION AND ITS VALUATION	... जीसी20-जीसी 22 -- GC20 - GC 22
9 विलंब/ समापन समय का विस्तार / परिनिर्धारित नुकसानी / संविदा का पर्यवसान DELAY/EXTENSION OF COMPLETION TIME/ LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT	... जीसी22-जीसी 24 -- GC22 - GC 24

- | | | |
|----|--|---------------------------------------|
| 10 | प्रतिभूति जमाराशि का अनुरक्षण एवं वापसी
MAINTENANCE AND REFUND OF SECURITY
DEPOSIT | ... जीसी24-जीसी 25
-- GC24 - GC 25 |
| 11 | संविदा दस्तावेजों का निर्वचन, विवाद और माध्यस्थम्
INTERPRETATION OF CONTRACT DOCUMENTS,
DISPUTES & ARBITRATION | -- जीसी25-जीसी 27
... GC25 - GC 27 |
| 12 | प्ररूप जीसी-1, जीसी-2, जीसी-3
FORMS GC-1, GC-2, GC-3 | |
| 13 | करार का प्ररूप
FORM OF AGREEMENT | |
| 14 | संविदा के निष्पादन के लिए बैंक गारंटी हेतु प्रोफार्मा
PROFORMA FOR B.G. FOR CONTRACT
PERFORMANCE | |
| 15 | सत्यनिष्ठा समझौता दस्तावेज : प्रोफार्मा
INTEGRITY PACT DOCUMENT: PROFORMA | |
| 16 | प्रारूप : केओपीटी एवं ट्रांसपेरेंसी इंटरनेशनल इंडिया के बीच
समझौता ज्ञापन
DRAFT Memorandum of Understanding between
K.o.P.T. & Transparency International India | |

जीसी/GC -1

संविदा की सामान्य शर्तों में संशोधन

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

□ खंड-3.4 निविदा/ प्रस्ताव और उसकी पूर्वापेक्षाएं

□ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

उप-खंड (क) के अधीन सारणी

Table under sub-clause (a)

पूर्ववर्ती /PREVIOUS			यथासंशोधित/ AS AMENDED		
कार्यका प्राक्कलित मूल्य Estimated Value of Work	बयाना राशि Amount of Earnest Money		कार्य का प्राक्कलित मूल्य Estimated Value of Work	बयाना राशि Amount of Earnest Money	
	संविदागत कार्य हेतु For Works Contract	केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु For Contract of Supplying Materials or Equipment only		संविदागत कार्य हेतु For Works Contract	केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु For Contract of Supplying Materials or Equipment only
रु. 1,00,000=00 तक Up to Rs. 1,00,000=00	कार्य के प्राक्कलित मूल्य का 5% 5% of the estimated value of work	कार्य के प्राक्कलित मूल्य का 1% 1% of the estimated value of work	रु.10 करोड़ तक Upto Rs. 10 Crore	कार्य के प्राक्कलित मूल्य का 2% 2% of the estimated value of work	कार्य के प्राक्कलित मूल्य का 1% 1% of the estimated value of work
रु. 1,00,000.00 से अधिक Over Rs. 1,00,000.00	अधिकतम रु.20,000/ और न्यूनतम रु. 5,000/- के अध्यधीन कार्य के प्राक्कलित मूल्य का 2% 2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-	अधिकतम रु. 10,000/- और न्यूनतम रु. 1,000/- के अध्यधीन कार्य के प्राक्कलित मूल्य का ½% ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-	रु.10 करोड़ से अधिक Over Rs. 10 Crore	प्रथम रु. 10 करोड़ पर 2% + शेष पर 1% 2% on first Rs. 10 Crore + 1% on the balance	अधिकतम रु.10,000/- और न्यूनतम रु.1,000/- के अध्यधीन कार्य के प्राक्कलित मूल्य का ½% ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

[दिनांक 26.02.2013 को संपन्न न्यासी मंडल की बैठक के संकल्प सं. 210 के अधीन न्यासी मंडल द्वारा अनुमोदित संशोधन]

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

उप-खंड (घ) के अधीन सारणी

Table under sub-clause (d)

<u>पूर्ववर्ती/PREVIOUS</u>			<u>यथासंशोधित/AS AMENDED</u>		
रजिस्ट्रीकरण की श्रेणी	नियत प्रतिभूति की राशि	प्रत्येक निविदा की वित्तीय सीमा	रजिस्ट्रीकरण की श्रेणी	नियत प्रतिभूति की राशि	प्रत्येक निविदा की वित्तीय सीमा
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
क	रु.10,000/-	रु. 2,00,000/- तक के मूल्य की कोई निविदा	क	रु.50,000/-	रु. 10,00,000/- तक के मूल्य की कोई निविदा
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs10,00,000/-
ख	रु.5,000/-	रु. 1,00,000/- तक के मूल्य की कोई निविदा	ख	रु.25,000/-	रु. 5,00,000/-तक के मूल्य की कोई निविदा
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
ग	रु.2,500/-	रु. 50,000/- तक के मूल्य की कोई निविदा	ग	रु.15,000/-	रु. 3,00,000/-तक के मूल्य की कोई निविदा
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-

[दिनांक 12.10.2012 को संपन्न न्यासी मंडल की बैठक के संकल्प सं. 82 के अधीन न्यासी मंडल द्वारा अनुमोदित संशोधन]

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

जीसी /GC - 2

1. परिभाषाएं /DEFINITIONS

- 1.0 इसमें इसके पश्चात् यथापरिभाषित संविदा में, प्रसंग द्वारा अन्यथा अपेक्षित के सिवाय, निम्नलिखित शब्द और अभिव्यक्ति से इसमें उन्हें समनुदेशित अर्थ अभिप्रेत होंगे।

In the contract, as hereinafter defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.

- 1.1 "नियोक्ता" या "बोर्ड" या "न्यासी मंडल " से कोलकाता पत्तन का न्यासी मंडल अभिप्रेत है जो महापत्तन न्यास अधिनियम 1963 की धारा 3 के अधीन गठित एक निगमित निकाय है और जिसमें उनके उत्तराधिकारी, प्रतिनिधि एवं समनुदेशिनी शामिल हैं।

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

- 1.2 "अध्यक्ष" से बोर्ड का अध्यक्ष अभिप्रेत है और इसमें महापत्तन न्यास अधिनियम, 1963 की धारा 14 और 14क के अधीन उसके स्थान पर कार्य करने हेतु नियुक्त व्यक्ति शामिल है।

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

- 1.3 "संविदाकार" से ऐसा/ऐसे व्यक्ति, फर्म या कंपनी अभिप्रेत है जिसकी/ जिनकी निविदा / प्रस्ताव न्यासी मंडल द्वारा स्वीकार किया गया हो और इसमें बोर्ड / अध्यक्ष द्वारा अनुमत संविदाकार के प्रतिनिधि, वारिस, उत्तराधिकारी और समनुदेशिनी, यदि कोई हों, शामिल हैं।

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

- 1.4 "इंजीनियर" से बोर्ड का ऐसा पदाधिकारी अभिप्रेत है जिसने उसकी ओर से इंजीनियर निविदा आमंत्रित की है और इसमें प्रबंधक (अवसंरचना व नागरिक सुविधाएँ) या ऐसा अन्य पदाधिकारी शामिल है जिसे ऐसे नाम निर्दिष्ट "इंजीनियर" के स्थान पर संविदा के प्रयोजनार्थ इंजीनियर के रूप में कार्य करने के लिए संविदाकार को लिखित सूचना देकर नियोक्ता द्वारा समय-समय पर नियुक्त किया गया हो ।
- "Engineer" means the Board's official who has invited the Engineer tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.
- 1.5 "इंजीनियर के प्रतिनिधि" से इंजीनियर का कोई अधीनस्थ या सहायक या इंजीनियर के कोई ऐसा अन्य पदाधिकारी अभिप्रेत है जिसे इसके खंड 2.4 से 2.6 तक में प्रतिनिधि वर्णित कर्तव्यों के निर्वहन हेतु इंजीनियर द्वारा समय-समय पर नियुक्त किया गया हो ।
- "Engineer's Representative" means any subordinate or Assistant Engineer's to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses Representative 2.4 to 2.6 hereof.
- 1.6 "कार्य" से संविदा के अनुसार निष्पादित किया जानेवाला कार्य अभिप्रेत है कार्य और इसमें प्राधिकृत "अतिरिक्त कार्य" तथा "अधिक कार्य" एवं "अस्थायी कार्य" शामिल हैं ।
- "Work" means the work to be executed in accordance with the Works Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".
- 1.7 'अस्थायी कार्य' से कार्य के निष्पादन, समापन या अनुरक्षण में या उनके अस्थायी कार्य लिए अपेक्षित सभी प्रकार के सभी अस्थायी कार्य अभिप्रेत हैं और इसमें (तद्वारा पूर्व में वर्णित परिभाषाओं को सीमित किए बिना) सभी अस्थायी निर्माण, पाइ बंधाई, सीढ़ियों का निर्माण, लट्टे की जोड़ाई, टंकी की सोखाई, साइट कार्यालय, सीमेंट एवं अन्य गोदाम, भवन सामग्री को इकट्ठा करने के लिए प्लेटफार्म और बिन्स, जैट्टी, अस्थायी मार्ग और सड़कें, अस्थायी पुलिया और मिश्रण प्लेटफार्म शामिल हैं ।

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

- 1.8 "अतिरिक्त कार्य" से ऐसे कार्य अभिप्रेत हैं जो संविदा को पूरा करने के लिए इंजीनियर द्वारा अपेक्षित हैं परंतु जिन्हें विशेष और पृथक् रूप से

निविदा के कार्य यानी 'परिमाण बिल' की मदों की अनुसूची में शामिल नहीं किया गया है। "अधिक कार्य" से परिमाण बिल की किसी मद के प्रति किए गए प्रावधान से अधिक कार्य की अपेक्षित मात्रा अभिप्रेत है।

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

- 1.9 'विनिर्देश' से, जबतक निविदा में अन्यथा कथित न हो, सामग्री और कारीगरी के लिए ब्यूरो ऑफ इंडियन स्टैंडर्ड का सुसंगत और समुचित विनिर्देश/इंटरनेशनल स्टैंडर्ड का विनिर्देश(अद्यतित संशोधन) अभिप्रेत है।

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

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- 1.10 'रेखाचित्र' से निविदा और विनिर्देश में उल्लिखित रेखाचित्र एवं इंजीनियर द्वारा लिखित रूप में अनुमोदित ऐसे रेखाचित्र के उपांतरण तथा ऐसे अन्य रेखाचित्र अभिप्रेत हैं जो इंजीनियर द्वारा समय-समय पर लिखित रूप में प्रस्तुत या अनुमोदित किए जाएं।

- "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. Drawings
- 1.11 "संविदा" से अभिप्रेत है और उसमें शामिल हैं- संविदा की सामान्य और विशेष शर्तें, विनिर्देश, रेखाचित्र, मूल्यांकित परिमाण बिल, निविदा / प्रस्ताव, निविदा / प्रस्ताव का स्वीकृति-पत्र, पृथक् रूप से किया गया संविदागत करार तथा न्यासी मंडल द्वारा उनके विवेकानुसार स्वीकृत दरों और मूल्य की अनुसूची यदि कोई हो। संविदा
- "Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. Contract
- 1.12 "संरचनात्मक संयंत्र" से कार्य या अस्थायी कार्य के निष्पादन, समापन या अनुरक्षण के लिए अपेक्षित किसी भी प्रकार के सभी उपकरण या वस्तुएं अभिप्रेत हैं तथा इसमें (तद्वारा पूर्व में वर्णित परिभाषा को सीमित किए बिना) सभी मशीनरी व उपकरण शामिल हैं, परन्तु वे सामग्री या अन्य वस्तुएं शामिल नहीं हैं जो स्थायी कार्यों का अंग हों या होने के लिए आशयित हों । संरचनात्मक संयंत्र
- "Constructional Plant" means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. Constructional Plant
- 1.13 "कार्यस्थल" से ऐसी भूमि, जलमार्ग तथा अन्य स्थान अभिप्रेत है जिसपर, जिसके नीचे, जिसमें या जिसके जरिए संविदा के प्रयोजनार्थ न्यासी मंडल द्वारा कार्य निष्पादित किया जाना हो। कार्यस्थल
- "Site" means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Site

Contract.

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- 1.14 "संविदा मूल्य" से संविदाकार की निविदा/प्रस्ताव के स्वीकृति-पत्र में संविदा मूल्य वर्णित राशि अभिप्रेत है जो इसमें इसके पश्चात् अंतर्विष्ट प्रावधानों के अधीन इंजीनियर द्वारा की जा सकनेवाली वृद्धि एवं कटौतियों के अध्यधीन होगी।
"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. Contract Price
- 1.15 "माह" से अँग्रेजी कैलेण्डर माह अभिप्रेत है।
"Month" means English Calendar Month. माह
Month
- 1.16 "अपवादित जोखिम" ऐसे दंगे हैं जो अबीमाकृत, युद्ध, आक्रमण, विदेशी-शत्रुओं के कार्यकलाप, शत्रुकार्य (युद्ध चाहे घोषित हो या नहीं), सिविल युद्ध, विद्रोह, क्रांति, विप्लव या सैन्य या अनधिकार शक्ति या न्यासी मंडल द्वारा ऐसे कार्य के किसी अंश के उपयोग या अधिभोग के रूप में हो जिसकी बाबत समापन प्रमाण-पत्र जारी किया गया हो (इसमें उन सभी को सामूहिक रूप से अपवादित जोखिम के रूप में निर्दिष्ट किया गया है)।
"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). Excepted Risks
- 1.17 जो शब्द मात्र एकवचन को द्योतित करते हैं, उसमें प्रसंग द्वारा अपेक्षित होने पर बहुवचन और विपर्ययेन भी शामिल हैं।
Word importing the singular only, also includes the plural and vice-versa where the context so requires. एकवचन/ बहुवचन
Singular/Plural
- 1.18 संविदा की इन सामान्य शर्तों में शीर्ष एवं पार्श्व टिप्पण को उसका अंश नहीं माना जाएगा या उसके या संविदा के निर्वचन या निर्माण शीर्ष/पार्श्व टिप्पण

में उसपर विचार नहीं किया जाएगा।

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The heading and marginal notes in these General Headings/Marginal Conditions of Contract shall not be deemed to be part Notes. thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 1.19 जब तक कि अन्यथा अनुबद्ध न हो, "लागत" शब्द में संविदाकार लागत की उपरि लागत को शामिल समझा जाएगा, चाहे वह कार्य स्थल पर या बाहर उपगत हुई हो।

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

- 2.0 इंजीनियर एवं इंजीनियर के प्रतिनिधि के कर्तव्य एवं शक्तियां
DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.

- 2.1 संविदाकार, इंजीनियर की पूर्ण तुष्टि से संविदा की शर्तों के इंजीनियर अनुसार कार्य का निष्पादन, समापन एवं अनुरक्षण करेगा तथा का प्राधिकार किसी प्रकार के किसी मामले में इंजीनियर के निदेशों का पालन करेगा।

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

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- 2.2 संविदाकार, इंजीनियर से तथा इसके खंड 2.5 की सीमा के अध्यक्षीन इंजीनियर के प्रतिनिधि से अनुदेश प्राप्त करेगा। इंजीनियर के प्रतिनिधि का

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

- 2.3 इंजीनियर को निम्नलिखित की पूरी शक्ति एवं प्राधिकार होगा:

The Engineer shall have full power and authority :

(क) कार्य की प्रगति के दौरान समय-समय पर संविदाकार को ऐसे और शक्ति
रेखाचित्र आपूरित करना तथा अनुदेश देना जो कार्य के उचित एवं Engineer's Power

पर्याप्त क्रियान्वयन तथा रखरखाव के लिए जरूरी हो और संविदाकार उसका पालन करेगा एवं उससे आबद्ध होगा ।

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(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(ख) किसी भी सामग्री एवं कारीगरी के विशिष्ट विवरण में परिवर्तन या संशोधन करना तथा किसी भी समय कार्य का निरीक्षण करना।

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(ग) कार्य अथवा अतिरिक्त कार्य में किसी फेरफार, परिवर्तन एवं संशोधन करने के लिए आदेश देना ।

(c) to order for any variation, alteration and modification of the work and for extra works.

(घ) संविदा के अनुसार प्रमाण-पत्र जारी करना।

(d) to issue certificates as per contract.

(ङ) संविदाकार एवं न्यासी मंडल के दावों एवं विवादों का निपटान प्रथम रेफरी के रूप में करना।

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(च) समापन समय के विस्तार की मंजूरी देना ।

(f) To grant extension of completion time.

2.4 इंजीनियर का प्रतिनिधि:

The Engineer's Representative shall :

(i) कार्य की निगरानी एवं पर्यवेक्षण करेगा।
watch and supervise the works.

इंजीनियर के
प्रतिनिधि की
शक्तियाँ
Power of
Engineer's
Representative.

- (ii) कार्य के संबंध में प्रयुक्त होनेवाली किसी सामग्री और कारीगरी की जांच व परीक्षण करेगा।

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test and examine any material to be used or workmanship employed in connection with the work.

- (iii) संविदा के अनुरूप न होने पर उसे किसी सामग्री तथा कारीगरी को अनुमोदित न करने की शक्ति होगी तथा संविदाकार इस संबंध में उसके निदेशों का पालन करेगा।

have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

- (iv) भुगतान के प्रयोजनार्थ या अन्यथा संविदाकार द्वारा किए गए कार्य की माप लेगा।

take measurements of work done by the contractor for the purpose of payment or otherwise.

- (v) किए गए सभी दोषपूर्ण कार्य को भंजित करके संविदाकार के अपने खर्च पर उनके पुनर्निर्माण का आदेश देगा।

order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

- (vi) उसे परिवर्तन आदेश जारी करने की शक्ति होगी जिसमें डिजाइन का

संशोधन तथा कार्य के समापन समय का विस्तार अंतर्हित नहीं होगा, और

have powers to issue alteration order not implying modification of design and extension of completion time of the work and

- (vii) उसे इंजीनियर में निहित ऐसी अन्य शक्तियां तथा प्राधिकार होंगे जो उसे इंजीनियर द्वारा संविदाकार को लिखित रूप में सूचित करते हुए प्रत्यायोजित की गई हों।

have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

- 2.5 परंतु यह हमेशा कि इंजीनियर के प्रतिनिधि को निम्नलिखित की कोई शक्ति नहीं होगी :

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

इंजीनियर के प्रतिनिधि की शक्तियों की सीमा
Limitation of Engineer's Representative's Power

(क) किसी ऐसे कार्य के लिए आदेश देना जिसमें विलंब हो या न्यासी मंडल द्वारा कोई अतिरिक्त भुगतान किया गया हो,

(a) to order any work involving delay or any extra payment by the Trustees,

(ख) कार्य का या उसमें फेरफार करना; तथा

(b) to make variation of or in the works; and

(ग) संविदा के अधीन संविदाकार को उसके किन्हीं कर्तव्यों या बाध्यताओं से मुक्त करना।

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

- 2.6 परंतु निम्नानुसार यह भी कि :

Provided also as follows :

इंजीनियर की अध्यारोही शक्तियाँ
Engineer's

(क) किसी कार्य या सामग्री को अननुमोदित करने में इंजीनियर के प्रतिनिधि की विफलता का प्रतिकूल प्रभाव तत्पश्चात् ऐसे कार्य या सामग्री को अननुमोदित करने और उसे गिराने, हटाने, तोड़ने एवं संविदाकार की लागत पर उसका पुनर्निर्माण करने का आदेश देने की इंजीनियर की शक्तियों पर नहीं पड़ेगा तथा संविदाकार द्वारा उठाई गई किसी हानि के लिए उसके द्वारा प्रतिकर का कोई दावा नहीं किया जाएगा।

Overriding Power

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.

(ख) यदि संविदाकार इंजीनियर के प्रतिनिधि के किसी निर्णय से असंतुष्ट

होता है तो वह मामले को इंजीनियर को निर्दिष्ट करने का हकदार होगा जो तदुपरि ऐसे निर्णय की पुष्टि करेगा उसे उलट देगा या उसमें फेरफार करेगा।

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(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(ग) इंजीनियर में निहित शक्तियों और प्राधिकार को उसके द्वारा लिखित रूप में अपने प्रतिनिधि को प्रत्यायोजित किए जाने की शर्तों के अनुसार इंजीनियर के प्रतिनिधि द्वारा संविदाकार को दिया गया कोई लिखित अनुदेश या लिखित अनुमोदन संविदाकार तथा न्यासी मंडल को इस प्रकार आबद्ध करेगा मानो वह इंजीनियर द्वारा दिया गया हो जो समय-समय पर ऐसा प्रत्यायोजन कर सकता है।

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 निविदा/प्रस्ताव और इसकी पूर्वापेक्षाएं

THE TENDER/OFFER AND ITS PRE-REQUISITES

3.1 संविदाकार द्वारा निविदा/प्रस्ताव तैयार किए जाने एवं प्रस्तुत किए जाने निविदा में सभी के

पूर्व यह समझा जाएगा कि उसने कार्यस्थल का निरीक्षण व जांच कर ली है, ऐसी सभी बातों, जोखिम एवं आकस्मिकताओं पर पूरी तरह से विचार कर लिया है जिनका प्रत्यक्ष या अप्रत्यक्ष प्रभाव कार्य पर उसके व्यय एवं उससे होनेवाले लाभ पर पड़ेगा तथा विशेष रूप से यह मान लिया जाएगा कि उसने निम्नलिखित पहलुओं पर विचार कर लिया है:

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

The tender must encompass all relevant aspects/ issues.

(क) कार्यस्थल तथा उसके आस-पास की उप-सतह, जलराशिक, ज्वारीय कार्यस्थल एवं

एवं जलवायु-विषयक परिस्थिति सहित उसके रूप और प्रकृति, कार्य के स्थानीय लिए अपेक्षित अस्थायी जलमार्ग-गमनाधिकार हेतु संभावित शुल्क एवं परिस्थिति। लागत सहित कार्य-स्थल पर पहुंचने के साधन तथा अन्य स्थानीय परिस्थितियां।

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(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. Site & Local condition.

(ख) रेखाचित्र, विनिर्देश, किए जानेवाले कार्य की प्रकृति व परिमाण, कार्य के लिए अपेक्षित सामग्री एवं श्रम की गुणवत्ता, परिमाण व उपलब्धता एवं इंजीनियर की पूर्ण तुष्टि से कार्य को निष्पादित करने की आवश्यकता तथा संविदा की सामान्य और विशेष शर्तों का अनुपालन। रेखाचित्र, विनिर्देश, किए जानेवाले कार्य की प्रकृति एवं परिमाण।

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/ Specification/ Nature & extent of work to be done.

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(ग) कामगारों एवं कार्यस्थल-कार्यालय के लिए अपेक्षित आवास, सभी संयंत्र, उपकरण एवं विनिर्माण सामग्री का संघटन/विघटन एवं भंडारण। संविदाकार के श्रमिक/सामग्री हेतु आवास।

(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/materials.

(घ) संविदाकार के खर्च पर पीने, धोने एवं कार्य के निष्पादन के लिए जल प्राप्ति के स्रोत एवं साधन तथा बिजली की उपलब्धता। पीने आदि के लिए जल/बिजली।

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc./Electrical power.

(ड.) संविदाकार द्वारा कर एवं शुल्क का भुगतान और सभी लागू कानून कर/शुल्क का भुगतान

अध्यादेश और विधि तथा उसके अधीन बनाए गए नियमों, सार्वजनिक एवं सभी कानूनों का निकायों या किसी स्थानीय या अन्य प्राधिकरण के नियमों, विनियमों एवं पालन। उप-विधियों का अनुपालन और ऐसे अनुपालन में संविदाकार की विफलता से उत्पन्न सभी प्रकार की शास्तियों एवं देयताओं के प्रति न्यासी मंडल को क्षतिपूरित रखना।

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(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

Payment of Taxes/ duties and observance of all statutes.

(च) करार के निष्पादन या बैंक गारंटी एवं क्षतिपूर्ति बांड सहित किसी विधिक लिखत के लिए सभी प्रकार के स्टॉप-शुल्क का भुगतान।

संविदाकार द्वारा स्टॉप-शुल्क का

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

भुगतान।
Payment of Stamp Duty by the Contractor.

- 3.2 निविदा आमंत्रण सूचना में अन्यथा अनुबंधित के सिवाय न्यासी मंडल द्वारा आपूरित निविदा फार्म पर संविदाकार की निविदा लिखित रूप में होगी और वह आंकड़ों के मामले में त्रुटिरहित एवं अपमार्जन से मुक्त होगी। भूल-सुधार, यदि कोई हो, काटकर एवं संशोधित आंकड़ों पर आद्यक्षर करके किया जाएगा।

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

- 3.3 यदि इंजीनियर या न्यासी मंडल द्वारा अपेक्षित हो तो संविदाकार अपनी निविदा में या बाद में अपने स्वामी / भागीदारों / शेयरधारकों के नाम का प्रकटीकरण अपेक्षित समय पर करेंगे। इस संबंध में चूक को भंग माना जाएगा और यदि कोई संविदा की गई हो तो वह निरस्त किए जाने के दायित्व के अधीन होगी।

If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their

स्वामी के नाम का प्रकटीकरण।

Disclosure of Owner's name.

owners/partners/share holders at the required points of time.
The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

- 3.4 (क) जबतक कि निविदा आमंत्रण सूचना/प्रस्ताव में अन्यथा अनुबद्ध न हो, बयाना राशि एवं प्रत्येक निविदा निम्नलिखित पैमाने के अनुसार परिकलित बयाना राशि के प्रतिभूति जमा साथ प्रस्तुत की जाए ।

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

कार्य का अनुमानित मूल्य Estimated Value of Work	बयाना राशि Amount of Earnest Money	
	कार्य-संविदा हेतु For Works Contract	केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु For Contract of Supplying Materials or Equipment only
रु.1,00,000=00 तक Up to Rs. 1,00,000=00	कार्य के अनुमानित मूल्य का 5% 5% of the estimated value of work	कार्य के अनुमानित मूल्य का 1% 1% of the estimated value of work
रु.1,00,000=00 से अधिक Over Rs. 1,00,000=00	अधिकतम रु. 20,000/- तथा न्यूनतम रु. 5000/- के अध्यधीन कार्य के अनुमानित मूल्य का 2% 2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	अधिकतम रु. 10,000/- तथा न्यूनतम रु. 1,000/- के अध्यधीन कार्य के अनुमानित मूल्य का ½ % ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

(ख) बयाना राशि न्यासी मंडल के कोषाध्यक्ष के पास नकदी में या बयाना राशि का कलकत्ता पत्तन न्यास के पक्ष में आहरित किसी भारतीय राष्ट्रीयकृत बैंक भुगतान करने की किसी कलकत्ता शाखा के बैंकर चेक या 'कलकत्ता पत्तन न्यास' के पक्ष विधि। में आहरित और, यथास्थिति, कलकत्ता/हल्दिया में देय किसी भारतीय राष्ट्रीयकृत बैंक के 'खाते में देय' ड्राफ्ट के रूप में जमा की जाएगी और उसके लिए प्रदत्त रसीद निविदा/ प्रस्ताव के साथ संलग्न कर मुहरबंद लिफाफे में रखी जाएगी।

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(b) Earnest Money shall be deposited with the Trustees' Method of Paying treasurer in cash or by Banker's Cheque of any Calcutta E.M. Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.

(ग) अस्वीकृत निविदा की बयाना राशि की वापसी किसी ब्याज के बिना बयाना राशि की कलकत्ता/हल्दिया स्थित किसी राष्ट्रीयकृत बैंक पर आहरित 'खाते में देय' वापसी। चेक के जरिए की जाएगी।

(c) Earnest Money of unaccepted tender shall be refunded Refund of E.M. without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.

(घ) न्यासी मंडल के सूचीबद्ध (रजिस्ट्रीकृत) ऐसे संविदाकार जिन्होंने अपनी रजिस्ट्रीकृत फर्मों को रजिस्ट्रीकरण श्रेणी के अनुसार न्यासी मंडल के एफए एवं सीएओ/प्रबंधक बयाना राशि से छूट (वित्त) के पास स्थिर प्रतिभूति जमा की है उन्हें निम्नलिखित पैमाने के अनुसार बयाना राशि जमा करने से छूट प्राप्त होगी:

(d) The enlisted (registered) Contractors of the Trustees who Exemption from have deposited fixed Security with the Trustees' FA & CAO / E.M. to Regd. Manager (Finance) according to his Class of Registration, shall Firms be exempt from depositing the Earnest Money, as per the following scale :

रजिस्ट्रीकरण- श्रेणी Class of Registration	स्थिर प्रतिभूति की राशि Amount of Fixed Security	प्रत्येक निविदा की वित्तीय सीमा Financial Limit of Each Tender
क A	रु. 25,000/- Rs.25,000/-	रु. 5,00,000/- तक के मूल्य की कोई निविदा Any tender priced upto Rs.5,00,000/-

ख B	रु. 10,000/- Rs.10,000/-	रु. 2,00,000/- तक के मूल्य की कोई निविदा Any tender priced up to Rs.2,00,000/-
ग C	रु. 5,000 Rs. 5,000/-	रु. 1,00,000/- तक के मूल्य की कोई निविदा Any tender priced upto Rs.1,00,000/-

(ड)(i) अपेक्षित बयाना राशि के बिना जमा की गई निविदा अस्वीकार किए जाने के दायित्व के अधीन हो सकेगी।

(e)(i) Tender submitted without requisite Earnest Money may be liable to rejection.

(ii) यदि निविदा/प्रस्ताव की वैधता अवधि की समाप्ति के पूर्व निविदाकार कोट की गई अपनी दरों या निविदा/प्रस्ताव में संशोधन करता है और उन्हें न्यासी मंडल के लिए अस्वीकार्य बना देता है और/या अपनी निविदा/प्रस्ताव को वापस लेता है, तो जमा की गई बयाना राशि न्यासी मंडल के विकल्प पर जब्त किए जाने के दायित्व के अधीन हो सकेगी।

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

(च) स्वीकृत निविदा/ प्रस्ताव की बयाना राशि न्यासी मंडल द्वारा प्रतिभूति जमाके अंश के रूप में रखी जाएगी और उसके लिए बयाना राशि की पिछली रसीद के निरस्तीकरण के बाद संविदाकार को एक पृथक् ट्रेजरी रसीद जारी की जाएगी ।

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

(छ) कार्य संविदा के लिए शेष प्रतिभूति की वसूली सभी आनुक्रमिक बिल से (अंतिम बिल सहित, यदि आवश्यक हो) ऐसे प्रत्येक बिल में कार्य के सकल मूल्य के 10 प्रतिशत की दर से कटौती करके की जाएगी जिससे कि कुल वसूली समापन स्तर तक वस्तुतः किए गए कार्य के कुल मूल्य के निम्नलिखित प्रतिशत के अनुसार संगणित मात्रा से अधिक न हो ।

बयाना राशि के बिना निविदा का अस्वीकार किए जाने के दायित्व के अधीन होना

Tender without EM liable to rejection.

प्रस्ताव स्वीकार करने के पूर्व बयाना राशि की जब्ती।

Forfeiture of E.M. before acceptance of offer.

बयाना राशि का प्रतिभूति जमा के अंश के रूप में परिवर्तित होना।

E.M. to be converted to part S.D.

शेष प्रतिभूति जमा की वसूली का तरीका

(g) Balance security for works contract shall be recovered by Mode of recovery deduction from all progressive Bill (including final Bill, if of balance S.D. necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

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कार्य का मूल्य Value of Work	कार्य संविदा के लिए प्रतिभूति जमा का% % of Security Deposit for works contract.	केवल सामग्री एवं उपकरण की आपूर्ति की संविदा हेतु प्रतिभूति जमा का प्रतिशत % of Security Deposit for contract of supplying materials & equipment only.	प्रतिभूति जमा की वसूली का पैमाना Scale of S.D. recovery.
रु. 10,00,000/- तक के कार्य हेतु For works upto Rs.10,00,000/-.	10% (दस प्रतिशत) 10%(Ten percent)	1% (एक प्रतिशत) 1% (One percent)	
रु. 10,00,000/-से अधिक और रु. 20,00,000/- तक की लागत के कार्य हेतु For works costing more than Rs.10,00,000/- and upto Rs.20,00,000/-	प्रथम रु.10,00,000/- तक पर 10% + शेष पर 7½% 10% on first Rs.10,00,000/- + 7½% on the balance.	प्रथम रु. 10,00,000/- पर 1%+ शेष पर ½% 1% on first Rs.10,00,000/- + ½% on the balance.	
रु. 20,00,000/- से अधिक लागत के कार्य हेतु For works costing more than Rs.20,00,000/-	प्रथम रु. 10,00,000/- पर 10%+अगले रु. 10,00,000/- पर 7½% + शेष पर 5% 10% on first Rs.10,00,000/-+ 7½ % on the next s.10,00,000/-+ 5% on the balance.	प्रथम रु. 10,00,000/- पर 1%+ अगले रु. 10,00,000/-पर ½%+ शेष पर ¼% 1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	

(ज) उपर्युक्त प्रतिशत के अनुसार संगणित सामग्री एवं उपकरण की आपूर्ति की आपूर्ति संविदा संविदा के लिए शेष प्रतिभूति को ट्रस्टी के कोषाध्यक्ष के पास अग्रिम रूप से हेतु प्रतिभूति और आपूर्ति आदेश दिए जाने की तारीख से 30 दिनों के भीतर या तो नकदी के जमाराशि का रूप में या, यथास्थिति, कलकत्ता/हल्दिया में देय कलकत्ता पत्तन न्यास के पक्ष अग्रिम रूप से में आहरित किसी भारतीय राष्ट्रीयकृत बैंक के पानेवाले के खाते में देय ड्राफ्ट जमा किया जाना द्वारा जमा करना होगा।

(h) Balance Security for Contract of supplying materials and S.D. for equipment computed in terms of the percentages given above, supply shall have to be deposited with the Trustees' Treasurer in contracts to advance and within 30 days from the date of placement of be deposited supply order, either in cash or by A/c. Payee Draft of a in advance. Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.

(झ) न्यासी मंडल द्वारा किसी भी स्तर पर धारित बयाना राशि/प्रतिभूति बयाना राशि/ जमाराशि पर न्यासी मंडल द्वारा निविदाकार /संविदाकार को किसी ब्याज का प्रतिभूति जमाराशि पर भुगतान नहीं किया जाएगा। कोई ब्याज देय नहीं

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security payable on Deposit held by the Trustees, at any stage. E.M. /S.D

- 3.5 (i) इसमें इसके नीचे उप-खंड 3.5(ii) के प्रावधानों के अधीन कटौती के, यदि प्रतिभूति कोई हो, अध्यधीन और इसमें इसके पश्चात् खंड 9.3 की शर्तों के अनुसार जमाराशि की प्रतिभूति जमाराशि की वापसी संविदाकार को की जाएगी। तथापि, यदि वापसी का तरीका संविदा में किसी अनुरक्षण अवधि का प्रावधान किया गया हो, तो प्रतिभूति जमाराशि के 50% की वापसी अनुरक्षण की आधी अवधि के समापन पर उक्त राशि के किसी कोषागार रसीद के प्रति की जा सकती है और शेष जमाराशि की वापसी उक्त अनुरक्षण अवधि की समाप्ति पर तथा इंजीनियर द्वारा प्रपत्र जीसी-2 में कार्य का अंतिम समापन प्रमाणपत्र दिए जाने के बाद एवं

संविदाकार द्वारा प्रपत्र जीसी-3 में 'कोई दावा नहीं' प्रमाणपत्र प्रस्तुत किए जाने के बाद की जाएगी ।

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The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. If, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.

Mode of refund of S.D.

(ii) यदि संविदाकार कार्य करने या संविदा की किन्हीं शर्तों का पालन/अनुपालन करने में चूक करता है तो न्यासी मंडल के विकल्प पर प्रतिभूति जमाराशि/बयाना राशि जब्त किए जाने के दायित्व के अधीन हो सकती है। प्रतिभूति जमाराशि, सावधि जमाराशि, बयाना राशि या किसी अन्य संविदा के अधीन संविदाकार को देय या देय होनेवाली किसी राशि से न्यासी मंडल अपनी किन्हीं देयराशियों की कटौती करने के लिए स्वतंत्र होंगे ।

प्रतिभूति जमाराशि की जब्ती

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

Forfeiture of S.D.

जीसी/GC - 9

- 3.6 यदि संविदा में विशेष शर्त के रूप में अनुबद्ध हो तो, संविदाकार को निविदा/प्रस्ताव के स्वीकृति-पत्र में उल्लिखित राशि एवं अवधि के लिए, उक्त पत्र की तारीख से 15 दिनों के भीतर, इसमें संलग्न प्रोफार्मा में किसी भारतीय राष्ट्रीयकृत बैंक की, यथास्थिति, कलकत्ता/हल्दिया शाखा से अप्रतिसंहरणीय गारंटी के रूप में निष्पादन बांड इंजीनियर के पास प्रस्तुत करना होगा तथा इसमें चूक होने पर संविदा पूर्णतः इंजीनियर के विवेकानुसार समापन के
- कतिपय मामलों में नकद प्रतिभूति जमा के बजाय बैंक गारंटी

दायित्वाधीन एवं बयाना राशि जब्ती के दायित्वाधीन हो सकेगी। इसे या किसी अन्य बैंक गारंटी और/या, जहां अपेक्षित हो, उसका पुनर्वैधीकरण प्राप्त करने की लागत का वहन संविदाकार को करना है तथा ऐसी बैंक गारंटी का समय पर पुनर्वैधीकरण कराने की एकमात्र ज़िम्मेदारी संविदाकार की होगी और इसमें चूक होने एवं संविदाकार द्वारा किसी संविदागत बाध्यता को पूरा नहीं किए जाने पर इंजीनियर और या न्यासी मंडल गारंटी के प्रति दावा करने और /या उसे एकपक्षीय रूप से प्रवर्तित कराने के लिए स्वतंत्र होंगे।

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

Bank Guarantee
in lieu of Cash
S.D. in certain
cases

- 3.7 रु.5 करोड़ से अधिक मूल्य की किसी निविदा की बाबत प्रत्येक निविदाकार/बोली लगानेवाला अपनी निविदा के साथ, जिसमें ठेके की विशेष शर्तें, ठेके की सामान्य शर्तें, बीओक्यू, बयाना राशि आदि शामिल है, एक दस्तावेज प्रस्तुत करेगा जिसे सत्यनिष्ठ समझौता करार कहा जाएगा और जो उनके प्राधिकृत प्रतिनिधि द्वारा सम्यक् रूप से हस्ताक्षरित किया जाएगा । सत्यनिष्ठा समझौता करार का प्रोफार्मा जीसीसी में यथाविनिर्दिष्ट रूप में होगा। रु. 5 करोड़ से अधिक मूल्य की निविदा के मामले में सत्यनिष्ठ समझौता करार प्रत्येक निविदाकार द्वारा प्रस्तुत की जानेवाली बोली दस्तावेज का अभिन्न अंग है जिसके बिना निविदा पर विचार नहीं किया जाएगा।

"Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract,

BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered."

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4.0 संविदा एवं संविदाकार की सामान्य बाध्यता

THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1 (क) संविदा की दस्तावेजें अंग्रेजी भाषा में तैयार की जाएंगी। अंग्रेजी भाषा का प्रयोग किया जाए
(a) The contract documents shall be drawn-up in English language. English language to be used
- (ख) संविदा निम्नलिखित अधिनियमों सहित केवल कलकत्ता उच्च न्यायालय के अधिकार-क्षेत्र के भीतर यथा लागू भारत के सभी सुसंगत अधिनियमों द्वारा शासित होगी : संविदा पर कानून की प्रयोज्यता
(b) The contract shall be governed by all relevant Indian Acts.As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts : Applicability of laws on the contract
1. संविदा अधिनियम (भारत),1872
The Contract Act (India), 1872.
 2. महापत्तन न्यास अधिनियम,1963
The Major Port Trusts Act, 1963.
 3. कर्मकार प्रतिकर अधिनियम,1923
The Workmen's Compensation Act, 1923.
 4. न्यूनतम मजदूरी अधिनियम,1948
The Minimum Wages Act, 1948.
 5. ठेका श्रम (विनियमन और उत्सादन) अधिनियम,1970
The Contract Labour (Regulation & Abolition) Act,1970.

6. गोदी कर्मकार अधिनियम, 1948
The Dock Workers' Act, 1948.
7. माध्यस्थम् और सुलह अधिनियम, 1996 (केवल निश्चित
माध्यस्थम् करार के मामले में)
The Arbitration and Conciliation Act (1996) (in the
case of a definite Arbitration Agreement only).

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- 4.2 उसकी निविदा/प्रस्ताव को स्वीकार किए जाने और इंजीनियर या उसके प्रतिनिधि द्वारा ऐसा करने के लिए कहे जाने पर संविदाकार अपने खर्च पर इसके साथ संलग्न फार्म में एक संविदा तैयार करके संविदा करेगा एवं निष्पादित करेगा। जबतक ऐसी संविदा निष्पादित नहीं की जाती है तबतक इसमें इसके पूर्व 'संविदा' शब्द की परिभाषा में निर्दिष्ट अन्य दस्तावेजों को सामूहिक रूप से संविदा माना जाएगा।
- After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.
- 4.3 संविदा के भागरूप पृथक्पृथक् दस्तावेजों को परस्पर एक दूसरे का स्पष्टीकारक माना जाए। विभिन्न संविदा दस्तावेजों में कोई फर्क, अस्पष्टता, चूक या गलती पाए जाने पर इंजीनियर को उसमें सुधार करने की शक्ति होगी तथा उसका विनिश्चय अंतिम और संविदा के पक्षकारों पर बाध्यकारी होगा।
- Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- संविदाकार द्वारा संविदा निष्पादित किया जाना
- Contractor to Execute Contract Agreement.
- संविदा दस्तावेजों का निर्वचन- इंजीनियरों की शक्ति
- Interpretation of contract documents- Engineers' Power

- 4.4 संविदा की सामान्य एवं विशेष शर्तों तथा परिमाण बिल में निर्दिष्ट सभी रेखाचित्र रेखाचित्रों की दो प्रतियां इंजीनियर द्वारा बिना मूल्य ठेकेदारों को कार्य में न्यासी मंडल की उनके उपयोग के लिए प्रदान की जाएंगी परन्तु वे न्यासी मंडल की संपत्ति संपत्ति हैं बनी रहेंगी और इसलिए यदि वे कार्य-स्थल पर नियमित रूप से व्यवहृत होने पर फट या विकृत न हो जाएँ तो कार्य पूरा होने पर संविदाकार उन्हें इंजीनियर या उसके प्रतिनिधि को वापस कर देगा।

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

- 4.5 संविदाकार द्वारा अपेक्षित होने या कार्य के समुचित निष्पादन के लिए आवश्यक होने पर वह अपने खर्च पर कोई कार्य-संचालन या प्रगति-रेखाचित्र प्रमाणित एवं तैयार करेगा तथा उससे अपेक्षा किए जाने पर वह उसकी प्रगति-रेखाचित्र तैयार प्रतियाँ किसी मूल्य के बिना इंजीनियर को उसकी सूचना और/या अनुमोदन किया जाना के लिए देगा, परंतु इसका अर्थ किसी भी रूप में संविदाकार के दायित्व का इंजीनियर में अंतरण नहीं होगा।

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

- 4.6 इंजीनियर की लिखित अनुमति के बिना संविदाकार संविदा या उसके किसी अंश को प्रत्यक्ष या अप्रत्यक्ष रूप से अंतरित, समनुदेशित नहीं करेगा या उप-पट्टे पर नहीं देगा । यदि ऐसी अनुमति दी भी गई हो तो संविदाकार - संविदाकार कार्य को उप-पट्टे पर नहीं दे सकता है (क) किसी उप-संविदाकार, उसके एजेंटों, सेवकों या कर्मकारों द्वारा किए गए कार्य, चूक एवं उपेक्षा के लिए उसी प्रकार पूरी तरह उत्तरदायी होगा मानो

वे कार्य, चूक तथा उपेक्षा स्वयं संविदाकार या उसके एजेंटों, सेवकों या कर्मकारों द्वारा की गई हो तथा (ख)संविदा से संबंधित पूर्ण एवं समस्त दायित्व और उप-पट्टे पर दिए जाने के बावजूद उसके द्वारा किए जानेवाले कार्यों के सक्रिय अधीक्षण के लिए उत्तरदायी होगा, परंतु यह हमेशा कि "मात्रानुपाती दर" पर श्रमिकों की व्यवस्था को इस खंड के अधीन उप-पट्टे पर दिया जाना नहीं समझा जाएगा।

27

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

Contractor cannot sub-let the work

- 4.7 जब तक कि अन्यथा विनिर्दिष्ट न किया गया हो, संविदाकार की निविदा/प्रस्ताव में निर्माण के लिए आवश्यक सभी संयंत्र, स्थायी तथा अस्थायी दोनों प्रकार के कार्य के लिए अस्थायी कार्य-सामग्री आपूर्ति करने, श्रमिक तथा उनके पर्यवेक्षण की व्यवस्था करने, कार्य में प्रयुक्त होनेवाले माल को चढ़ाने, उतारने, बाड़ लगाने, पहरा देने, प्रकाश की व्यवस्था करने, समुचित प्राधिकरणों की फीस, कर एवं शुल्क के भुगतान सहित कार्य के निर्माण, स्थापना, समापन एवं अनुरक्षण के लिए अपेक्षित सभी प्रकार की अन्य वस्तु कार्य-स्थल तक लाने एवं ले जाने पर हुआ उसका खर्च शामिल समझा जाएगा।
- संविदाकार द्वारा प्रस्तावित मूल्य में सभी खर्च शामिल हैं

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in

Contractors' price is inclusive of all costs

and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

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- 4.8 संविदाकार कार्य-स्थल के सभी प्रचालनों तथा निर्माण पद्धतियों की पर्याप्तता, स्थायित्व तथा सुरक्षा के लिए अकेले ही उत्तरदायी होगा, चाहे उसके लिए इंजीनियर या उसके प्रतिनिधि से कोई पूर्व अनुमति ले ली गई हो। संविदाकार, इंजीनियर द्वारा बनाए गए अस्थायी या स्थायी कार्य के डिजाइन या विशेष विवरण की सत्यता के लिए उत्तरदायी नहीं होगा; परन्तु संविदाकार उसके सही कार्यान्वयन तथा संविदाकार द्वारा तैयार किए गए, प्रस्तावित/व्यवहृत किसी डिजाइन एवं विशेष विवरण के लिए पूर्णतः उत्तरदायी होगा।
The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.
- 4.9 इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षा किए जाने पर संविदाकार उसके समक्ष (क) कार्य के निष्पादन के लिए योजना (ख) प्रस्तावित प्रक्रिया और कार्य पद्धति (ग) संयंत्र, उपकरण, श्रमिक, सामग्री तथा अस्थायी कार्यों के प्रस्तावित परिनियोजन के ब्योरे प्रस्तुत करेगा। ऐसी किसी योजना या विवरण पर इंजीनियर या उसके प्रतिनिधि का अनुदेश और /या अनुमोदन संविदाकार को संविदा के अधीन उसकी किन्हीं बाध्यता से मुक्त नहीं करेगा।
Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme
- संविदाकार, इंजीनियर द्वारा बनाए गए डिजाइन तथा विशेष विवरण की सत्यता के सिवाय सभी निर्माण प्रक्रिया के लिए उत्तरदायी है
Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
- संविदाकार द्वारा अपने कार्य की योजना प्रस्तुत किया जाना
Contractor to submit his programme of

for execution of the work, (b) proposed procedure and methods work of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.

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यदि किसी कारणवश संविदाकार अपनी पूर्व-निर्धारित योजना के अनुसार कार्य करने में असमर्थ होता है तो जब भी उससे अपेक्षा की जाए, वह कार्य पूर्ण करने की अपनी संशोधित योजना निर्धारित समय के भीतर प्रस्तुत करेगा।

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10 कार्यनिष्पादन के दौरान और उसके बाद अनुरक्षण-अवधि के दौरान इंजीनियर संविदाकार द्वारा या उसके प्रतिनिधि द्वारा आवश्यक समझे जाने की अवधि तक संविदाकार कार्य का पर्यवेक्षण द्वारा आवश्यक एवं पर्याप्त पर्यवेक्षण की व्यवस्था की जाएगी। संविदाकार या किया जाना उसका सक्षम एवं प्राधिकृत एजेंट या प्रतिनिधि कार्य-स्थल पर हमेशा मौजूद रहेगा तथा इंजीनियर या उसके प्रतिनिधि द्वारा उसे लिखित रूप में दिए गए अनुदेश इसके खंड 2.5 की सीमा के अध्येधीन संविदाकार पर बाध्यकारी होंगे। संविदाकार कार्यस्थल पर रहनेवाले अपने ऐसे प्रतिनिधि/एजेंट के बारे में इंजीनियर या उसके प्रतिनिधि को लिखित रूप में जानकारी देगा।

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

representative/agent of him at site.

- 4.11 संविदा के निष्पादन के लिए संविदाकार केवल अर्हताप्राप्त, सचेत और अनुभवी व्यक्तियों को नियुक्त करेगा तथा इंजीनियर कार्यस्थल पर परिनियोजित संविदाकार के किसी भी ऐसे स्टाफ, कामगार या अधिकारी के परिनियोजन को रोकने का निदेश संविदाकार को देने के लिए स्वतंत्र होगा जिसका परिनियोजन इंजीनियर की राय में कार्य के समुचित और समय के भीतर पूरा करने में सहायक नहीं होगा तथा संविदाकार किसी आपत्ति के बिना 48 घंटे के भीतर ऐसे अनुदेश का पालन करेगा।

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

संविदाकार द्वारा अर्हताप्राप्त व्यक्तियों को परिनियोजित किया जाना तथा संविदाकार के श्रमिकों को हटाने की इंजीनियर की शक्ति

Contractor to deploy qualified men and Engineer's power to remove Contractor's men

- 4.12 इंजीनियर द्वारा लिखित रूप में दिए गए संदर्भ बिन्दु/ लाइन / लेवल के अनुसार कार्य के सही एवं समुचित रूप से सीमांकन का दायित्व संविदाकार का होगा। इंजीनियर या उसके प्रतिनिधि द्वारा किसी सीमांकन या किसी

लाइन, लेवल, सीमांकन आदि के लिए संविदाकार उत्तरदायी है

संरेखण या लेवल की जांच किए जाने से संविदाकार किसी भी रूप में उसे सही रूप में प्रस्तुत करने के दायित्व से मुक्त नहीं होगा और वह पूरी तरह से सभी खूँटे, दासा, निर्देशचिह्न, साइट रेल्स, खूँटी, तल चिह्न, प्रोफाइल चिह्न तथा कार्य के सीमांकन में प्रयोग की जानेवाली अन्य वस्तुएं उपलब्ध कराएगा, संरक्षित एवं परिरक्षित करेगा।

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

Contractor is responsible for line, level, setting out etc.

4.13

used in setting out the works.

कार्य आरंभ किए जाने के समय से लेकर इसके खंड 5.12 में उल्लिखित प्ररूप जी.सी.1 में कार्य पूरा होने संबंधी प्रमाण-पत्र जारी किए जाने के समय तक संविदाकार उस कार्य की देख-रेख करने का पूरा दायित्व लेगा। अपवादित जोखिम को छोड़कर कार्य या उसके किसी भाग को होनेवाले किसी नुकसान, हानि या क्षति की प्रतिपूर्ति संविदाकार अपने खर्च पर इंजीनियर के अनुदेश और तुष्टि के अनुरूप करेगा और इसमें चूक होने पर इंजीनियर या उसका प्रतिनिधि किसी अन्य एजेंसी द्वारा उसकी प्रतिपूर्ति कराएगा तथा उसके लिए उपगत एवं इंजीनियर द्वारा प्रमाणित व्यय उचित समझा जाएगा। यह खंड

संविदाकार का दायित्व कार्य की संरक्षा करना है

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कार्य के उस भाग पर लागू नहीं होगा जो कार्य के आंशिक समापन पर न्यासी मंडल द्वारा अपने अधिकार में ले लिया गया हो और वैसे मामले में इंजीनियर के निदेशानुसार अनुरक्षण अवधि (गारंटी अवधि) के दौरान संविदाकार की बाध्यता विनिर्माण या सन्निर्माण दोष के लिए मरम्मत एवं प्रतिस्थापन तक तथा अनुरक्षण अवधि में ऐसी मरम्मत एवं प्रतिस्थापन के दौरान संविदाकार द्वारा कार्य को पहुंचाए गए दोष/नुकसान तक, यदि कोई हो, सीमित होगी।

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

Contractor is responsible to protect the work

- 4.14 संविदाकार अपने खर्च पर न्यासी मंडल के या इतर ऐसे कार्मिकों या कार्य के संरचनाओं या सेवाओं या संपत्तियों का संरक्षण एवं संभरण तथा सभी निष्पादन में पूर्वोपाय करेगा जिन्हें रोका गया हो या जो प्रभावित या अस्त-व्यस्त या अन्य संरचनाओं/संकटापन्न हुआ हो तथा उपर्युक्त संपत्तियों संरचनाओं एवं सेवाओं और/या व्यक्तियों को संविदाकार के कामगारों सहित किन्हीं व्यक्ति को कार्य के निष्पादन एवं पहुंचाए गए सभी अनुरक्षण के संबंध में संविदाकार द्वारा की गई क्षति, हानि या नुकसान के प्रकार के नुकसान के लिए दावा के प्रति न्यासी मंडल की क्षतिपूर्ति करेगा और उन्हें क्षतिपूर्ति के लिए रखेगा। संविदाकार द्वारा ली गई बीमा सुरक्षा की, यदि कोई हो, लागत की संविदाकार उत्तरदायी है। प्रतिपूर्ति, संविदा में अन्यथा अनुबंधित के सिवाय, न्यासी मंडल द्वारा नहीं की जाएगी।

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The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

Contractor is responsible for all damages to other structures/ persons caused by him in executing the work.

- 4.15 यदि कार्यस्थल पर किसी जीवाश्म, सिक्के, मूल्यवान वस्तु या पुरावशेष एवं जीवाश्म, निखात भूवैज्ञानिक या पुरातात्विक महत्व के अन्य अवशेष या वस्तु का पता निधि आदि लगता है तो वे न्यासी मंडल की संपत्ति बनी रहेंगी और संविदाकार उनके न्यासी मंडल बारे में तत्काल इंजीनियर के प्रतिनिधियों को सूचित करेगा और अपने की संपत्ति हैं कामगारों द्वारा उन्हें नुकसान पहुंचाए जाने से उनकी रक्षा करेगा तथा इंजीनियर के प्रतिनिधि के अनुदेश के अनुसार न्यासी मंडल के खर्च पर उनका निपटान करने की व्यवस्था करेगा।

The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site

Fossils, Treasure travois, etc. are Trustees' property

which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.

4.16

संविदाकार द्वारा सभी दावों, मांग, कार्रवाइयों एवं कार्यवाहियों से तथा निम्नलिखित के कारण उनपर होनेवाले सभी खर्च से न्यासी मंडल को क्षतिपूरित रखा गया और क्षतिपूरित किया गया समझा जाएगा:

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

संविदाकार द्वारा न्यासी मंडल को हानि, क्षति आदि के लिए किए गए सभी दावों के प्रति क्षतिपूरित किया जाना

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(क) कार्य या अस्थायी कार्य से संबंधित किसी पेटेंट अधिकार, डिजाइन, ट्रेडमार्क या नाम या अन्य सुरक्षित अधिकार का अतिक्रमण ।

(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.

Contractor to Indemnify the Trustees against all claims for loss, damage, etc.

(ख) कार्य के लिए अपेक्षित सभी सामग्री एवं उपकरण प्राप्त करने के लिए सभी रायल्टी, किराए, टोल-प्रभार, स्थानीय कर का भुगतान, अन्य भुगतान या क्षतिपूर्ति, यदि कोई हो।

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(ग) सार्वजनिक या निजी सड़क, रेल-पटरियों, फुटपाथों, क्रेन-पटरियों, जलपथों, जहाजी घाटों तथा न्यासी मंडल या किसी अन्य व्यक्ति की अन्य संपत्तियों पर संविदाकार द्वारा अनधिकृत अवरोध या न्यूसेंस उत्पन्न करना।

(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(घ) कार्य से संबंधित संविदाकार के संयंत्र तथा सामग्री की आवाजाही के कारण किसी राजमार्ग एवं पुल का नुकसान या क्षतिग्रस्त होना ।

(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

(ड) संविदाकार के संयंत्र एवं सामग्री के परिवहन के दौरान जलपथ का प्रदूषित होना तथा नदी, जलपाश, सी-वाल या जलपथ से संबंधित अन्य संरचना का क्षतिग्रस्त होना।

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(च) कार्य-स्थल पर या उसके नजदीक न्यासी मंडल की अनुमति से और/या उनकी जानकारी में नियुक्त न्यासी मंडल और अन्य एजेंसियों के कामगारों को इंजीनियर या उसके प्रतिनिधि के निदेशानुसार सभी युक्तियुक्त सुविधाएं तथा आवास उपलब्ध कराने में संविदाकार द्वारा चूक किया जाना ।

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(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

4.17

संविदा की शर्तों के अनुसार किसी संपत्ति, भवन या संरचना को गिराने पर प्राप्त मलबा और सामग्री न्यासी मंडल की संपत्ति होगी।

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

विखंडित सामग्री
न्यासी मंडल की
संपत्ति
Dismantled
materials
Trustees'
property

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4.18 संविदाकार द्वारा कोट की गई दरों में निम्नलिखित शामिल समझी जाएंगी:

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

(क) कार्य स्थल को अनावश्यक अवरोध से मुक्त रखना तथा कार्य-स्थल से निर्माण संयंत्र के भग्नावशेष, कूड़ा-करकट, अतिरिक्त मिट्टी या अनापेक्षित अन्य अस्थायी निर्माण हटाना।

(a) Keeping the site free of unnecessary obstruction and removal of site of constructional plant wreckage, rubbish, surplus earth temporary works no longer required.

संविदाकार द्वारा कोट की गई दरों/मूल्य में सब बातें शामिल होंगी
Contractor's quoted rates / price must be all inclusive

(ख) कार्य-स्थल से हर प्रकार के सभी फालतू सामग्री को हटाना और सफाई करना जिससे कार्य पूरा होने के बाद कार्य-स्थल स्वच्छ और साफ-सुथरा रह सके जिसके बिना अन्तिम बिल के प्रति भुगतान रोके जाने के दायित्व के अधीन हो सकता है।

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(ग) कार्य के निष्पादन एवं अनुरक्षण के दौरान गोदी, हुगली नदी और अन्य जलपथों का किसी भी प्रकार के प्रदूषण से प्रभावी संरक्षण सुनिश्चित करने और संविदाकार या उसकी एजेंसी के श्रमिकों द्वारा जल में कूड़ा-करकट, कचरा एवं अन्य सामग्री का फेंका जाना रोकने के लिए एहतियाती उपाय करना।

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(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(घ) सभी श्रमिकों एवं कामगारों, स्थानीय या अन्य, के परिनियोजन एवं उनकी मजदूरी, परिवहन, आवास, चिकित्सा और अन्य सभी कानूनी प्रसुविधा तथा प्रवेश परमिट की, जहाँ आवश्यक हो, व्यवस्था करना।

(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(ङ) स्थानीय प्राधिकरण या इंजीनियर या उसके प्रतिनिधि की अपेक्षा के अनुसार कार्य-स्थल पर या उसके आस-पास निम्नलिखित को रोकने की व्यवस्था करना (i) चूहों, मूषिकाओं, कीड़े-मकोड़े, मच्छरों आदि का नाश करने के लिए प्रभावी कार्रवाई करके एवं स्वस्थ और स्वच्छ परिवेश रखकर चेचक, हैजा, प्लेग या मलेरिया जैसे संक्रामक रोग का फैलना, (ii) मादक द्रव्य, स्वापक पदार्थ, मद्यसारिक पान, शस्त्र एवं गोला-बारूद का अवैध भंडारण और वितरण, (iii) संविदाकार या उप-संविदाकार के कामगारों का विधिविरुद्ध, बलवात्मक या विशृंखल आचरण, (iv) 16 वर्ष से कम आयु के कामगारों का परिनियोजन।

(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease

like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

- 4.19 संविदाकार को दिए जानेवाले सभी निदेश या नोटिस संविदाकार को सम्यक् रूप से तामील की गई या उसके द्वारा प्राप्त की गई समझी जाएगी यदि उसे नोटिस निविदा में यथाउल्लिखित या संविदाकार के साइट कार्यालय या संविदाकार के रजिस्ट्रीकृत कार्यालय के पते पर डाक में डाला गया हो या दस्ती भेजा गया हो। निदेश या नोटिस के बाद कोई कार्य करने के लिए इन शर्तों में उल्लिखित समय की गणना ऐसे डाक में डाले जाने या प्रेषण के समय से की जाएगी।

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

Notice to Contractor.

- 4.20 इंजीनियर के लिखित रूप में पूर्व प्राधिकार के बिना संविदाकार और उसका उप-संविदाकार या उनके एजेंट एवं श्रमिक तथा संयंत्र, सामग्री एवं उपकरण की आपूर्ति करनेवाला कोई फर्म कोई फोटो या कार्यविवरण प्रकाशित नहीं करेगा या प्रकाशित नहीं कराएगा। संविदाकार द्वारा फोटो या कार्य-विवरण प्रकाशित नहीं किया जाना।

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

Contractor not to publish photograph or particulars of work

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- 4.21 इंजीनियर द्वारा निर्णीत न्यासी मंडल के खर्च पर संविदाकार, इंजीनियर या उसके प्रतिनिधि के निदेश के अनुसार न्यासी मंडल द्वारा नियुक्त किसी अन्य बाहरी व्यक्तियों संविदाकार और उनके कामगारों, न्यासी मंडल के अपने स्टाफ एवं कार्य-स्थल को सुविधाएं प्रदान

पर या उसके आसपास के अन्य सार्वजनिक निकाय के श्रमिकों को सभी किया जाना युक्तियुक्त सुविधाएं और सहयोग प्रदान करेगा तथा इसमें चूक होने पर संविदाकार ऐसी चूक के कारण होनेवाली किसी देरी या उपगत किए गए किसी व्यय के लिए न्यासी मंडल के प्रति उत्तरदायी होगा ।

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

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- 4.22 संविदाकार द्वारा इस प्रकार कार्य किया जाना है जिससे नौ-यातायात तथा जल-स्थल यातायात में न्यूनतम बाधा आए। कार्य के कारण यातायात संचलन में न्यूनतम बाधा आना

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

Work to cause minimum possible hindrance to traffic movement

- 4.23 संविदाकार द्वारा निर्माण-स्थल पर लाए जानेवाले निर्माण संबंधी सभी संयंत्र, अस्थायी कल-पुर्जे एवं सामग्री न्यासी मंडल की संपत्ति मानी जाएंगी और संतोषजनक रूप से काम होने तक उनपर न्यासी मंडल का धारणाधिकार बना रहेगा तथा केवल इंजीनियर या उसके प्रतिनिधि की लिखित अनुमति से ही उन्हें कार्यस्थल से अंशतः या पूर्णतः हटाया जा सकता है। संविदाकार के संयंत्र एवं उपकरण पर न्यासी मंडल का धारणाधिकार

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

Trustees' lien on Contractor's Plant & Equipment.

- 5.0 कार्य का आरम्भ, निष्पादन तथा पूरा किया जाना

COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

- 5.1 संविदाकार की निविदा/प्रस्ताव का न्यासी मंडल द्वारा स्वीकार किए जाने की सूचना संबंधी इंजीनियर के पत्र की प्राप्ति से 7 दिनों के भीतर या निविदा फार्म कार्य आरंभ करने का प्रारंभिक समय

में संविदाकार द्वारा यथाउल्लिखित ऐसे प्राथमिक समय या न्यासी मंडल तथा प्रगति की द्वारा स्वीकृत समय के भीतर संविदाकार कार्य आरंभ करेगा । उसके बाद सतत् दर बनाए इंजीनियर या उसके प्रतिनिधियों द्वारा अभिव्यक्त रूप से मंजूर किए जाने या रखना। आदेश दिए जाने के सिवाय संविदाकार कार्य को समुचित शीघ्रता से और विलम्ब किए बिना आगे बढ़ाएगा तथा संविदाकार की ओर से समय को ही संविदा का सार माना जाएगा।

The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.

Preliminary time to commence work and maintenance of steady rate of progress

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- 5.2 संविदाकार कार्यस्थल पर या उसके नजदीक एक उपयुक्त कार्यालय मुहैया कराएगा और उसे अनुरक्षित करेगा जहाँ इंजीनियर के प्रतिनिधि संविदाकार के उपयोग के लिए पत्र एवं अनुदेश भेज सकते हैं। कार्यस्थल पर संविदाकार का कार्यालय

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

Contractor's site office

- 5.3 जबतक संविदा में अन्यथा उल्लेख न किया गया हो या इंजीनियर से पूर्व अनुमति न ली गई हो तबतक संविदाकार ज्वार संबंधी कार्य के कारण या कार्य की सुरक्षा के लिए आवश्यक होने के सिवाय इंजीनियर के प्रतिनिधि द्वारा पालन किए जानेवाले कार्य-समय और न्यासी मंडल की व्यवस्था में पालन किए जानेवाले रविवार एवं छुट्टियों के दिन कार्य निष्पादित नहीं करेगा। यदि कार्य की प्रगति कार्यक्रम से पीछे रह जाए या संविदाकार के किसी कार्य या उपेक्षा के कारण कार्य खतरे में पड़ जाए तो इंजीनियर या उसके प्रतिनिधि के आदेश पर संविदाकार अपने खर्च पर दिन-रात एवं रविवार और सार्वजनिक छुट्टियों के दिन कार्य करेगा। ऐसा आदेश पारित करने में इंजीनियर या उसके प्रतिनिधि की चूक संविदाकार को उसकी किन्हीं बाध्यताओं से मुक्त नहीं करेगी। इस संबंध में इंजीनियर का विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा । संविदाकार द्वारा न्यासी मंडल के कार्य-समय का पालन किया जाना

Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not

Contractor to observe Trustees'

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

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- 5.4 जबतक संविदा में अन्यथा अनुबद्ध न हो तबतक कार्य के लिए अपेक्षित सभी सामग्री का प्रबंध एवं आपूर्ति संविदाकार द्वारा इंजीनियर या उसके प्रतिनिधि के अनुमोदन से तथा इंजीनियर या उसके प्रतिनिधि द्वारा बाद में की जा सकनेवाली जांच के अध्यक्षीन की जाएगी। इस प्रकार की किन्हीं सामग्री को स्वीकार करने में इंजीनियर अपने एकमात्र विवेकाधिकार का प्रयोग करेगा ।

इंजीनियर या उसके प्रतिनिधि की अपेक्षानुसार संविदाकार द्वारा सभी सामग्री की आपूर्ति किया जाना

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

Contractor to supply all materials as per requirement of the Engineer or his representative

- 5.5 जबतक संविदा में अन्यथा अनुबद्ध न हो तबतक सभी सामग्री, शिल्प तथा माप लेने की पद्धति भारतीय मानक ब्यूरो की सुसंगत संहिता (नवीनतम संशोधन) और इंजीनियर या उसके प्रतिनिधि के लिखित अनुदेशों के अनुसार होंगी । यदि संविदा में कोई निर्दिष्ट संदर्भ उपलब्ध न हो तो सामग्री एवं शिल्प इंजीनियर की तुष्टि के अनुरूप अपने वर्ग में सर्वश्रेष्ठ होंगे।

सामग्री और शिल्प

Unless stipulated otherwise in the contract all materials,

Materials &

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

- 5.6 जब भी अपेक्षित हो, संविदाकार की लागत पर नमूना तैयार किया जाएगा तथा इंजीनियर या उसके प्रतिनिधि के समक्ष अनुमोदन हेतु पेश किया जाएगा ।

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

संविदाकार द्वारा अनुमोदन हेतु नमूना प्रस्तुत किया जाना Contractor to submit samples for approval

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- 5.7 जबतक संविदा में अन्यथा अनुबद्ध न हो तबतक कार्य में परिनियोजित किन्हीं सामग्री या शिल्प की बाबत इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षित किसी जांच के खर्च का वहन संविदाकार द्वारा किया जाएगा ।

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

संविदाकार द्वारा अपने खर्च पर सभी जांच की व्यवस्था किया जाना। Contractor to arrange all testing at his own cost.

- 5.8 संविदा के अनुसार न्यासी मंडल द्वारा संविदाकार को किन्हीं सामग्री की आपूर्ति के संबंध में निम्नलिखित शर्तें लागू होंगी-

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

(क) संविदाकार अपने खर्च पर न्यासी मंडल के भंडार से सामग्री ढोने, उनकी पहरेदारी करने, उनका भंडारण करने, उन्हें अपनी सुरक्षित अभिरक्षा में रखने, इंजीनियर या उसके प्रतिनिधि द्वारा यथापेक्षित रूप में उनके उपभोग का विवरण प्रस्तुत करने, इंजीनियर या उसके प्रतिनिधि के निदेशानुसार अतिरिक्त और खाली कंटेनर को न्यासी मंडल के भंडार को वापस करने की व्यवस्था करेगा ।

संविदाकार द्वारा न्यासी मंडल की सामग्री का हिसाब रखा जाना तथा उनकी देखरेख किया जाना

(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of

The Contractor shall account for and look

statement of consumption thereof in the manner required by after the the Engineer or his representative, return of surplus and Trustees' empty container to the Trustees' Stores as per the direction of materials the Engineer or his Representative.

(ख) न्यासी मंडल की सामग्री का अभिरक्षक होने के नाते संविदाकार को संविदाकार द्वारा जारी की गई किन्हीं सामग्री के लिए वह एकमात्र उत्तरदायी बना रहेगा न्यासी मंडल तथा "अपवादित जोखिम" से भिन्न किसी कारण से उन्हें होनेवाली किसी की सामग्री को हुई हानि या क्षति के लिए संविदाकार, इंजीनियर द्वारा विनिश्चय किए गए हानि या क्षति की रूप में न्यासी मंडल की पूर्ति करेगा और किसी भी स्तर पर लिखित रूप में पूर्ति किया जाना उसकी अनुमति के बिना ऐसी किसी सामग्री को कार्यस्थल से नहीं हटाएगा या हटवाएगा ।

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(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.

Contractor to compensate for loss and damage to Trustees' materials

(ग) साधारणतः न्यासी मंडल की सामग्री की आपूर्ति चरणों में और कार्य की प्रगति-दर के अनुसार परंतु इंजीनियर द्वारा यथानिर्णीत कार्य के समापन-समय के उपयुक्त विस्तार की स्वीकृति के सिवाय की जाएगी। संविदाकार, न्यासी मंडल की सामग्री उसे आपूरित किए जाने में होनेवाली किसी देरी के लिए किसी अन्य प्रतिकर, आर्थिक या अन्यथा, का हकदार नहीं होगा । तथापि, संविदाकार समय-समय पर इंजीनियर को ऐसी सामग्री की अपनी अपेक्षा के बारे में संसूचित करेगा।

न्यासी मंडल की सामग्री की आपूर्ति में देरी होने पर संविदाकार का केवल कार्य के समापन-समय के विस्तार का हकदार होना

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

Delay in supply of Trustees' materials will only entitle the Contractor for extension of

Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. completion time of work

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(घ) जबतक संविदा में अन्यथा अनुबद्ध न किया गया हो तबतक संविदाकार सामान्य को जारी की गई न्यासी मंडल की सामग्री के मूल्य की वसूली संविदाकार परिस्थितियों में के बिलों और/या उसकी किसी अन्य देयराशियों से आनुक्रमिक रूप से कार्य संविदाकार से में उसके उपभोग के अनुसार और/या इंजीनियर या उसके प्रतिनिधि द्वारा न्यासी मंडल की सामग्री के निर्णीत रूप में तथा संविदा में अनुबद्ध दर/दरों पर की जाएगी। संविदाकार द्वारा केवल अपनी निविदा/प्रस्ताव तैयार करते समय इन दरों पर विचार मूल्य की वसूली किया जाएगा और यदि भविष्य में इंजीनियर के लिखित आदेश पर संविदाकार से ऐसी कोई सामग्री की खरीद करने एवं प्रदान करने की अपेक्षा की जाती है जिसकी समय पर आपूर्ति करने में वह विफल रहता है तो ये उसमें वृद्धि/परिवर्तन किए जाने का आधार होंगी।

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(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances

(ङ) यदि इंजीनियर यह तय करता है कि संविदाकार की उपेक्षा के कारण अन्य परिस्थितियों संविदाकार को जारी की गई न्यासी मंडल की कोई सामग्री (i) खो या में संविदाकार से क्षतिग्रस्त हो जाती है, (ii) आवश्यकता से अधिक उपभोग की जाती है तथा न्यासी मंडल की सामग्री के (iii) संविदाकार द्वारा सामान्य बर्बादी से अधिक बर्बाद की जाती है तो की सामग्री के उसके मूल्य की वसूली निम्नलिखित में से जो भी अधिक हो उसपर 19^{1/4} मूल्य की वसूली जोड़कर, संविदाकार के बिल से या उसको देय अन्य राशियों से की जाएगी -

(1) न्यासी मंडल के भंडार को जारी सामग्री की दर एवं

(2) इंजीनियर द्वारा यथानिर्धारित जारी किए जाने की तारीख को सामग्री का बाजार मूल्य।

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been - (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees' materials under other circumstances.

- (1) The issue rate of the materials at the Trustees' Stores and
- (2) The market price of the material on the date of issue as would be determined by the Engineer.

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5.9 इंजीनियर या उसके प्रतिनिधि को किसी सामग्री या कार्य को किसी भी समय निरीक्षण करने और किसी भी समय निम्नलिखित आदेश देने की शक्ति होगी - (i) किसी ऐसी सामग्री को कार्य-स्थल से हटाने का, जो उसकी राय में संविदा या इंजीनियर या उसके प्रतिनिधि के अनुदेश के अनुसार नहीं है, (ii) समुचित और उपयुक्त सामग्री को प्रतिस्थापित करने का, या (iii) किसी कार्य के निवारण या समुचित निष्पादन का, जो सामग्री एवं कारीगरी की बाबत संविदा या इंजीनियर के अनुदेश के अनुसार नहीं है। संविदाकार ऐसे आदेश का अनुपालन अपने खर्च पर और आदेश में अनुबद्ध समय के भीतर करेगा। यदि संविदाकार इसका अनुपालन करने में चूक करता है तो इंजीनियर ऐसी किन्हीं सामग्री का निपटान करने तथा संविदाकार को 7 दिन की पूर्व नोटिस लिखित रूप में देने के बाद संविदाकार की जोखिम एवं खर्च पर किसी बाहरी एजेंसी को नियुक्त कर न्यासी मंडल की सुविधानुसार किसी कार्य को फिर से कराने के लिए स्वतंत्र होगा।

इंजीनियर या उसके प्रतिनिधि को अस्वीकार्य सामग्री/ कार्य को संविदाकार द्वारा प्रतिस्थापित किया जाना

The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time - (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the

Contractor to replace materials / work not acceptable to the Engineer or his Representative

contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

- 5.10 इंजीनियर या उसके प्रतिनिधि के अनुमोदन के बिना संविदाकार द्वारा किसी कार्य को आवृत्त एवं दृष्टि से ओझल नहीं किया जाएगा और उसके द्वारा अपेक्षित होने पर संविदाकार कार्य के किन्हीं अंश को अनावृत्त करेगा तथा समय-समय पर इंजीनियर या उसके प्रतिनिधि द्वारा दिए जा सकनेवाले निदेश के अनुसार उसमें या उसके जरिए द्वावरक बनाएगा और कार्य के इस प्रकार प्रभावित अंश को इंजीनियर की तुष्टि के अनुरूप संविदाकार के खर्च पर प्रतिस्थापित या प्रतिपूर्ति करेगा ।
- कार्य के किसी भाग को आच्छादित करने के पूर्व संविदाकार द्वारा इंजीनियर या उसके प्रतिनिधि का अनुमोदन प्राप्त किया जाना

यदि प्रारंभिक आच्छादन इंजीनियर या उसके प्रतिनिधि के पूर्व लिखित आदेश के अनुसार किया गया हो तो इंजीनियर द्वारा यथानिर्धारित ऐसे खर्च की प्रतिपूर्ति न्यासी मंडल द्वारा की जाएगी।

No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

The Trustees shall reimburse such cost as determined by the

Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

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इंजीनियर या उसके प्रतिनिधि के लिखित आदेश पर संविदाकार कार्य को तबतक रोककर या लंबित रखेगा जबतक उसे कार्य-निष्पादन दुबारा आरंभ करने का लिखित आदेश प्राप्त न हो जाए । इस प्रकार के स्थगन के दौरान संविदाकार कार्य को इंजीनियर या उसके प्रतिनिधि की तुष्टि के अनुरूप सुरक्षित और संरक्षित रखेगा। ऐसे आदेश को प्रभावी करने पर हुए अतिरिक्त व्यय पर न्यासी मंडल द्वारा विचार किया जाएगा जबतक ऐसा आस्थगन -

(क) संविदा में अन्यथा उपबंधित न हो, या

(ख) संविदाकार की ओर से कुछ कमियों के कारण आवश्यक न हो, या

(ग) कार्य-स्थल पर जलवायु-संबंधी स्थिति के कारण आवश्यक न हो, या

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(घ) कार्य के समुचित निष्पादन या कार्य या उसके किसी अंश की सुरक्षा हेतु आवश्यक न हो।

इंजीनियर ऐसे अतिरिक्त भुगतान का निपटान और निर्धारण और/या संविदाकार को अनुज्ञात समापन-अवधि का ऐसा विस्तार करेगा जो इंजीनियर की राय में उचित एवं युक्तियुक्त हो तथा वह अंतिम और संविदाकार पर बाध्यकारी होगा।

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

इंजीनियर या उसके प्रतिनिधि के आदेश पर संविदाकार द्वारा कार्य को स्थगित रखा जाना

Contractor to suspend work on Order from Engineer or his Representative

unless such suspension is -

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

- 5.11.1 यदि कार्य आरंभ होने के पहले या बाद में न्यासी मंडल संविदागत पूरे कार्य की अपेक्षा नहीं करते हैं तो इंजीनियर लिखित रूप में उसकी सूचना संविदाकार को देगा और संविदाकार उसके अनुपालन में आगे कार्य को रोक देगा। संविदाकार अप्राप्त लाभ या कार्य के ऐसे अपरिपक्व स्थगन या मूल विनिर्देश, आरेखन, डिजाइन एवं अनुदेश में इंजीनियर द्वारा किए गए किसी परिवर्तन के कारण मूल आशयित कार्य में कटौती मद्धे किसी क्षतिपूर्ति लिए कोई दावा करने का हकदार नहीं होगा।

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

- 5.12 जब संपूर्ण कार्य इंजीनियर की तुष्टि के अनुरूप पूरा हो जाता है और कार्य पूर्ण करने संविदा में विहित किसी अंतिम जांच में पास हो जाता है तब संविदाकार संबंधी प्रमाण-पत्र अपना आवेदन इंजीनियर को दिए जाने के 21 दिनों के भीतर उससे इसके जी.सी.1

साथ संलग्न फार्म जी.सी.1 में कार्य पूर्ण होने का प्रमाण-पत्र प्राप्त करने का हकदार होगा। यदि कुल कार्य का कोई अंश इंजीनियर की तुष्टि के अनुरूप पूरा हो जाता है और न्यासी मंडल द्वारा उसे अधिगृहीत कर लिया जाता है और/या उसका उपयोग किया जाता है तो संविदाकार आवेदन पर फार्म जी.सी.1 में ऐसा आंशिक पूर्णता प्रमाणपत्र प्राप्त करने का हकदार होगा जिसमें इसके द्वारा कवर किए गए कार्य का अंश विनिर्दिष्ट हो जिससे कि जहां तक कार्य के पूर्ण अंश का संबंध है, संविदा की अनुरक्षण अवधि के दौरान, यदि कोई हो, संविदाकार की देयता ऐसे प्रमाणपत्र में उल्लिखित तारीख से आरंभ होगी।

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

Completion
Certificate-
G.C.1.

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6.0 भुगतान की शर्तें /TERMS OF PAYMENT :

6.1 कार्य के अंतिम या तुष्टिप्रद समापन और इंजीनियर द्वारा प्ररूप जी.सी.-2 में अंतिम समापन प्रमाणपत्र दिए जाने तक कार्य की बाबत कोई भी राशि संविदाकार द्वारा अर्जित या उसे देय नहीं समझी जाएगी।

प्ररूप जी.सी.-2 में प्रमाण-पत्र जारी किए जाने तक सभी अंतरिम भुगतान अग्रिम हैं

प्ररूप जी.सी.-2 में प्रमाणपत्र जारी किए जाने के पूर्व खाते में किए गए भुगतान को, यदि कोई हो, केवल अग्रिम माना जाएगा जो संविदाकार की अपूर्ण संविदागत स्थिति के, यदि कोई हो, संदर्भ में इंजीनियर द्वारा विनिश्चित किए जाने पर पूर्णतः या अंशतः वसूलीयोग्य होगी।

All interim

No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

payments are advances till issue of Certificate in Form G.C.2

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

- 6.2 न्यासी मंडल की माप पुस्तिका में यथा अभिलिखित वास्तविक कार्य के माप के आधार पर और, यथास्थिति, स्वीकृत, निविदाकृत या सहमत दरों पर, संविदा में अन्यथा उपबंधित के सिवाय और संविदाकार की ओर से कार्यक्षेत्र में किसी परिवर्तन या लोप के लिए इंजीनियर द्वारा विनिश्चित किसी अन्य दर पर केवल संविदाकार को सभी भुगतान किए जाएंगे।
- सहमत दरों पर माप के आधार पर भुगतान

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

Payment on the basis of measurements at agreed rates.

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- 6.3 रु. 50,000/- से अधिक के संस्वीकृत निविदा मूल्य के कार्य या ऐसे कार्य के लिए, जिसकी प्रारंभिक अनुबद्ध समापन अवधि 4 महीने या उससे अधिक हो, इंजीनियर या उसके प्रतिनिधि के विवेकाधिकार पर उसके द्वारा उपयुक्त एवं न्यायोचित समझे जानेवाले अंतराल पर लेखागत अदायगी की जा सकती है। परंतु यह हमेशा कि संविदा मूल्य के संदर्भ में पर्याप्त मूल्य के कार्य के निष्पादन के अध्यक्षीन ऐसी लेखागत अदायगी के अंतराल के बारे में इंजीनियर या उसके प्रतिनिधि द्वारा निर्णय किया जाएगा जो साधारणतः लेखागत बिल और/या अग्रिम अदायगी के लिए दो भुगतानों के बीच 1 महीने से कम नहीं होगा।
- लेखागत अदायगी की सीमा

For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made sat

Limitation for on account payment

the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.

- 6.4 निष्पादित कार्य की माप इंजीनियर के प्रतिनिधि द्वारा उत्तरोत्तर ली जाएगी तथा उसके और/या इंजीनियर द्वारा उपयुक्त एवं उचित समझे जानेवाले अंतराल पर न्यासी मंडल की माप पुस्तिका में दर्ज की जाएगी। इस प्रकार की माप के समय संविदाकार या सम्यक् रूप से अधिकृत उसका प्रतिनिधि या एजेंट उपस्थित रहेगा और इंजीनियर के प्रतिनिधि द्वारा यथापेक्षित हर प्रकार से उसकी मदद करेगा। ली गई माप को माप-पुस्तिका में दर्ज किए जाने के बाद संविदाकार या उसका एजेंट ऐसी माप की समाप्ति पर माप-पुस्तिका में संविदाकार की रबड़ की मोहर पर ऊपर अभिलिखित एवं ऐसे हस्ताक्षर के पूर्व की गई ऐसी सभी माप की स्वीकृति के प्रमाणस्वरूप हस्ताक्षर करेगा। यदि संविदाकार या उसका एजेंट, इंजीनियर के प्रतिनिधि से प्राप्त लिखित सूचना के 3 दिनों के बाद भी सहभागिता करने में चूक करता है तो इंजीनियर के प्रतिनिधि द्वारा माप को एकपक्षीय रूप में लिया जाएगा और वे संविदाकार को मान्य होंगे।

Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the wend of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded

Recording of measurements

above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

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- 6.5 कार्य की मात्रा और माप-पुस्तिका में अभिकलित उसके मूल्य के आधार पर संविदाकार बिल को इंजीनियर द्वारा अनुमोदित प्रोफार्मा में टंकित करेगा और उसकी चार प्रतियों पर स्वयं या अपने अधिकृत एजेंट की मोहर लगाकर एवं उसपर सम्यक् रूप से हस्ताक्षर करके उन्हें इंजीनियर के प्रतिनिधि के समक्ष प्रस्तुत करेगा। इंजीनियर या उसका प्रतिनिधि अपने पूर्ण विवेकाधिकार से न्यासी मंडल के स्तर पर बिल की जांच एवं लेखा-परीक्षा किए जाने के समय बिल के प्रति समायोजन के अध्यक्षीन उक्त बिल की "शुद्ध देय" राशि के 75% से अनधिक राशि की सीमा तक बिल के प्रति अग्रिम भुगतान की अनुमति देगा। मापपुस्तिका संविदाकार को सौंपी नहीं जाएगी; परंतु बिल टंकित करने के लिए वह मात्रा, राशि एवं वसूली का सार प्राप्त करेगा।
- संविदाकार द्वारा अपना बिल तैयार एवं प्रस्तुत किया जाना

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

Contractor to prepare and submit his bills

Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

- 6.6 इंजीनियर या उसके प्रतिनिधि के विवेकाधिकार पर और केवल खराब न होनेवाली स्वीकृत प्रस्ताव/जहाँ निविदा में अंकित मूल्य की प्राक्कलित राशि सामग्रियों के प्रति रु.2,00,000/- या उससे अधिक हो, की बाबत संविदाकार द्वारा अग्रिम भुगतान खरीदी गई एवं कार्य-स्थल पर लाई गई किसी सामग्री के मूल्य के 75% की सीमा तक अग्रिम भुगतान किया जा सकता है। परंतु यह हमेशा कि -

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

- (i) उक्त सामग्री इंजीनियर या उसके प्रतिनिधि की राय में खराब न होनेवाली प्रकृति की हो,

the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,

- (ii) ऐसी सामग्री के मूल्य का निर्धारण इंजीनियर या उसके प्रतिनिधि द्वारा अपने विवेकाधिकार से किया जाएगा,

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the value of such materials shall be assessed by the engineer or his Representative at their own discretion,

- (iii) संविदाकार के साथ एक औपचारिक करार किया जाता है जिसके अधीन संविदाकार की सामग्री पर न्यासी मंडल का धारणाधिकार सुरक्षित रहता है,

a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,

- (iv) संविदाकार द्वारा कार्यनिष्पादन के स्थगन के कारण या अन्यथा सामग्री को होनेवाली हानि, कमी और दुरुपयोग से सामग्री

की रक्षा संविदाकार द्वारा की जाती है।

the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

(v) गोदी में न्यासी मंडल के सुरक्षित क्षेत्र के भीतर ऐसी सामग्री के भंडारण की दशा में संविदाकार, न्यासी मंडल को स्वीकार्य प्रोफार्मा में और ढंग से एक क्षतिपूर्ति-पत्र प्रस्तुत करेगा जिसके द्वारा संविदाकार किसी भी कारण से ऐसी सामग्री को होनेवाली हानि/क्षति के कारण होनेवाली सभी वित्तीय हानि/क्षति के प्रति न्यासी मंडल की क्षतिपूर्ति करेगा।

in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

(vi) न्यासी मंडल के सुरक्षित क्षेत्र के बाहर ऐसी सामग्री के भंडारण की दशा में संविदाकार, न्यासी मंडल को स्वीकार्य प्रोफार्मा में और ढंग से न्यासी मंडल के पक्ष में अग्रिम की राशि के समान राशि की एक अप्रतिसंहरणीय बैंक गारंटी इंजीनियर के समक्ष प्रस्तुत करेगा। न्यासी मंडल को स्वीकार्य, यथास्थिति, किसी राष्ट्रीयकृत बैंक या अनुसूचित वाणिज्य बैंक की कलकत्ता/हल्दिया शाखा द्वारा गारंटी जारी की जाएगी और वह कार्य में ऐसी सामग्री के उपभोग की अनुमानित अवधि तक वैध रहेगी। जबतक न्यासी मंडल की ओर से इंजीनियर की पूर्व लिखित अनुमति से बैंक गारंटी की वैधता को विस्तारित नहीं करता है तबतक बैंक गारंटी द्वारा जारीकर्ता बैंक,

गारंटी की वैधता की समाप्ति की तारीख को न्यासी मंडल को गारंटीकृत राशि के स्वतः भुगतान का वचन देगा।

in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii) सामग्री के उपभोग पर उपभोग की मात्रा के आधार पर संविदाकार के बिलों या अन्य देयराशियों से अग्रिम राशि उत्तरोत्तर वसूलीयोग्य होगी। अग्रिम की पूरी वसूली के बाद न्यासी मंडल की ओर से इंजीनियर द्वारा सम्यक् रूप से हस्ताक्षरित उप-खंड (v) एवं (vi) में यथावर्णित क्षतिपूर्ति बंधपत्र / बैंक गारंटी संविदाकार को वापस कर दी जाएगी।

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The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

- 6.7 यदि इंजीनियर या उसके प्रतिनिधि द्वारा भुगतान के लिए दुबारा गलत और प्रमाणित किया जाता है या न्यासी मंडल द्वारा संविदाकार के किसी अत्यधिक खाते में दुबारा भुगतान किया जाता है तो इंजीनियर या उसके भुगतान की प्रतिनिधि का कोई प्रमाणपत्र संविदाकार से पुनर्भुगतान प्राप्त करने से वसूली न्यासी मंडल को नहीं रोकेगा या संविदाकार को संरक्षित नहीं करेगा।

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

- 6.8 विवाद के कारण या अन्यथा या अंतरिम या अंतिम भुगतान में न्यासी मंडल की ओर से हुई किसी देरी के लिए या अन्यथा न्यासी मंडल से संविदाकार को देय हो सकनेवाले किसी धन या शेष राशि या बैंक गारंटी की बाबत किसी स्तर पर ब्याज के लिए कोई दावा संविदाकार को अनुज्ञेय या देय नहीं होगा । संविदाकार को ब्याज अनुज्ञेय नहीं

No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. Interest not admissible to Contractor

7.0 फेरफार और इसका मूल्यांकन

VARIATION AND ITS VALUATION :

- 7.1 निविदा के परिमाण बिल में उपवर्णित परिमाण को कार्य का अनुमानित परिमाण माना जाएगा और उसे संविदाकार द्वारा संविदा के अधीन उसकी बाध्यता की पूर्ति में उसके द्वारा निष्पादित किए जानेवाले कार्यों का वास्तविक एवं सही परिमाण कभी नहीं समझा जाएगा । निविदा के परिमाण बिल में अनुमानित परिमाण के अधीन परिमाण बिल में परिमाण

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

- 7.2 इंजीनियर को कार्य या उसके किसी अंश के परिमाण, गुणवत्ता या रूप में ऐसा फेरफार करने के लिए संविदाकार को लिखित रूप में आदेश देने की शक्ति होगी जो उसकी राय में आवश्यक हो तथा संविदाकार ऐसे आदेश की प्राप्ति पर निम्नानुसार कार्य करेगा : कार्य में फेरफार करने की इंजीनियर की शक्ति

The Engineer shall have the power to order the Contractor in writing to make any variation of the Engineer's power to vary

quantity, quality or form of the works or any part thereof the works that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :

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7.2 (क) संविदा में शामिल किसी कार्य के परिमाण को बढ़ा या घटा सकता है।

(a) Increase or decrease the quantity of any work included in the contract.

(ख) संविदा में शामिल किसी कार्य को छोड़ सकता है

(b) Omit any work included in the contract.

(ग) संविदा में शामिल किसी कार्य की प्रकृति, गुणवत्ता या प्रकार में परिवर्तन कर सकता है।

(c) Change the Character or quality or kind of any work included in the contract.

(घ) कार्य के किसी अंश के स्तर, पद्धति, स्थिति एवं आयाम में परिवर्तन कर सकता है।

(d) Change the levels, lines, position and dimensions of any part of the work, and

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(ङ) कार्य को पूर्ण करने के लिए आवश्यक अधिक एवं किसी प्रकार का अतिरिक्त कार्य निष्पादित कर सकता है ।

(e) Execute extra and additional work of any kind necessary for completion of the works

7.3 ऐसा फेरफार किसी भी प्रकार से संविदा को निष्फल या अवैध नहीं करेगा या उसे संविदा का प्रतिसंहरण नहीं माना जाएगा परंतु इंजीनियर द्वारा किया गया फेरफार संविदा के एकमात्र विनिश्चय के अनुसार मूल्यांकित ऐसे सभी फेरफार पर फेरफार संविदा विचार किया जाएगा तथा संविदा मूल्य में तदनुसार फेरफार किया को निष्फल नहीं करता है

No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the

Variation by engineer do not vitiate the

value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

- 7.4 परंतु यह हमेशा कि यदि ऐसी बढ़ोत्तरी या कमी इस खंड के अधीन दिए गए किसी फेरफार आदेश का परिणाम नहीं बल्कि बिल के परिमाण में यथाकथित परिमाण से अधिक या कम होने का परिणाम है तो कार्य के परिमाण में 15% तक की बढ़ोत्तरी या कमी के लिए इंजीनियर का लिखित आदेश अपेक्षित नहीं होगा। परंतु यह भी कि इंजीनियर द्वारा दिए गए फेरफार के मौखिक आदेश का अनुपालन संविदाकार द्वारा किया जाएगा और इंजीनियर द्वारा बाद में ऐसे मौखिक आदेश की लिखित रूप में की गई पुष्टि को इस खंड के अर्थातर्गत लिखित रूप में दिया गया आदेश माना जाएगा।

Where written order for variation is not needed

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

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- 7.5 (क) संविदाकार तबतक अधिक या अतिरिक्त कार्य के लिए कोई दावा करने का हकदार नहीं होगा जबतक वे इंजीनियर के लिखित आदेश के अधीन न किए गए हों। अधिक या अतिरिक्त, या छोड़े गए कार्य या प्रतिस्थापित कार्य के लिए भुगतान, इंजीनियर की शक्तियाँ
- (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's
- (ख) इंजीनियर के आदेश से किए गए किसी अधिक कार्य या छोड़े गए कार्य की बाबत निविदा में उल्लिखित राशि में जोड़ी जानेवाली या कटौती की जानेवाली राशि का (यदि कोई हो) अवधारण एकमात्र इंजीनियर करेगा।
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his

order.

powers

(ग) इंजीनियर के आदेश से किए गए सभी अधिक, अतिरिक्त या प्रतिस्थापित कार्य या छोड़ दिए गए कार्य का मूल्यांकन संविदा में उपवर्णित मूल्य के आधार पर, यदि इंजीनियर की राय में वह लागू हो, किया जाएगा। यदि संविदा में अधिक, अतिरिक्त या प्रतिस्थापित कार्य पर सीधे लागू कोई दर या मूल्य अंतर्विष्ट नहीं रहता है तो इंजीनियर स्वीकृत संविदागत प्रतिशत पर, यदि कोई हो, सम्यक् रूप से ध्यान देते हुए न्यासी मंडल द्वारा अंगीकृत दर-अनुसूची के (निविदा स्वीकार करने के समय प्रवृत्त अधिभार सहित), यदि कोई हो, आधार पर उपयुक्त दरों के बारे में निर्णय ले सकता है। अन्य मामलों में इंजीनियर अकेले अपने द्वारा उचित एवं युक्तियुक्त समझे गए रूप में उपयुक्त दर अवधारित करेगा तथा उसका विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा।

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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(घ) यदि संपूर्ण संविदागत कार्य या उसके किसी अंश की प्रकृति या मात्रा के सापेक्ष किसी लोप या परिवर्धन की प्रकृति या मात्रा ऐसी हो जिससे इंजीनियर की राय में कार्य की किसी मद के लिए संविदा में अंतर्विष्ट मूल्य की दर या इस खंड के उप-खंड (ख) एवं (ग) के अधीन यथा मूल्यांकित दर ऐसे लोप या परिवर्धन के कारण अनुचित या अप्रयोज्य हो जाए तो इंजीनियर ऐसी दर या मूल्य नियत करेगा जैसा वह उचित समझे तथा इंजीनियर का विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा।

d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the

contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

- 8.0 समापन समय में विलंब/उसका विस्तार/परिनिर्धारित नुकसानी / संविदा की समाप्ति
 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1 यदि किसी प्रकार के अधिक या अतिरिक्त कार्य या संविदा के अनुसार समापन-समय का आपूरित की जानेवाली न्यासी मंडल की सामग्री की विलंबित उपलब्धता विस्तार या आपवादिक रूप से प्रतिकूल मौसमी स्थिति एवं प्राकृतिक घटना या हड़ताल, तालाबंदी, सिविल अशांति या संविदाकार के नियंत्रण से परे किसी प्रकार की अन्य विशेष परिस्थिति के कारण कार्य पूरा होने में विलंब होता है तो उक्त कारण के घटित होने के 7 दिनों के भीतर संविदाकार समापन समय के उपयुक्त विस्तार के लिए लिखित रूप में इंजीनियर के पास आवेदन देगा और तब इंजीनियर कथित कारणों पर उस रीति से विचार करेगा जैसा आवश्यक समझा जाए तथा या तो आवेदन को खारिज करेगा या अवधारित करेगा एवं संविदाकार पर

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“परिनिर्धारित नुकसानी” खंड (इसकी सं. 8.3) के अधिरोपण सहित या उसके बिना कार्य पूर्ण करने के लिए लिखित रूप में ऐसी विस्तार अवधि अनुज्ञात करेगा जैसा वह उचित समझे तथा उसका विनिश्चय अंतिम और संविदाकार पर बाध्यकारी होगा । यदि परिनिर्धारित नुकसानी अधिरोपित किए बिना इंजीनियर द्वारा समापन-समय का विस्तार मंजूर किया जाता है तो यथा उपर्युक्त जबतक कि इंजीनियर द्वारा संसूचित विनिश्चय में अन्यथा कथित न किया गया हो, विस्तारित समय के भीतर कार्य पूरा न होने की स्थिति में खंड सं. 8.3 में यथावर्णित परिनिर्धारित नुकसानी इसकी समाप्ति की तारीख से लागू होगी।

Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other

Extension of completion time

special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

- 8.2 (क) यदि संविदाकार अनुबद्ध तारीख के भीतर या इंजीनियर द्वारा लिखित न्यासी मंडल रूप में यथासंशुचित उसके विस्तार तक कार्य को पूरा करने में चूक करता को देय है तो संविदाकार दंड के रूप में नहीं बल्कि क्षतिपूर्ति (परिनिर्धारित 'परिनिर्धारित नुकसानी' के रूप में न्यासी मंडल को कार्य अपूर्ण रहनेवाले प्रत्येक सप्ताह नुकसानी एवं या उसके भाग के लिए निविदा/प्रस्ताव संबंधी स्वीकृति पत्र में अन्य क्षतिपूर्ति यथाउल्लिखित कार्य के कुल मूल्य के ½%(आधे प्रतिशत) का भुगतान करेगा। परंतु यह हमेशा कि ऐसी क्षतिपूर्ति की राशि कार्य के उक्त मूल्य के 10% से अधिक नहीं होगी। परिनिर्धारित नुकसानी की राशि का अवधारण इंजीनियर द्वारा किया जाएगा जो अंतिम और बाध्यकारी होगा।

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(a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

'Liquidated Damage' and other compensation due to Trustees

(ख) न्यासी मंडल को उनके विधिक अधिकारों पर कोई प्रतिकूल प्रभाव डाले बिना इस खंड के उप-खंड में उल्लिखित उक्त प्रतिकर / क्षतिपूर्ति राशि को संविदाकार को देय या देय होनेवाली राशि से वसूल करने का अधिकार होगा। उक्त प्रतिकर/क्षतिपूर्ति राशि के भुगतान या कटौती से संविदाकार कार्य पूरा करने की अपनी बाध्यता या संविदा के अधीन अपनी अन्य बाध्यताओं / दायित्वों से मुक्त नहीं होगा तथा संविदाकार की विफलता के मामले में इंजीनियर के पूर्ण विवेकाधिकार से उक्त कार्य इंजीनियर या उसके प्रतिनिधि द्वारा संविदाकार को लिखित रूप में

न्यूनतम तीन दिन की नोटिस दिए जाने के बाद संविदाकार की जोखिम एवं खर्च पर किसी अन्य एजेंसी द्वारा पूरा कराने का आदेश दिया जा सकेगा।

(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

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- 8.3 संविदाकार को किसी प्रतिकर के लिए दायी हुए बिना न्यासी मंडल संविदाकार से चूक, अपने पूर्ण विवेकाधिकार से संविदा समाप्त कर सकता है और उपचार एवं कार्यस्थल पर जा सकता है एवं निम्नलिखित में से किसी कारण से शक्तियाँ/ संविदा संविदाकार को लिखित रूप में न्यूनतम 3 दिन की नोटिस देकर उसे की समाप्ति वहाँ से निष्कासित कर सकता है तथा इंजीनियर द्वारा यथा संसूचित इस बाबत न्यासी मंडल का निर्णय अंतिम और निश्चायक होगा :

Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor from there after giving him a minimum 3 days' notice in writing, due to occurrence of

Default of the Contractors remedies & powers/ Termination of

any of the following reasons and decision of the Trustees Contract.
in this respect, as communicated by the Engineer shall be
final and conclusive :

(i) संविदाकार ने संविदा का परित्याग कर दिया है ।

The Contractor has abandoned the contract.

(ii) इंजीनियर की राय में या तो कार्य की प्रगति संतोषजनक नहीं है या संविदाकार की त्रुटि के कारण सहमत अवधि के भीतर कार्य के पूरा होने की संभावना नहीं है।

In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) संविदाकार कार्य आरंभ करने में विफल रहा है या इन परिस्थितियों में उसने किसी विधिपूर्ण कारण के बिना "इंजीनियर या उसके प्रतिनिधि" से कार्य आगे बढ़ाने की लिखित नोटिस प्राप्त करने के बावजूद कम से कम 15 दिन तक कार्य को स्थगित रखा है।

The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.

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(iv) इन परिस्थितियों में इंजीनियर या उसके प्रतिनिधि से किन्हीं सामग्री या कार्य की भत्सर्ना किए जाने एवं उसे खारिज किए जाने संबंधी लिखित नोटिस प्राप्त करने के 7 दिनों के बाद भी संविदाकार कार्यस्थल से उक्त सामग्री को हटाने या उसे गिराने या ध्वस्त करने एवं कार्य को प्रतिस्थापित करने में चूक करता है।

The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) संविदाकार संविदा के अनुसार कार्य निष्पादित नहीं कर रहा है या लगातार या खुले तौर पर संविदा के अधीन अपनी बाध्यताओं के कार्यान्वयन की उपेक्षा कर रहा है।

The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) संविदाकार द्वारा या उसकी ओर से संविदा की प्राप्ति या उसके निष्पादन के संबंध में न्यासी मंडल के किसी अधिकारी, सेवक या प्रतिनिधि या उसकी या उनकी ओर से किसी व्यक्ति को कोई घूस, कमीशन, उपहार या फायदा दिया जाता है।

Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) संविदाकार दिवालिया न्यायनिर्णीत किया जाता है या अपने लेनदारों के साथ प्रशमन करता है या कंपनी होने पर चाहे अनिवार्य रूप से या स्वैच्छिक रूप से समापन करता है।

The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

- 8.3.1 न्यासी मंडल की ओर से इंजीनियर द्वारा जारी किए जा सकनेवाले कार्य के पर्यवसान संबंधी पत्र की प्राप्ति पर संविदाकार उसे जारी किए गए न्यासी मंडल के सभी औज़ार, संयंत्र एवं सामग्री उक्त पत्र की प्राप्ति से 7 दिनों के भीतर इंजीनियर द्वारा अभिनिश्चित किए जानेवाले स्थान पर सौंपेगा।

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

such letter.

- 8.3.2 कार्य के पर्यवसान संबंधी ऐसे सभी मामलों में न्यासी मंडल को संविदाकार की जोखिम एवं खर्च पर किसी अन्य एजेंसी के जरिए कार्य को पूर्ण कराने की शक्ति होगी और संविदा के अनुसार संविदाकार द्वारा कार्य को सम्यक् रूप से पूर्ण किए जाने पर जो राशि उसे देय होती उससे अधिक राशि कार्य पूर्ण कराने पर खर्च होने पर उक्त राशि संविदाकार से विकलित की जाएगी ।

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

- 8.3.3 संविदा के पर्यवसान पर संविदाकार संविदा के अनुसार वसूली के अध्यक्षीन वस्तुतः उसके द्वारा किए गए कार्य और वस्तुतः उसके द्वारा आपूरित सामग्री के मूल्य के केवल 90% का भुगतान प्राप्त करने का हकदार होगा बशर्ते किए गए कार्य एवं सामग्री न्यासी मंडल द्वारा अधिगृहीत किए जाते समय विनिर्देश के अनुरूप हों। कार्य का भुगतान वस्तुतः किए गए कार्य की माप एवं अनुमोदित संविदा दरों या इंजीनियर द्वारा यथा विनिश्चित अन्य दरों पर किए गए मूल्यांकन के आधार पर किया जाएगा। आपूरित सामग्री के लिए भुगतान इंजीनियर द्वारा यथा विनिश्चित दरों पर किया जाएगा जो किसी भी दशा में न्यासी मंडल द्वारा अधिगृहीत किए जाते समय प्रचलित बाजार दरों से अधिक नहीं होगी। ऐसे सभी मामलों में इंजीनियर का विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा ।

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

final, binding and conclusive.

- 8.3.4 न्यासी मंडल को संविदाकार को देय सभी राशि तबतक प्रतिधारित करने की शक्ति होगी जबतक अन्य एजेंसी द्वारा कार्य पूरा नहीं किया जाता है और न्यासी मंडल के प्रति संविदाकार की देयताएं सभी तरह से ज्ञात नहीं होती हैं।

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

- 9.0 अनुरक्षण एवं प्रतिभूति जमाराशि की वापसी

MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1 कार्य का निष्पादन पूर्ण करने के बाद संविदाकार प्ररूप जी.सी.-1 में कार्य के आरंभिक कार्य-पूर्णता प्रमाणपत्र में उल्लिखित तारीख से संविदा की अनुरक्षण की विशेष शर्त के रूप में विनिर्दिष्ट की जा सकनेवाली अवधि के लिए संविदाकार की उसका अनुरक्षण करेगा। संविदा के अनुसार या इंजीनियर या उसके बाध्यता प्रतिनिधि के अनुदेश के अनुसार सामग्री या शिल्प से इंजीनियर या उसके प्रतिनिधि की अनन्य राय में उपर्युक्त अनुरक्षण अवधि के दौरान कार्य में कोई त्रुटि/गलती प्रतीत हो तो इंजीनियर या उसके प्रतिनिधि की लिखित नोटिस पर ऐसी नोटिस से सात दिनों के भीतर इंजीनियर या उसके प्रतिनिधि की त्रुटि के अनुरूप संविदाकार द्वारा अपने खर्च पर उसका संशोधन किया जाएगा एवं उसे पूरा किया जाएगा जिसमें असफल रहने पर इंजीनियर या उसके प्रतिनिधि संविदाकार की जोखिम एवं खर्च पर अन्य एजेंसी के जरिए त्रुटि का संशोधन कराएंगे और उसे पूरा कराएंगे तथा उसपर एवं उसके अनुषंगी सभी व्यय इंजीनियर द्वारा उपयुक्त समझे जानेवाले रूप में संविदाकार से वसूलीयोग्य होंगे।

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On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his

Contractor's obligation for maintenance of work.

representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

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- 9.2 संविदाकार द्वारा तबतक कार्य पूर्ण किया गया नहीं समझा जाएगा अंतिम कार्य- और न्यासी मंडल द्वारा तबतक अंतिम रूप से कार्य स्वीकार किया पूर्णता गया नहीं समझा जाएगा जबतक संविदाकार द्वारा अनुरक्षण प्रमाणपत्र अवधि, यदि कोई हो, सहित संविदा के अधीन सभी बाध्यताएँ पूर्ण किए जाने के बाद इसके साथ उपाबद्ध प्ररूप जी.सी.-2 में अंतिम कार्य- पूर्णता प्रमाणपत्र इंजीनियर द्वारा हस्ताक्षरित एवं संविदाकार को जारी न कर दिया जाए। न्यासी मंडल के कार्य-स्थल पर जाने या उसपर कब्जा करने, वहाँ कार्य करने या उसका उपयोग करने से संविदाकार संविदा के अधीन पूर्णरूपेण एवं अंतिम रूप से कार्य को पूरा करने की अपनी बाध्यता से मुक्त नहीं होगा ।

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The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry

Certificate of
final
completion

on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

- 9.3 उपर्युक्त रूप से संविदा के पूर्ण होने पर संविदाकार इंजीनियर के समक्ष प्रतिभूति (i) न्यासी मंडल द्वारा धारित प्रतिभूति राशि के लिए प्रदान की गई जमाराशि की ट्रेजरी रसीद और (ii) इसके साथ उपाबद्ध प्ररूप जी.सी. 3 में अपना वापसी "आगे कोई दावा नहीं" प्रमाणपत्र (मूल प्रति) प्रस्तुत करके प्रतिभूति जमाराशि की वापसी के लिए आवेदन कर सकता है जिसपर इंजीनियर प्ररूप जी.सी. 2 में प्रमाणपत्र जारी करेगा और इंजीनियर की संस्तुति के दो माह के भीतर न्यासी मंडल, प्रतिभूति जमाराशि के प्रति संविदाकार को देय राशि से संविदाकार द्वारा न्यासी मंडल को देय किसी राशि की बाबत कटौती करने के बाद शेष राशि संविदाकार को वापस करेगा ।

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

- 10.0 संविदा दस्तावेजों का निर्वचन, विवाद और माध्यस्थम्
INTERPRETATION OF CONTRACT DOCUMENTS,
DISPUTES AND ARBITRATION

- 10.1 विनिर्देश, आरेखण, डिजाइन और अनुदेश के अर्थ सहित संविदा के इंजीनियर का निर्वचन से उत्पन्न या सम्बद्ध या शिल्प की गुणवत्ता के बारे में या विनिश्चय

कार्य चालू रहने के दौरान या पूर्ण होने के बाद एवं संविदा के अवधारण, परित्याग या भंग होने के पहले या बाद या कार्य या कार्य के निष्पादन में प्रयुक्त सामग्री के बारे में सभी विवाद, मामले, दावा, मांग या प्रश्न में इंजीनियर का विनिश्चय अंतिम एवं संविदा के सभी पक्षकारों पर बाध्यकारी होगा तथा संविदाकार द्वारा इसे तुरंत प्रभावी किया जाएगा ।

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

Engineer's
decision

- 10.2 यदि संविदाकार इंजीनियर के ऐसे किसी विनिश्चय से असंतुष्ट होता है तो वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के भीतर यह अपेक्षा करेगा कि उक्त मामला अध्यक्ष को निर्दिष्ट किया जाए जो उसपर विचार एवं विनिश्चय करेगा ।

अध्यक्ष का
अधिनिर्णय

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

Chairman's
award

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- 10.3 तथापि, यदि संविदाकार अध्यक्ष के विनिश्चय से असंतुष्ट होता है तो वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के भीतर यह अपेक्षा करेगा कि लिखित रूप में उसकी नोटिस के 60 दिनों के भीतर अध्यक्ष, न्यासी मंडल द्वारा इस प्रयोजनार्थ अनुरक्षित किए जानेवाले मध्यस्थों के पैनल से एक मध्यस्थ को मामला विनिर्दिष्ट करे और ऐसे किसी निर्देश को भारतीय माध्यस्थम् अधिनियम 1940 या उसके किसी कानूनी उपांतरण के अर्थातगत माध्यस्थम् के समक्ष

माध्यस्थम्

प्रस्तुत किया गया समझा जाएगा।

Arbitration.

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

- 10.3.1. यदि इस प्रकार नियुक्त मध्यस्थ किसी भी कारण से कार्य करने में असमर्थ या अनिच्छुक होता है या अपनी नियुक्ति त्याग देता है या अपना पद रिक्त करता है तो पैनल से किसी दूसरे व्यक्ति की नियुक्ति एकमात्र मध्यस्थ के रूप में की जाएगी और उसके पूर्वाधिकारी ने जिस स्थिति में कार्य छोड़ा था उससे आगे वह कार्य करेगा ।

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

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- 10.3.2 जिस तारीख को मध्यस्थ पहली सुनवाई की तारीख नियत करते हुए दोनों पक्षकारों को नोटिस जारी करता है उसी तारीख को उसे निर्देशित किया गया समझा जाएगा ।

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

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- 10.3.3 जिस समय-सीमा के भीतर मध्यस्थ अपना पंचाट प्रस्तुत करेगा वह भारतीय माध्यस्थम् अधिनियम 1940 या उसके किसी संशोधन में यथा उपबंधित सामान्यतः 4 महीने होगी । मध्यस्थ, यदि आवश्यक समझे, पक्षकारों की सहमति से पंचाट तैयार करने एवं उसे प्रकाशित करने हेतु समय बढ़ा सकता है।

The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian

Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

- 10.3.4 माध्यस्थम् का स्थान मध्यस्थ के एकमात्र विवेकाधिकार से यथा नियत कलकत्ता या हल्दिया होगा। ऐसे प्रत्येक या किसी निर्देश पर क्रमशः निर्देश एवं पंचाट के अनुषंगी कोई खर्च मध्यस्थ के विवेकानुसार किया जाएगा जो उसकी राशि या जिसके द्वारा और जिसे एवं जिस रीति से उसका वहन एवं भुगतान किया जाएगा, उसे अवधारित कर सकेगा ।

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

- 10.3.5 मध्यस्थ का पंचाट भारतीय माध्यस्थम् अधिनियम 1940 या उसके किसी संशोधन के उपबंधों के अधीन सभी पक्षकारों पर अंतिम एवं बाध्यकारी होगा । मध्यस्थ विवाद की प्रत्येक मद और प्रत्येक पक्षकार द्वारा उसे निर्देशित संबंधित दावे की बाबत पृथक् पंचाट देगा तथा पंचाट देने के कारण का उल्लेख करेगा।

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

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- 10.3.6 मध्यस्थ संविदा के सभी पक्षकारों के दावों पर संबंधित संविदा की सीमा एवं शर्तों के भीतर ही विचार करेगा ।

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

- 10.3.7 संविदा में अन्यथा उपबंधित के सिवाय तत्समय प्रवृत्त माध्यस्थम् अधिनियम, 1940 और उसके अधीन बनाए गए नियमों के उपबंध इस खंड

के अधीन माध्यस्थम् कार्यवाहियों पर लागू होंगे।

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

- 10.4 संविदाकार कार्य को स्थगित नहीं रखेगा या उसमें विलंब नहीं करेगा तथा इंजीनियर के विनिश्चय के अनुसार समुचित तत्परता से कार्य को आगे बढ़ाएगा। इंजीनियर भी, उसके अनुसार, संविदाकार को देय एवं भुगतान-योग्य कोई ऐसा भुगतान इस आधार पर नहीं रोकेगा कि कुछ विवाद उत्पन्न हुए हैं और उन्हें माध्यस्थम् को निर्देशित किए जाने की संभावना है।

The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

- 10.5 परंतु यह हमेशा कि :

Provided always as follows:

- [क] इसमें इसके ऊपर के पैरा 10.3 से 10.3.7 तक में उल्लिखित कोई प्रावधान संविदा के ऐसे मामले पर लागू नहीं होंगे जहाँ निविदा / प्रस्ताव के स्वीकृति-पत्र में यथा उल्लिखित निविदाकृत राशि रु. 40,00,000/- से कम है।
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

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- [ख] संविदाकार, संविदा की शर्तों के संबंध में विस्तृत औचित्य देते हुए कार्य के निष्पादन के संबंध में किसी प्रकार का विवाद या मतभेद विवाद-हेतुक उत्पन्न होने से 30 दिन के भीतर और अंतिम बिल तैयार किए जाने से पहले इंजीनियर के समक्ष उठाना होगा।
- [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days

from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

GC/जीसी - 27

- [ग] संविदा में केवल अनुबद्ध अनुरक्षण अवधि के, यदि कोई हो, दौरान उत्पन्न संविदाकार का विवाद संविदा की शर्तों के प्रासंगिक विस्तृत औचित्य सहित इंजीनियर के समक्ष उपर्युक्त अंतिम पूर्णता-प्रमाणपत्र प्ररूप जीसी-2 जारी किए जाने के पूर्व प्रस्तुत किया जाए।

प्ररूप जीसी-3 में प्रमाणपत्र प्रस्तुत करने के बाद संविदाकार संविदा से संबंधित किसी भी मामले पर कोई विवाद या मतभेद नहीं उठा सकता है।

- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.

No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.

- [घ] इसमें इसके ऊपर के उप-खंड 10.5[ख] और 10.5[ग] में विहित समय-सीमा से परे उठाए गए संविदाकार के दावा/विवाद पर बाद में इंजीनियर और / या किसी मध्यस्थ द्वारा विचार नहीं किया जाएगा ।

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- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.

- [ड] अध्यक्ष / न्यासी मंडल को इसमें इसके ऊपर के खंड 10.3 के अनुसार अपने एकमात्र विवेकाधिकार से संविदाकार को कोई निर्देश किए बिना नए मध्यस्थों का नाम जोड़कर और/या

विद्यमान मध्यस्थों का नाम हटाकर मध्यस्थों के पैनल में परिवर्तन करने का अधिकार होगा ।

- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

(कवर-I प्रस्ताव के साथ प्रस्तुत किया जाए)/(TO BE SUBMITTED WITH COVER- I OFFER)

कोलकाता पत्तन का न्यासी मंडल/THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

निविदा प्ररूप (अमूल्यंकित)/FORM OF TENDER (UNPRICED)

प्रति/To

प्रबंधक /The Manager (आई एंड सीएफ/I&CF),
हल्दिया गोदी परिसर/ Haldia Dock Complex.

मैं/हम,-----,
जिसने/जिन्होंने कार्य-स्थल की जांच की है, रेखाचित्रों का परीक्षण किया है और विनिर्देशों, संविदा की सामान्य एवं विशेष शर्तों तथा निविदा की शर्तों को पढ़ा है, एतदद्वारा न्यासी मंडल द्वारा एवं उनकी ओर से तैयार किए गए विनिर्देशन, परिमाण बिल, संविदा की सामान्य एवं विशेष शर्तों तथा रेखाचित्रों के अनुसार हमारी निविदा के पूर्णतः एवं अंशतः स्वीकार किए जाने की दशा में उपाबद्ध परिमाण बिल में उपवर्णित दर एवं मूल्य पर कार्य आरंभ करने के आदेश की तारीख से -----
-----महीने/ सप्ताह के भीतर निष्पादित किए जाने के लिए अपेक्षित सभी कार्य निष्पादित एवं पूर्ण करने हेतु निविदा एवं वचनबंध करता हूँ / करते हैं । मैं / हम इसके साथ उपाबद्ध प्ररूप में निविदा को प्रभावी करने के लिए आवश्यक परिवर्तन एवं परिवर्धन सहित ऐसे विनिर्देशन, परिमाण बिल, रेखाचित्र एवं संविदा की विशेष और सामान्य शर्तों को शामिल करते हुए एक संविदागत करार करने का भी वचनबंध करता हूँ / करते हैं तथा मैं/हम एतदद्वारा करार करता हूँ /करते हैं कि जबतक ऐसा संविदागत करार निष्पादित नहीं होता है तबतक उक्त विनिर्देशन, परिमाण बिल, संविदा की शर्तें तथा लिखित रूप में स्वीकृति सहित निविदा न्यासी मंडल द्वारा और उनकी ओर से संविदा होगी।

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I/We _____
having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities

within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

निविदा की कुल राशि रु. जिसे कवर I प्रस्ताव में उक्तथित नहीं किया जाए

THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED IN COVER I OFFER

(शब्दों में दोहराएं) कवर I प्रस्ताव में उक्तथित नहीं किया जाए

(Repeat in words) NOT TO BE QUOTED IN COVER I OFFER

मुझे/हमें कार्य शुरू करने से पहले कार्य के लिए आवश्यक सामग्री की व्यवस्था करने और खरीद करने हेतु निविदा की स्वीकृति की तारीख से _____ दिनों / महीनों के प्रारंभिक समय की आवश्यकता है।

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

मैंने/हमने न्यासी मंडल के प्रबंधक (वित्त), एचडीसी के पास -----की रसीद सं----- द्वारा बयाना राशि जमा की है।

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

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मैं / हम इस बात से सहमत हूँ/हैं कि स्वीकृति के लिए निविदा खुली रहने की अवधि चार महीने से कम नहीं होगी।

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

दिनांक/Date: (मुहर सहित बोली लगानेवाले के हस्ताक्षर/Signature of Bidder with Seal)

साक्षी/WITNESS:

हस्ताक्षर/Signature: बोली लगानेवाले का नाम/Name of the Bidder :

नाम/Name (स्पष्ट अक्षरों में) पता/Address :

Name(In Block Letters):

पता/Address:

पेशा/Occupation:

कोलकाता पत्तन न्यास / KOLKATA PORT TRUST

हल्दिया गोदी परिसर / HALDIA DOCK COMPLEX

प्ररूप / FORM जी.सी. / G.C.-1

संविदाकार / Contractor-----

पता / Address-----

कार्य पूर्ण करने की तारीख / Date of completion :

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प्रिय महोदय / Dear sir(s),

यह प्रमाणित किया जाता है कि निम्नलिखित कार्य, यथा :-

This is to certify that the following work viz :-

कार्य का नाम/ Name of work :

.....

.....
प्राक्कलन सं./Estimate No. ई.ई.ओ. / E.E.O-----दिनांक/ Dt.....

सी.ई.ओ. /C.E.O.....-----दिनांक./Dt.....

कार्य आदेश सं./Work Order No.....

आबंटन/Allocation.....

संविदा सं./Contract No.

जो आपके द्वारा किया गया, वह अधोहस्ताक्षरी की राय में संविदा की शर्तों के अनुसार वर्ष 20-----
के -----के -----दिन को हर तरह से पूर्ण है और आपसे यह अपेक्षित है कि
आप संविदा की सामान्य शर्तों के खंड 62 के अनुसार एवं संविदा के प्रावधानों अधीन वर्ष 20----- के
-----के -----दिन से वर्ष 20----- के -----के -----
दिन तक-----सप्ताह/माह/वर्ष की अवधि तक कार्य का अनुरक्षण करें।

which was carried out by you is in the opinion of the undersigned complete in
every respect on the _____ day of _____ 2000 in
accordance with terms of the Contract and you are required to maintain the work
as per Clause 62 of the General Conditions of Contract and under provisions of
the Contract for a period of _____ weeks / months / years
from the _____ day of _____ 2000 to _____
day of _____ 2000 .

भवदीय / Yours faithfully,

हस्ताक्षर/Signature.....

(इंजीनियर/ इंजीनियर के प्रतिनिधि / ENGINEER/ENGINEER'S REPRESENTATIVE)

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नाम/Name.....

पदनाम/ Designation.....

कार्यालय की मुहर/OFFICE SEAL

कोलकाता पत्तन न्यास / KOLKATA PORT TRUST

हल्दिया गोदी परिसर / HALDIA DOCK COMPLEX

प्ररूप/FORM जी. सी./G.C.-2

अंतिम कार्य-पूर्णता प्रमाणपत्र/Certificate of Final Completion

वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी/The Financial Adviser & Chief Accounts Officer

प्रबंधक(वित्त), हल्दिया गोदी परिसर/The Manager (Finance), Haldia Dock Complex.

यह प्रमाणित किया जाता है कि निम्नलिखित कार्य यथा :-

This is to certify that the following work viz:-

कार्य का नाम/ Name of work :

प्राक्कलन सं. /Estimate No. ई.ई.ओ./ E.E.O.....दिनांक/ dt.....

सी.ई.ओ/ C.E.O-----दिनांक/dt.....

कार्य आदेश सं./Work Order No.....

संविदा सं./Contract No.

संकल्प एवं बैठक सं. / Resolution & Meeting No.

आबंटन/Allocation :

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जो श्री/मेसर्स ----- द्वारा किया गया, वह संविदा की शर्तों के अनुसार अब हर तरह से पूर्ण है और यह कि संविदाकार द्वारा संविदा के अधीन सभी बाध्यताओं को पूरा किया गया है।

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

हस्ताक्षर/Signature.....

(इंजीनियर/इंजीनियर के प्रतिनिधि/ENGINEER/ENGINEER'S REPRESENTATIVE)

नाम/NAME.....

पदनाम / DESIGNATION.....

कार्यालय की मुहर/OFFICE SEAL

कोलकाता पत्तन न्यास/KOLKATA PORT TRUST

हल्दिया गोदी परिसर /HALDIA DOCK COMPLEX

प्ररूप/FORM जी.सी./G.C.-3

(‘NO CLAIM’ CERTIFICATE FROM CONTRACTOR)

(संविदाकार का ‘कोई दावा नहीं’ प्रमाणपत्र)

प्रबंधक / The Manager (आई एंड सीएफ / I&CF)

हल्दिया गोदी परिसर / Haldia Dock Complex

कोलकाता पत्तन न्यास / Calcutta Port Trust

हल्दिया / Haldia.

(ध्यानार्थ / Atten:.....)

प्रिय महोदय / Dear Sir,

मैं / हम एतद्वारा घोषित करता हूँ / करते हैं कि मैंने / हमने निम्नलिखित कार्य के निष्पादन के लिए कोलकाता पत्तन न्यास से पूरा और अंतिम भुगतान प्राप्त किया है यथा :-

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

कार्य का नाम / Name of work:

कार्य आदेश सं. / Work Order No :-

संविदा सं. / Contract No. _____

करार सं. / Agreement No.....दिनांक / Dt.....

तथा उपर्युक्त कार्य की बाबत कोलकाता पत्तन न्यास के प्रति मेरा / हमारा और कोई दावा नहीं है।
and I / we have no further claim against the Calcutta Port Trust in respect of the
above-mentioned job.

भवदीय / Yours faithfully,

(संविदाकार के हस्ताक्षर / Signature of the Contractor)

दिनांक / Dated _____

संविदाकार का नाम / Name of Contractor.....

पता / Address:.....

(संविदाकार की आधिकारिक मुहर / OFFICIAL SEAL OF THE CONTRACTOR)

कोलकाता पत्तन न्यास / KOLKATA PORT TRUST

करार के प्ररूप का प्रोफार्मा / PROFORMA OF FORM OF AGREEMENT

यह करार 20 ----- के -----के -----दिन को एक ओर कोलकाता पत्तन के न्यासी मंडल, जो महापत्तन न्यास अधिनियम, 1963 और उसके अधीन बनाए गए नियमों एवं उसमें किए गए कानूनी उपांतरण के अधीन गठित एक कानूनी निकाय है एवं जिसका रजिस्ट्रीकृत कार्यालय 15, स्ट्रैंड रोड, कलकत्ता - 700001 में है (जिसे इसमें इसके पश्चात "नियोक्ता" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके परवर्ती पदधारक शामिल समझे जाएंगे) तथा दूसरी ओर -----के बीच (जिसे इसमें इसके पश्चात् "संविदाकार" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, परवर्ती पदधारक एवं अनुज्ञात समनुदेशिनी शामिल समझे जाएंगे) निष्पादित किया जाता है।

having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successor in office and permitted assigns) of the other part.

चूँकि न्यासी मंडल इस बात का इच्छुक है कि कतिपय कार्य, यथा -----
-----निष्पादित किए जाएँ और उन्होंने ऐसे कार्य के निष्पादन, पूर्णता एवं अनुरक्षण के लिए संविदाकार की निविदा / प्रस्ताव को स्वीकार किया है।

WHEREAS The TRUSTEES are desirous that certain works should be executed viz _____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

अब यह संविदागत करार निम्नलिखित का साक्षी है :-

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. इस करार में प्रयुक्त शब्दों, अभिव्यक्तियों का वही अर्थ होगा जो इसमें इसके पश्चात् निर्दिष्ट संविदा की सामान्य शर्तों में उन्हें क्रमशः समनुदेशित किए जाते हैं ।

In this agreement words, expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. निम्नलिखित दस्तावेजों को इस करार का अंश माना जाएगा और उसी रूप में इसे पढ़ा एवं समझा जाएगा, यथा :-

- i. उक्त निविदा/प्रस्ताव और निविदा/प्रस्ताव की स्वीकृति
- ii. रेखाचित्र
- iii. संविदा की सामान्य शर्तें
- iv. संविदा की विशेष शर्तें (यदि कोई हों)
- v. निविदा की शर्तें
- vi. विनिर्देशन
- vii. परिमाण बिल
- viii. सभी पत्राचार जिनके द्वारा आपसी सहमति से किसी भी रूप में संविदा में परिवर्धन, संशोधन, फेरफार या उपांतरण किया जाता है ।

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :-

- i. The said Tender/Offer & the acceptance of Tender/ Offer.
- ii. The Drawings.
- iii. The General Conditions Of Contract.
- iv. Special Conditions Of Contract (If any).
- v. The Conditions Of Tender.
- vi. The Specifications.
- vii. The Bill Of Quantities.
- viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. इसमें इसके पश्चात् यथा उल्लिखित न्यासी मंडल द्वारा संविदाकारों को किए जानेवाले भुगतान के प्रतिफलस्वरूप संविदाकार एतद्वारा न्यासी मंडल के साथ संविदा के प्रावधानों के अनुरूप हर तरह से कार्य निष्पादित, पूर्ण एवं अनुरक्षित करने की प्रसंविदा करता है।

In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.

4. कार्य के ऐसे निष्पादन, पूर्णता और अनुरक्षण के प्रतिफलस्वरूप न्यासी मंडल एतद्वारा संविदाकार द्वारा विहित समय पर एवं रूप में संविदाकार को भुगतान करने की प्रसंविदा करता है।

The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

इसकी साक्षी के रूप में इसके पक्षकारों ने उपरिलिखित दिन एवं वर्ष को इस पर अपनी सामान्य मुद्रा अंकित की है (या अपने हस्ताक्षर किए हैं और मुहर लगाई है) ।

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

उपरिलिखित दिन एवं वर्ष को यह विलेख निष्पादित किया है ।

have executed these presents on the day and year first above written.

-----की मुहर

निम्नलिखित की उपस्थिति में इस पर लगाई गई :

The Seal of-----

was hereunto affixed in the presence of :

नाम/Name :-

पता/Address :.....

या

उक्त

द्वारा

निम्नलिखित की उपस्थिति में हस्ताक्षरित, मुहरबंद एवं प्रदत्त :

OR

SIGNED, SEALED AND DELIVERED

By the said

In the presence of :

नाम/ Name :-

पता/Address:..... :-

न्यासी मंडल की सामान्य मुद्रा निम्नलिखित की उपस्थिति में इस पर अंकित की गई :

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

नाम / Name :-

पता / Address :.....

भारत के किसी राष्ट्रीयकृत बैंक की, यथास्थिति, कोलकाता/हल्दिया शाखा द्वारा नकदी प्रतिभूति जमाराशि के बदले रु.50/- के या इंजीनियर/न्यासी मंडल के विधिक सलाहकार द्वारा यथा विनिश्चय किए गए न्यायिकेतर स्टांप पेपर पर जारी किए जानेवाले अप्रतिसंहरणीय बैंक गारंटी (निष्पादन बांड) का प्रोफार्मा।

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

संदर्भ/Ref.बैंक गारंटी सं./Bank Guarantee No.....

प्रति/To

कोलकाता पत्तन का न्यासी मंडल/The Board of Trustees for the Port of Kolkata,
15, स्ट्रैंड रोड/Strand Road
कोलकाता/Kolkata - 700 001

प्रिय महोदय / Dear Sirs,

कोलकाता पत्तन के न्यासी मंडल द्वारा (जिसे इसमें इसके पश्चात् **"नियोक्ता"** कहा गया है और इस अभिव्यक्ति में जबतक उसके संदर्भ या अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी, प्रशासक और समनुदेशिनी शामिल समझे जाएंगे) -----को, जिसका रजिस्ट्रीकृत कार्यालय -----में है (जिसे इसमें इसके पश्चात् **"संविदाकार"** कहा गया है और इस अभिव्यक्ति में जबतक उसके संदर्भ या अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी, प्रशासक, निष्पादक और समनुदेशिनी शामिल समझे जाएंगे), दिनांक-----के **नियोक्ता का** कार्यालय आदेश जारी कर एक **संविदा** अधिनिर्णीत किए जाने, और संविदाकार द्वारा उसे स्पष्टतः स्वीकार किए जाने पर "

" के लिए रु.----- मूल्य के दिनांक -----के अधिनिर्णय सं.-----से संबंधित एक **'संविदा'** का निर्माण किए जाने, तथा संविदाकार द्वारा **नियोक्ता** को रु.----- (रुपये -----मात्र) के बराबर संपूर्ण संविदा के यथार्थ निष्पादन के लिए संविदा निष्पादन गारंटी परिसिद्ध करने के लिए सहमत होने के प्रतिफलस्वरूप

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the " EMPLOYER" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to -----, with registered office at----- (hereinafter referred to as the "CONTRACTOR " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work order dated _____ the same having been unequivocally accepted by the Contractor resulting in a 'CONTRACT' bearing Letter Of Award No _____ dated----- Valued at Rs-----for " " and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.----- (rupees ----- only) to the EMPLOYER.

हम, कोलकाता / हल्दिया स्थित ----- बैंक, जिसका प्रधान कार्यालय -----में है (जिसे इसमें इसके पश्चात् **"बैंक"** कहा गया है और इस अभिव्यक्ति में जबतक कोई बात उसके संदर्भ या अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी, प्रशासक, निष्पादक

एवं समनुदेशिती शामिल समझे जाएंगे) एतद्वारा -----तक किसी समय यथा पूर्वोक्त रु. -----
 -----(रुपये -----मात्र) तक संविदाकार द्वारा देय कोई या सभी राशि
 नियोक्ता को उसकी मांग पर किसी आपत्ति, आरक्षित, प्रतिवाद, अवलंबन या अभ्यापत्ति के बिना
 और/या **संविदाकार** को निर्दिष्ट किए बिना अदा करने की गारंटी देते हैं एवं वचनबंध करते हैं। नियोक्ता
 द्वारा बैंक से की गई ऐसी कोई मांग **नियोक्ता** और **संविदाकार** के बीच कोई मतभेद होते हुए भी या
 किसी न्यायालय, अधिकरण, मध्यस्थ या किसी अन्य प्राधिकारी के समक्ष कोई विवाद लंबित होते हुए भी
 निश्चयक एवं बाध्यकारी होगी। बैंक नियोक्ता की पूर्व सहमति के बिना इस गारंटी के चालू रहने के
 दौरान इसे प्रतिसंहत नहीं करने का वचनबंध करता है तथा आगे करार करता है कि इसमें अंतर्विष्ट गारंटी
 नियोक्ता द्वारा अपनी गारंटी उन्मोचित किए जाने तक प्रवर्तनीय बनी रहेगी।

We, the _____ Bank, _____, Kolkata/
 Haldia having its Head Office at _____ (hereinafter referred to as the "Bank",
 which expression shall unless repugnant to the context or meaning thereof, include its
 successors, administrators, executors and assigns) do hereby guarantee and undertake
 to pay the Employer on demand any and all monies payable by the Contractor to the
 extent of Rs.------(Rupees _____ only) as aforesaid at any time
 upto _____ without any demur, reservation, contest, recourse or protest
 and/or without any reference to the CONTRACTOR, Any such demand made by
 Employer on the Bank shall be conclusive and binding notwithstanding any difference
 between EMPLOYER and CONTRACTOR or any dispute pending before any Court,
 tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this
 guarantee during its currency without previous consent of employer and further agrees
 that the guarantee herein contained shall continue to be enforceable till the Employer
 discharges his guarantee.

इस गारंटी के अधीन बैंक के दायित्व को किसी भी तरह से प्रभावित किए बिना **नियोक्ता** को **संविदाकार**
 द्वारा **संविदा** के निष्पादन के लिए समय-समय पर समय-सीमा का विस्तार करने की पूर्ण स्वतंत्रता होगी।
 इस गारंटी को प्रभावित किए बिना नियोक्ता को उनमें निहित किन्हीं शक्तियों के प्रयोग या संविदाकार के
 विरुद्ध रहनेवाले किसी अधिकार को समय-समय पर मुलतवी करने और **नियोक्ता** एवं **संविदाकार** के बीच
संविदा में अंतर्विष्ट या विवक्षित किन्हीं प्रसंविदा को प्रवर्तित करने या प्रवर्तित करने से प्रविरत रहने के
 लिए किसी भी समय कोई या अन्य रूप में उनका प्रयोग करने या **नियोक्ता** को उपलब्ध उपचार या
 प्रतिभूति के किसी अन्य उपक्रम का प्रयोग करने की पूर्ण स्वतंत्रता होगी । नियोक्ता द्वारा उपर्युक्त
 मामले या उनमें से किसी के प्रति निर्देश से या **नियोक्ता** द्वारा किए गए किसी कार्य या लोप या
नियोक्ता द्वारा दर्शित किसी अन्य उदारता या किसी प्रकार के किसी अन्य ऐसे मामले या बात के
 कारण, जिसका प्रभाव इस प्रावधान के न रहने पर विधि के अधीन बैंक को मुक्त करना होता, अपनी
 स्वतंत्रता के प्रयोग से बैंक इस विलेख के अधीन अपनी बाध्यता से मुक्त नहीं होगा ।

EMPLOYER shall have the fullest liberty without affecting in any way the liability of
 the Bank under this guarantee from time to time to extend the time for performance
 of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty,

without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of relieving the bank.

बैंक यह भी करार करता है कि **नियोक्ता** अपने विकल्प पर **संविदाकार** के विरुद्ध कार्यवाही किए बिना और **संविदाकार** के दायित्वों से संबंधित कोई प्रतिभूति या अन्य गारंटी **नियोक्ता** के पास होते हुए भी प्रथमतः मुख्य ऋणी के रूप में बैंक के प्रति गारंटी प्रवर्तित कराने का हकदार होगा ।

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

इसमें इसके ऊपर अंतर्विष्ट किसी बात के होते हुए भी इस गारंटी के अधीन हमारा दायित्व रु.-----
 -----(रुपये -----मात्र) तक निर्बंधित है और यह -----
 -----सहित एवं तक प्रवृत्त बनी रहेगी तथा यह समयसमय पर ऐसी
 अवधि के लिए विस्तारित की जाएगी जिसकी ओर से यह गारंटी दी गई है ।

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs

(rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

साक्षीगण/WITNESSES

-----	-----
(हस्ताक्षर/Signature)	(हस्ताक्षर/Signature)
-----	-----
(नाम/Name)	(नाम/Name)
-----	-----

(कार्यालय का पता/Official address)

(बैंक की मोहर सहित पदनाम)
Designation with Bank Stamp

+अटर्नी अधिकार सं.-----के अनुसार अटर्नी
Attorney as per power of Attorney No.

दिनांक/Dated-----

कोलकाता पत्तन न्यास(केओपीटी), जिसे इसमें इसके पश्चात् "प्रिंसिपल/नियोक्ता" कहा गया है
और

-----, जिसे इसमें इसके पश्चात् "बोली लगानेवाला/संविदाकार" कहा गया है
के बीच

सत्यनिष्ठा समझौता

Integrity Pact

Between

Kolkata Port Trust (KoPT) hereinafter referred to as **"The Principal/ Employer"**

And

..... hereinafter referred to as **"The Bidder/Contractor"**

उद्देशिका/Preamble

प्रिंसिपल निर्धारित संस्थागत प्रक्रियाओं के अधीन के लिए संविदा अधिनिर्णीत करने का इरादा रखता है। प्रिंसिपल देश की सभी सुसंगत विधियों, नियमों, विनियमों, संसाधनों के आर्थिक उपयोग और अपने बोली लगानेवाले(लों) और / या संविदाकार(रों) के साथ अपने संबंधों में निष्पक्षता / पारदर्शिता के पूर्ण अनुपालन को महत्व देता है।

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliances with all relevant laws

of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

इन लक्ष्यों को प्राप्त करने के लिए प्रिंसिपल द्वारा नियुक्त एक स्वतंत्र बाहरी मॉनीटर (आईईएम) उपर्युक्त सिद्धांतों के अनुपालन हेतु निविदा प्रक्रिया और संविदा के निष्पादन की निगरानी करेगा।

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

अतः अब

NOW, THEREFORE,

निम्नलिखित उद्देश्य की पूर्ति के लिए की जानेवाली संविदा के चालू रहने के पूर्व उसके दौरान एवं बाद किसी प्रभाव / पूर्वाग्रहयुक्त संव्यवहार से मुक्त निष्पक्ष एवं पारदर्शी प्रणाली अपनाकर भ्रष्टाचार के सभी प्रकारों से बचने के लिए -

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

प्रिंसिपल/नियोक्ता को उच्च लागत और ऐसे कार्य/उपापन/निपटान पर भ्रष्टाचार के विरूपणकारी प्रभाव से बचकर परिभाषित विनिर्देशों/कार्य के दायरे के अनुरूप प्रतिस्पर्धात्मक मूल्य पर वांछित स्टोर/ उपकरण प्राप्त करने/उनका निपटान करने और/या संविदागत कार्य निष्पादित कराने में समर्थ बनाने तथा **बोली लगानेवाले/संविदाकार** को यह आश्वासन देकर संविदा प्राप्त करने में रिश्वत देने या किसी अन्य भ्रष्ट कार्य में लिप्त होने से बचाने, जिससे उनके प्रतिद्वंद्वी भी रिश्वत देने या अन्य भ्रष्ट कार्य में लिप्त नहीं होंगे, तथा **प्रिंसिपल/नियोक्ता** निम्नलिखित पारदर्शी प्रक्रिया अपनाकर अपने पदाधिकारियों के किसी भी प्रकार के भ्रष्टाचार पर रोक लगाने के लिए प्रतिबद्ध होंगे।

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/ equipment at a competitive price in conformity with the defined specifications/ scope of work by avoiding the high cost and the distortionary impact of corruption on such work /procurement/ disposal and Enabling BIDDERS/ CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

(1) प्रिंसिपल, भ्रष्टाचार को रोकने और निम्नलिखित सिद्धांतों का पालन करने हेतु आवश्यक कदम उठाने के लिए प्रतिबद्ध है :

The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

क. प्रिंसिपल का कोई भी कर्मचारी, व्यक्तिगत रूप से या परिवार के सदस्यों के जरिए निविदा के लिए या किसी संविदा के निष्पादन हेतु स्वयं या किसी अन्य पक्ष के लिए किसी ऐसी सामग्री या अनावश्यक हितलाभ की मांग नहीं करेगा, उसके लिए वचन नहीं लेगा या उसे स्वीकार नहीं करेगा जिसका वह विधिक रूप से हकदार नहीं है।

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

ख. प्रिंसिपल, निविदा प्रक्रिया के दौरान सभी बोली लगानेवाले (लों) से निष्पक्ष और युक्तियुक्त व्यवहार करेगा। प्रिंसिपल, विशेष रूप से, निविदा प्रक्रिया के दौरान और उससे पहले सभी बोली लगानेवाले(लों)

को समान जानकारी प्रदान करेगा और किन्हीं बोली लगानेवाले(लों) को ऐसी गोपनीय/अतिरिक्त जानकारी प्रदान नहीं करेगा जिसके जरिए बोली लगानेवाला(ले) निविदा प्रक्रिया या संविदा के निष्पादन के संबंध में लाभ प्राप्त कर सकें ।

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

ग. प्रिंसिपल सभी ज्ञात पूर्वाग्रहग्रस्त व्यक्तियों को उक्त प्रक्रिया से बाहर कर देगा ।

c. The Principal will exclude from the process all known prejudiced persons.

(2) यदि प्रिंसिपल को अपने किसी कर्मचारी के ऐसे आचरण के संबंध में जानकारी प्राप्त होती है जो भारतीय दंड संहिता (आईपीसी) / भ्रष्टाचार निवारण (पीसी) अधिनियम के अधीन एक दांडिक अपराध है या यदि इस संबंध में कोई पर्याप्त संदेह होता है, तो प्रिंसिपल, मुख्य सतर्कता अधिकारी को सूचित करेगा और इसके अतिरिक्त अनुशासनात्मक कार्रवाई शुरू कर सकता है ।

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

खंड/Section-2 - बोली लगानेवाले(वालों)/संविदाकार(रों) की प्रतिबद्धता

Commitments of the Bidder(s) / Contractor(s)

(1) बोली लगानेवाला(ले) / संविदाकार(गण) भ्रष्टाचार को रोकने के लिए आवश्यक सभी उपाय करने हेतु प्रतिबद्ध है। वह/वे निविदा प्रक्रिया में अपनी सहभागिता एवं संविदा के निष्पादन के दौरान निम्नलिखित सिद्धांतों का पालन करने के लिए प्रतिबद्ध है/हैं।

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.

क. बोली लगानेवाला(ले)/ संविदाकार(गण) निविदा प्रक्रिया के दौरान या संविदा के निष्पादन के दौरान बदले में किसी प्रकार का लाभ प्राप्त करने के लिए सीधे या किसी अन्य व्यक्ति या फर्म के जरिए निविदा प्रक्रिया या संविदा के निष्पादन में संलग्न प्रिंसिपल के किसी कर्मचारी या किसी अन्य व्यक्ति को कोई ऐसी सामग्री या अन्य हितलाभ नहीं देगा/देंगे, उसके लिए प्रस्ताव नहीं करेगा/करेंगे, वचन नहीं देगा/देंगे जिसका वह/वे विधिक रूप से हकदार नहीं है/हैं।

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ख. बोली लगानेवाला(ले)/संविदाकार(गण) अन्य बोली लगानेवालों के साथ, औपचारिक या अनौपचारिक, कोई अप्रकटित करार या समझौता नहीं करेगा/करेंगे। यह प्रतिस्पर्धा को रोकने या बोली प्रक्रिया में कार्टलाइजेशन लागू करने के लिए विशेष रूप से कीमतों, विनिर्देशों, प्रमाणीकरण, समनुषंगी संविदा, बोली के प्रस्तुतीकरण या गैर-प्रस्तुतीकरण या किन्हीं अन्य कार्यों पर लागू होता है।

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

ग. बोली लगानेवाला(ले)/संविदाकार(गण) सुसंगत आईपीसी/पीसी अधिनियम के अधीन कोई अपराध नहीं करेगा/करेंगे ; इसके अतिरिक्त बोली लगानेवाला(ले)/ संविदाकार(गण) प्रतिस्पर्धा या निजी लाभ के प्रयोजनार्थ अंतर्विष्ट या इलेक्ट्रॉनिक रूप से प्रेषित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और कारबार के ब्योरे के बारे में कारबार संबंध के अंश के रूप में प्रिंसिपल द्वारा प्रदान की गई किसी जानकारी या दस्तावेज़ का अनुचित उपयोग नहीं करेगा/करेंगे या अन्य को नहीं देगा/देंगे।

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for 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.

घ. विदेशी मूल का बोली लगानेवाला(ले)/संविदाकार(गण) भारत में एजेंटों / प्रतिनिधियों के, यदि कोई हों, नाम और पते का प्रकटीकरण करेगा/करेंगे। इसी प्रकार भारतीय राष्ट्रीयताप्राप्त बोलीलगानेवाला(ले) संविदाकार(गण) विदेशी प्रिंसिपल के,यदि कोई हों, नाम और पते प्रस्तुत करेगा/करेंगे। बोली लगानेवाले(लों)/संविदाकार(रों) द्वारा "विदेशी आपूर्तिकर्ताओं के भारतीय एजेंट से संबंधित दिशानिर्देश" में यथा उल्लिखित अतिरिक्त ब्योरे का प्रकटीकरण किया जाएगा। इसके अतिरिक्त, दिशानिर्देशों में यथाउल्लिखित भारतीय एजेंट / प्रतिनिधि को किए गए सभी भुगतान भारतीय रुपए में ही होंगे। "विदेशी आपूर्तिकर्ता के भारतीय एजेंट से संबंधित दिशानिर्देश" की प्रतिलिपि अनुलग्नक-क के रूप में संलग्न और चिह्नित की गई है।

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

ड. बोली लगानेवाला/(ले)/संविदाकार(गण) अपनी बोली प्रस्तुत करते समय संविदा अधिनिर्णीत किए जाने के संबंध में ऐसे सभी भुगतान का प्रकटीकरण करेगा /करेंगे जो उन्होंने एजेंटों,दलालों या किन्हीं अन्य बिचौलियों को किया है, करने के लिए प्रतिबद्ध हैं या करने का इरादा रखते हैं।

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). बोली लगानेवाला(ले)/संविदाकार(गण) अन्य व्यक्तियों को उपरिलिखित अपराध करने के लिए नहीं उकसाएगा/ उकसाएंगे या ऐसे अपराध करने में सहायक नहीं होगा/होंगे।

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

खंड / Section- 3-निविदा प्रक्रिया से निरहता और भविष्य की संविदाओं से अपवर्जन

Disqualification from tender process and exclusion from future Contracts

यदि अधिनिर्णय के पूर्व या कार्यनिष्पादन के दौरान बोली लगानेवाला(ले) / संविदाकार(गण) उपर्युक्त खंड-2 के अतिक्रमण के जरिए या किसी अन्य रूप में, यथा अपनी संबंधित विश्वस्तता या विश्वसनीयता भंग करता है/करते हैं तो प्रिंसिपल निविदा प्रक्रिया से बोली लगानेवाला(ले) / संविदाकार(गण) को निरहित करने या जैसा उपयुक्त समझे, वैसी कार्रवाई करने का हकदार है।

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

खंड / Section 4 - नुकसानी के लिए प्रतिकर / Compensation for damages

(1) यदि प्रिंसिपल ने बोली लगानेवाले(लों) को खंड 3 के अनुसार अधिनिर्णय से पहले निविदा प्रक्रिया से निरहित कर दिया है तो प्रिंसिपल बयाना जमाराशि /बोली प्रतिभूति के बराबर राशि की मांग करने एवं नुकसानी की वसूली करने का हकदार है।

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.

(2) यदि खंड 3 के अनुसार प्रिंसिपल ने संविदा का पर्यवसान कर दिया है या यदि खंड 3 के अनुसार प्रिंसिपल संविदा का पर्यवसान करने का हकदार है तो प्रिंसिपल संविदाकार से संविदा मूल्य की परिनिर्धारित नुकसानी या निष्पादन बैंक गारंटी के बराबर राशि की मांग करने एवं वसूल करने का हकदार होगा ।

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

खंड/Section- 5 पूर्वतन अतिक्रमण/Previous transgression

(1) बोली लगानेवाला यह घोषित करता है कि सत्यनिष्ठा समझौते पर हस्ताक्षर करने की तारीख से पिछले 3 वर्षों में भ्रष्टाचार विरोधी दृष्टिकोण के समनुरूप किसी देश में किसी अन्य कंपनी या भारत में किसी अन्य सार्वजनिक क्षेत्र के उपक्रम / उद्यम, महापत्तन, सरकारी विभागों के साथ कोई पूर्व अतिक्रमण नहीं हुआ है जो निविदा प्रक्रिया से उसके बहिष्कार को सही साबित कर सकता है।

The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.

(2) यदि बोली लगानेवाला इस विषय पर गलत विवरण देता है, तो उसे निविदा प्रक्रिया से निरहित किया जा सकता है या उसपर ऐसी कार्रवाई की जा सकती है जो उचित समझी जाए।

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

खंड/Section 6- सभी बोली लगानेवालों/संविदाकारों/उप-संविदाकारों के साथ समान व्यवहार
Equal treatment of all Bidders/Contractors/Sub-Contractors

(1) बोली लगानेवाला(ले)/ संविदाकार(गण) सभी उप-संविदाकारों से इस सत्यनिष्ठा समझौते के अनुरूप वचनबद्धता की मांग करने और संविदा हस्ताक्षरित करने से पहले प्रिंसिपल के समक्ष उसे प्रस्तुत करने का वचनबंध करता है/करते हैं।

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) प्रिंसिपल सभी बोली लगानेवालों, संविदाकारों और उप-संविदाकारों के साथ इसी तरह की समान शर्तों पर करार करेगा ।

The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) प्रिंसिपल ऐसे सभी बोली लगानेवालों को निविदा प्रक्रिया से निरहित करेगा जो इस समझौते पर हस्ताक्षर नहीं करते हैं या इसके प्रावधानों का अतिक्रमण करते हैं।

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

खंड/Section 7- अतिक्रमणकर्ता बोली लगानेवाले(लों)/संविदाकार(रों)/उप-संविदाकार(रों)
के विरुद्ध अन्य विधिक कार्रवाई

Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

इस सत्यनिष्ठा समझौते में अनुबद्ध कार्रवाई ऐसी किसी अन्य विधिक कार्रवाई पर प्रतिकूल प्रभाव डाले बिना है जो किसी सिविल या दांडिक कार्यवाही से संबंधित प्रवृत्त वर्तमान विधि के उपबंधों के अनुसार की जा सकती है।

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

खंड/Section 8 - स्वतंत्र बाहरी मॉनीटर (आईईएम) की भूमिका

Role of Independent External Monitor(IEM):

(क) मॉनीटरों का कार्य स्वतंत्र और निष्पक्ष रूप से इस बात की समीक्षा करना होगा कि यदि पक्षकार इस समझौते के अधीन बाध्यताओं का पालन करते हैं तो किस सीमा तक।

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(ख) मॉनीटर पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे अपना कार्य निष्पक्ष और स्वतंत्र रूप से करेंगे।

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(ग) दोनों पक्षकार स्वीकार करते हैं कि मॉनीटर के पास संविदा से संबंधित सभी दस्तावेजों तक पहुँच का अधिकार है।

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(घ) जैसे ही मॉनीटर यह देखता है या उसके पास यह विश्वास करने का कारण होता है कि इस समझौते का अतिक्रमण हुआ है तो वह उसकी सूचना प्रिंसिपल द्वारा नामनिर्दिष्ट प्राधिकारी एवं कोलकाता पत्तन न्यास के मुख्य सतर्कता अधिकारी को देगा ।

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.

(ङ) **बोली लगानेवाला(ले)/संविदाकार(गण)** स्वीकार करता है/करते हैं कि मॉनीटर को **बोली लगानेवाले/संविदाकार** द्वारा उपलब्ध कराए गए दस्तावेजों सहित **प्रिंसिपल** के सभी संविदा दस्तावेजों तक निर्बंधन के बिना पहुँच का अधिकार है। **बोली लगानेवाला/संविदाकार** मॉनीटर को भी उसके अनुरोध और वैध हित के प्रदर्शन पर अपनी संविदा दस्तावेज तक, यदि कोई हो, अनिर्बंधित और अशर्त पहुँच की स्वीकृति देगा। यह उप-ठेकेदारों के लिए भी लागू है। मॉनीटर, बोली लगानेवाले/संविदाकार/उप-संविदाकार (रों) की जानकारी और दस्तावेजों की गोपनीयता मानने के लिए संविदागत दायित्व के अधीन होगा।

(e) The BIDDER/ 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/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(च) प्रिंसिपल/नियोक्ता पक्षकारों के बीच होनेवाली संविदा से संबंधित सभी बैठकों के बारे में मॉनीटर को पर्याप्त जानकारी प्रदान करेगा, बशर्ते ऐसी बैठकों का प्रभाव प्रिंसिपल और संविदाकार के बीच संविदागत संबंधों पर पड़े। पक्षकार मॉनीटर को ऐसी बैठकों में भाग लेने का विकल्प प्रदान करते हैं।

(f) The Principal/ Employer 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.

(छ) मॉनीटर प्रिंसिपल/नियोक्ता/बोली लगानेवाले/संविदाकार द्वारा उसे दिए गए निर्देश या सूचना की तारीख से 8 से 10 सप्ताह के भीतर प्रिंसिपल/नियोक्ता/ कोलकाता पत्तन न्यास के मुख्य सतर्कता अधिकारी द्वारा नामनिर्दिष्ट प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेगा और प्रयोजन होने पर समस्यात्मक स्थिति को सुधारने के लिए प्रस्ताव प्रस्तुत करेगा। **बोली लगानेवाला/संविदाकार** इस समझौते के प्रयोजनार्थ नियुक्त स्वतंत्र बाहरी मॉनीटर(रों) से संपर्क कर सकता है।

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(ज) जैसे ही मॉनीटर को इस इस करार का अतिक्रमण दिखाई देता है या दिखाई देने का विश्वास होता है, वह प्रिंसिपल के प्रबंधन को उसकी सूचना देगा और प्रबंधन से समाप्त करने या सुधारात्मक कार्रवाई करने या अन्य सुसंगत कार्रवाई करने का अनुरोध करेगा। इस संबंध में मॉनीटर गैर-बाध्यकारी सिफारिशें प्रस्तुत कर सकता है। इससे परे, मॉनीटर को पक्षकारों से यह मांग करने का कोई अधिकार नहीं है कि वे किसी विशेष तरीके से कार्य करें, कार्रवाई से विरत रहें या कार्रवाई होने दें।

(h) 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 to take corrective action, 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.

(झ) यदि मॉनीटर ने सुसंगत आईपीसी/पीसीए के अधीन किसी अपराध के प्रमाणित संदेह के बारे में प्रिंसिपल को रिपोर्ट की है और प्रिंसिपल/नियोक्ता ने युक्तियुक्त समय के भीतर ऐसे अपराध के विरुद्ध अग्रसर होने के लिए कोई प्रत्यक्ष कार्रवाई नहीं की है या मुख्य सतर्कता अधिकारी को रिपोर्ट नहीं की है, तो मॉनीटर यह जानकारी सीधे केंद्रीय सतर्कता आयुक्त, भारत सरकार के पास भेज सकता है।

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(ज) 'मॉनीटर' शब्द में एकवचन और बहुवचन दोनों शामिल होंगे

(j) The word 'Monitor' would include both singular and plural.

खंड/Section 9 - अन्वेषण की सुविधा/Facilitation of Investigation:

इस समझौते के किन्हीं प्रावधान या कमीशन के भुगतान के अतिक्रमण के किसी आरोप के मामले में प्रिंसिपल/नियोक्ता या उसके अभिकरण बोली लगानेवाले/संविदाकार की लेखा-बहियों सहित उनके सभी दस्तावेजों की जांच करने के हकदार होंगे तथा **बोली लगानेवाला/संविदाकार** आवश्यक जानकारी और दस्तावेज **अंग्रेजी में** उपलब्ध कराएगा एवं ऐसी जांच के प्रयोजनार्थ सभी संभव सहायता करेगा ।

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

खंड/Section 10 - समझौते की अवधि/Pact Duration:

यह समझौता तब शुरू होता है जब दोनों पक्षकार विधिक रूप से इसे हस्ताक्षरित करते हैं और इसका विस्तार 2 वर्ष तक या वारंटी अवधि सहित संविदा के पूर्ण निष्पादन तक, इनमें से जो भी बाद में हो, होगा। यदि बोली लगानेवाला/संविदाकार असफल रहता है, तो यह सत्यनिष्ठा समझौता संविदा हस्ताक्षरित किए जाने की तारीख से 6 महीने के बाद समाप्त हो जाएगा।

The pact beings with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

यदि इस समय के दौरान कोई दावा किया जाता है/दायर किया जाता है, तो वह तबतक बाध्यकारी होगा और यथा ऊपर निर्दिष्ट इस समझौते के व्यपगत होने के बावजूद वैध बना रहेगा जबतक कि इसे केओपीटी के अध्यक्ष द्वारा खारिज/अवधारित नहीं किया जाता है /

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 above, unless it is discharged/determined by Chairman, KoPT.

खंड/Section 11 - अन्य प्रावधान /Other Provisions:

(1) यह करार भारतीय विधि के अध्याधीन है। कार्यनिष्पादन और अधिकारिता का स्थान कोलकाता में प्रिंसिपल का रजिस्ट्रीकृत कार्यालय है।

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) परिवर्तन और पूरक एवं समाप्ति की नोटिस लिखित रूप में अंग्रेजी में तैयार किया जाना अपेक्षित है।

Changes and supplements as well as termination notices need to be made in writing in English.

(3) यदि संविदाकार कोई भागीदारी फर्म या सहायता संघ है, तो यह समझौता सभी भागीदारों या सहायता संघ के सदस्यों द्वारा हस्ताक्षरित होना चाहिए।

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) यदि इस करार के एक या कई प्रावधान अवैध हो जाते हैं, तो इस करार का शेष वैध रहता है। ऐसे मामले में, पक्षकार अपने मूल आशय के प्रति एक समझौता करने का प्रयास करेंगे।

Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(प्रिंसिपल के लिए और उसकी ओर से)	(बोली लगानेवाले/संविदाकार के लिए और उसकी ओर से)
(For & on behalf of the Principal)	(For & on behalf of Bidder/Contractor)

(कार्यालय की मुहर)
(Office Seal)

(कार्यालय की मुहर)
(Office Seal)

स्थान/Place :

दिनांक/Date :

साक्षी/Witness 1:

(नाम और पता)
(Name & Address)

.....

.....

साक्षी/Witness 2:

(नाम और पता)
(Name & Address)

.....

.....

अनुबंध-क/ANNEXURE-A

विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों के लिए दिशानिर्देश

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 सभी निविदाओं के लिए विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों का अनिवार्य रजिस्ट्रीकरण होगा। जो एजेंट केओपीटी के साथ रजिस्ट्रीकृत नहीं है वह विहित आवेदन-फार्म में रजिस्ट्रीकरण के लिए आवेदन करेगा।

There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.

1.2 केओपीटी द्वारा आदेश दिए जाने के पूर्व रजिस्ट्रीकृत एजेंट प्रिंसिपल द्वारा प्रदत्त ऐसे प्रमाणपत्र की एक प्रमाणित फोटोस्टैट प्रति (नोटरी पब्लिक द्वारा सम्यक् रूप से प्रमाणित)/मूल प्रति फाइल करेगा जो एजेंसी करार की पुष्टि करता हो एवं एजेंट द्वारा उपभोग की जानेवाली हैसियत उसे प्रदान करता हो तथा प्रिंसिपल द्वारा एजेंट को प्रदान किए जानेवाले कमीशन/पारिश्रमिक/ वेतन/प्रतिधारण-शुल्क की पुष्टि करता हो ।

Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.

1.3 जहां भारतीय प्रतिनिधि अपने प्रिंसिपल की ओर से सूचित करता है और विदेशी पार्टियां यह कथित करती हैं कि वे भारतीय एजेंटों को कोई कमीशन नहीं दे रही हैं एवं भारतीय प्रतिनिधि वेतन के आधार पर या प्रतिधारक के रूप में कार्य कर रहा है तो आदेश को अंतिम रूप देने के पूर्व पक्षकार(यानी प्रिंसिपल) द्वारा इस आशय का एक लिखित घोषणा-पत्र प्रस्तुत किया जाना चाहिए।

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 भारत में एजेंटों / प्रतिनिधियों के विवरण का, यदि कोई हो, प्रकटीकरण

DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

2.1 विदेशी राष्ट्रियता के निविदाकर्ता अपने प्रस्ताव में निम्नलिखित विवरण प्रस्तुत करेंगे:

Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 भारत में एजेंटों / प्रतिनिधियों के,यदि कोई हों, नाम और पते तथा प्रिंसिपल के साथ अभिबंधन के लिए दिए गए प्राधिकरण और प्राधिकार की सीमा । यदि एजेंट / प्रतिनिधि कोई विदेशी कंपनी हो, तो यह पुष्टि की जाए कि वह वास्तविक सारवान कंपनी है और उसके ब्योरे प्रस्तुत किए जाएँ।

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 भारत में ऐसे एजेंटों/प्रतिनिधियों के लिए उत्कथित मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 निविदाकर्ता का इस आशय का पुष्टीकरण कि भारत में उसके एजेंटों/प्रतिनिधियों को देय कमीशन/पारिश्रमिक का, यदि कोई हो, भुगतान केओपीटी द्वारा केवल भारतीय रुपयों में किया जाए ।

Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.

2.2 भारतीय राष्ट्रीयता के निविदाकर्ता अपने प्रस्तावों में निम्नलिखित विवरण प्रस्तुत करेंगे:

Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 विदेशी प्रिंसिपल की राष्ट्रीयता और उनकी स्थिति निर्दिष्ट करते हुए यानी क्या वे प्रिंसिपल का प्राधिकार-पत्र धारण करनेवाले निर्माता या निर्माता के एजेंट हैं जिसके द्वारा एजेंट को सीधे या एजेंटों/प्रतिनिधियों के जरिए भारत में निविदा के प्रत्युत्तर में प्रस्ताव प्रस्तुत करने के लिए विशेष रूप से प्राधिकृत किया गया है, उनके नाम और पते ।

The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 निविदाकर्ता द्वारा स्वयं के लिए उत्कथित मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 निविदाकर्ता के विदेशी प्रिंसिपल का इस आशय का पुष्टीकरण कि उत्कथित मूल्य में निविदाकर्ता के लिए आरक्षित कमीशन /पारिश्रमिक का, यदि कोई हो, भुगतान भारत में केओपीटी द्वारा समतुल्य भारतीय रुपये में किया जाए।

Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.

2.3 किसी भी मामले में, संविदा को कार्यान्वित किए जाने की स्थिति में, भुगतान की शर्तों में संविदा के अधीन बाध्यताओं से मुक्ति के बाद 90 दिन की समाप्ति पर भारत में एजेंटों/प्रतिनिधियों को भारतीय रुपये में देय कमीशन/ पारिश्रमिक के, यदि कोई हो, भुगतान का प्रावधान रहेगा ।

In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 उपर्युक्त पैरा 2.0 में यथापेक्षित सही और विस्तृत जानकारी प्रस्तुत करने में चूक करने से संबंधित निविदा अस्वीकृति के लिए दायी होगी या किसी संविदा के कार्यान्वयन की दशा में वह केओपीटी द्वारा पर्यवसान के लिए दायी होगी। इसके अलावा केओपीटी के साथ कारबार संबंधी लेन-देन पर पाबंदी लगाने के लिए शास्ति या नुकसानी होगी या कथित राशि का भुगतान करना होगा।

Failure to furnish correct and detailed information as called for in paragraph- 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

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