TENDER NO. : SMPA/KDS/CIV/T/3040/17

DATE 12.05.2026

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Erstwhile KOLKATA PORT TRUST)
(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS,GOVERNMENT OF INDIA)
KOLKATA DOCK SYSTEM

कार्य का नाम – पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

NAME OF WORK -CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

CIVIL ENGINEERING DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SHORT TENDER NOTICE

E-Tender under one Cover system (Techno-Commercial Bid and Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

Details of the Tender & Tender Documents are available in website (https://smportkolkata.shipping.gov.in/) and have to participate in bidding process through the website https://eprocure.gov.in/eprocure/app only. Interested bidders may contact at a.bagchi@smportkolkata.shipping.gov.in and s.nandy@smportkolkata.shipping.gov.in

WORK OVERVIEW

Name of work	Civil Petty Miscellaneous repairing work at various location under Kolkata Section excluding PWBB, Roychawk, Akra, Moyapur & Berhampore.
E-Tender No	**SMPA/KDS/CIV/T/3040/17**
Estimated Cost	₹ 82,34,427.90 (Rupees Eighty Two Lakh Thirty Four Thousand Four Hundred Twenty Seven & Paise Ninety Only.)
Earnest Money Deposit	₹ 1,64,689.00 (Rupees One Lakh Sixty Four Thousand Six Hundred Eighty Nine and zero paisa Only.)
Time Of Completion	**365 Days**
Last date of submission of e-tender	04.06.2026 (upto 15:00 hrs)
Date of Opening of Tender	**05.06.2026** (upto 15:00 hrs) (Techno-Commercial Bid and price bid only)

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

The intending bidder must have successfully completed similar work like "General Civil Engineering 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: -

(i) 03 (Three) completed works each costing# not less than 40 % of the estimated cost put to tender (without GST). Or

(ii) 02 (Two) completed works each costing# not less than 50 % of the estimated cost put to tender (without GST). Or

(iii) 01 (One) completed work costing# not less than 80 % of the estimated cost put to tender (without GST).

The Average Annual Financial Turnover# of the bidding firm during the last three years, ending on 31-03-2025, should be at least 30 % of the estimated cost put to tender (without GST).

The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.

Work experience as a sub-contractor shall be considered if the credential is certified by the owner of the project.

 # Figures without GST.

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NOTICE INVITING TENDER

E-tender is invited from reliable, Bonafide & experienced agency with required experience as per prequalification criteria stipulated in tender document for "**CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.**" as per bill of quantities the bid document may be seen from the CPP portal https://eprocure.gov.in/eprocure/app corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. The tender is also published on SMPA website (https://smp.smportkolkata.in/smpk/en/).

SCHEDULE OF TENDER (SOT)

A. TENDER NO. निविदा संख्या	**SMPA/KDS/CIV/T/3040/17 DATE 12.05.2026**
B. MODE OF TENDER निविदा का तरीका	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app/ and SMPA website(https://smp.smportkolkata.in/smpk/en/). 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) ESTIMATED COST OF THE WORK अनुमानित लाग त कार्य	₹82,34,427.90 (Rupees Eighty Two Lakh Thirty Four Thousand Four Hundred Twenty Seven & Paise Ninety Only.)
II) EARNEST MONEY DEPOSIT बयाना राशि	₹1,64,689.00 (Rupees One Lakh Sixty Four Thousand Six Hundred Eighty Nine and zero paisa Only.) otherwise their offer will be summarily rejected (unless exempted). The Bid Security (EMD) may be accepted in the form of Insurance Surety Bond/ A/c payee DD/FD receipt/Banker's Cheque / Bank Guarantee from any of the commercial banks / online payment in an acceptable mode, copies of which should be uploaded.
III) TENDER DOCUMENT FEE (NONREFUNDABLE) निविदा दस्तावेज शुल्क (अप्रतिदेय)	The intending bidders should submit the tender cost of ₹1770/- (Rupees One Thousand Seven Hundred and Seventy only) including GST@18% otherwise their offer will be summarily rejected (unless exempted).
IV) PAYMENT MODE FOR TENDER DOCUMENT FEE & EMD भुगतान का तरीका	As per cl. 2, page no.12 payable through **Insurance Surety Bond/** BC/DD / RTGS / NEFT / Bank Transfer etc.,) to be made at- A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch EXEMPTION to submission of Tender Cost and EMD would be applicable as detailed hereafter.

D. DATE OF NIT AVAILABLE TO PARTIES TO DOWNLOAD पार्टियों कोडाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	**12.05.2026 TO (UP TO 14:00 HRS.)**
E. PRE – BID MEETING DATE &TIMEप्री-बिड मीटिंग की तारीख और समय	**NO PRE-BID**
F. LAST DATE OF SUBMISSION OF RECEIPT OF EMD & TENDER DOCUMENT FEE AT SMPA पोर्ट, कोलकाता में ईएमडी और निविदा दस्तावेज शुल्क जमा करने की अंतिम तिथि	**04.06.2026 (UP TO 15:00 HRS.)**
G. DATE OF OF E-TENDER FOR SUBMISSION OF ONLINE TECHNO-COMMERCIAL BID AND PRICE BID AT CPP PORTALके लिए ईनिविदा शुरू होने की तिथि- सीपीपी पोर्टल परऑनलाइन टेक्नो-कमर्शियल बिड और प्राइस बिड जमा करना	14.05.2026 (From 14:00 hours onwards)
H. DATE OF CLOSING OF ONLINE E-TENDER FOR SUBMISSION OF TECHNO-COMMERCIAL BID & PRICEBID.तकनीकी-वाणिज्यिकबोलीऔरमूल्यबोलीजमाकरनेकेलिएऑनलाइनसीपीपीपोर्टलबंदकरनेकीतिथि	04.06.2026 (Up to 15:00 hrs)
I. DATE & TIME OF OPENING OF TECHNO-COMMERCIAL BID.तकनीकी-वाणिज्यिक बोली और मूल्य बोली खोलने की तिथि और समय।	05.06.2026 (after 15:00 hrs.)

NOTE: IN THE EVENT OF ANY UNFORESEEN CLOSURE OF WORK / HOLIDAY ON LAST DUE DATE OF SUBMISSION / OPENING OF TENDER, THE DATE WILL BE AUTO EXTENDEED ON THE NEXT WORKING DAY WITHOUT ANY FURTHER NOTICE.

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	Annexure F
(Document consisting Annexure A to Annexure D	
To be treated as Techno Commercial Part)	
Price Bid (Financial Part)	Annexure E
(Both the Techno Commercial Part &	
Financial Part will be uploaded separately & will be available both in the SMPA website &CPP Portal)	
General Conditions of Contract	

ANNEXURE-A

Bidders are requested to use internet Browsers Firefox and Java 8(versions as per CPP Portal). Further, bidders are requested to go through the following information and instructions available on the CPP Portal https://eprocure.gov.in/eprocure/app and SMPA website (https://smp.smportkolkata.in/smpk/en/) before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. A. Bagchi, Dy Chief Engineer –IV
2. Swarup Nandy, Executive Engineer
   - Phone no. 03371012457, 03371012224
   - e-mail :- a.bagchi@smportkolkata.shipping.gov.in and s.nandy@smportkolkata.shipping.gov.in

Contact (CPP Portal):

Central helpline e mail IDs: - support.etender@nic.in, cppp-nic@nic.in
WB helpline e mail IDs: - helpdesk.eproc-wb@nic.in, helpdesk2.eproc-wb@nic.in.

IMPORTANT INSTRUCTIONS FOR E-TENDER

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.	SMPA 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 with the said document, GCC, Corrigendum and Addenda. 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 CPP Portal.

ANNEXURE-B COMMERCIAL TERMS & CONDITIONS

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Office of the Chief Engineer,
6 Strand Road, Kolkata – 700001

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.	EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document
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.	SCOPE OF WORK : 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 SMPA. 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. Board of SMPA' 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 Board of SMPA are not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
10.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
11.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
12.	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/Superintending Engineer (KOL) or his authorized representative at his office at 51, C.G.R. Road, Kolkata 700043 in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
13.	VALIDITY: The tender shall remain open for acceptance for a period of 120 Days 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 Board of SMPA and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board of SMPA / sanctioning Authority.
14.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive, if it :
i.	Is not accompanied by requisite earnest money /valid NSIC Registration Certificate /MSME Registration Certificate.
ii.	Is not accompanied by requisite 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.
	c) 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.	Performance Guarantee: As per tender document.
16.	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Board of SMPA, the Security Deposit may be forfeited and the order be cancelled at the option of the Board of SMPA' apart from other actions.
17.	PRICES: As per BOQ given in the tender document.
18.	The bidder shall quote his price as per the Bill of Quantities in the Price bid
19.	Orders may be placed in full/part to the lowest bidder.
20.	Price(s) to be quoted should remain firm over the contract period.
21.	The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
22.	EVALUATION CRITERIA: As per relevant clause of Tender document.
23.	PAYMENT: As per Tender document.
24.	Location: As per Tender document.
25.	Time of Completion: As per Tender document.
26.	Work is to be carried out as per terms & condition of the contract document.
27.	Price adjustment clause: As per Tender document.
28.	Technical capacity: As stipulated in Tender document.
29.	Financial capacity: As stipulated in Tender document.
30.	DOCK PERMITS: As per tender document.
31.	The bidder may offer a Bank Guarantee in the Board of SMPA' specified pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Earnest Money /Security Deposit beyond Rupees 10 (Ten) lakhs.

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

ANNEXURE-C

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT

6 स्ट्रैंडरोड, कोलकाता– 700001
6 Strand Road, Kolkata – 700001

NIT No.: SMPA/KDS/CIV/T/3040/17 Date 12.05.2026
NOTE: Last Date of Download of tender document : 04.06.2026 (up to 14.00 hours)

Tender is due for submission by 15.00 hours On 04.06.2026

TECHNO COMMERCIAL BID

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कार्य का नाम– पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

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Name of Work – CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

...

SHORT TENDER NOTICE -

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

NAME OF WORK कार्य का नाम	CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.
NIT NOनिविदा संख्या	**SMPA/KDS/CIV/T/3040/17**
ESTIMATED COSTअनुमानित लागत	₹82,34,427.90 (Rupees Twenty Six Lakh Fifty Five Thousand Five Hundred Eighty Five & Forty Three Paise Only.)
PERIOD OF EXECUTIONनिष्पादन की अवधि	365 Days
EMD (EARNEST MONEY DEPOSIT) बयाना राशि	The intending firms would require to submit an EMD of ₹1,64,689.00 (Rupees One Lakh Sixty Four Thousand Six Hundred Eighty Nine and zero paisa Only.)
PERIOD OF DOWNLOAD OF E-TENDER (BOTH DAYS INCLUSIVE)पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	12.05.2026 to 04.06.2026 (Upto 14:00 HRS.) (Bid document will be available on website https://eprocure.gov.in/eprocure/app and SMPA website (https://smp.smportkolkata.in/smpk/en/). Bidders will have to participate in bidding process through website https://eprocure.gov.in/eprocure/app/) only.
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT प्री-बिड मीटिंग की तारीख और समय	NO PRE-BID MEETING
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF THE TENDERई-निविदा जमा करने और निविदा खोलने कीअंतिम तिथि	Submission on 04.06.2026 Up to 15:00 hrs. Opening on 05.06.2026 after 15:00 hrs.(Techno-Commercial Bid only)
COST OF TENDER DOCUMENT(NON-REFUNDABLE) निविदा दस्तावेज शुल्क)अप्रतिदेय	₹1770/- (Rupees One Thousand Seven Hundred and Seventy only)
CONTACT PERSON.	As per Annexure-A

INSTRUCTIONS TO BIDDER

Civil Petty Miscellaneous repairing work at various location under Kolkata Section excluding PWBB, Roychawk, Akra, Moyapur & Berhampore.

1. 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 (KOL) on any working day before quoting for the tender.

2. Earnest money and cost of tender paper, if paid physically, are to be deposited at the office of Chief Engineer at 6, Strand Road, Fairlie Ware House, Kolkata700001 by vendors/contractors through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. On any scheduled/nationalized Bank, in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata, or may be transferred online through NEFT/RTGS within last date of submission 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 Earnest Money and cost of tender paper will be liable for rejection.

3. MODE OF SUBMISSION OF BID :

3.1All 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 F)

i. PAN card.

ii. Valid GST registration certificate.

iii. Cost of tender and Earnest Money Deposit through (a) Insurance Surety Bond / A/c payee DD / FD receipt / Banker's Cheque / Bank Guarantee from any of the commercial banks / online payment in an acceptable mode or (b) exemption of cost of tender and EMD with valid MSME / UDYAM/ NSIC certificate.

iv. Valid Trade License (applicable for type of work).If this is not applicable, the bidder must submit an acceptable document in this regard.

v. Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit an acceptable document in this regard.

vi. Copy of EPF Registration Certificate.

vii. Copy of ESI Registration Certificate.

viii. Details of the firm as per Schedule-O of the tender document duly filled up.

ix. 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.

x. Last three years Balance sheet and Profit &Loss account in support of Annual Financial turnover (i.e. 2022-2023, 2023-2024 and 2024-2025).The same should be audited as per relevant norms wherever required.

xi. A list of technically qualified and skilled persons would be engaged to supervise and execute the work.

xii. All undertakings as per Annexure-D-1.

xiii. 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) of the tender document, in EXCEL format.

xiv. The "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

xv. "Power Of Attorney duly notarized" (not required if the proprietor submits the tender himself).

xvi. **TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate**.

xvii. Bidders would be required to submit / upload an additional document, Annexure – F (as a duly filled up form) clearly mentioning the file name (in .pdf format) wherein the required documents as per NIT have been submitted / uploaded (mentioning page numbers if the file is of more than 20 pages). In case there is an error in filling up the form and no subsequent intimation is received from the bidder in this regard after opening of tender within 7 (Seven) days, request for re-evaluation shall not be considered. <u>If more than three credentials regarding experience part of PQ criteria of NIT is uploaded, only the first three appearing serially shall only be considered for evaluation.</u>

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

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

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

4. **SECURITY DEPOSIT:-**

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

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

5. **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. **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 of the e-Tender document.

7. **VALIDITY OF OFFER:-**

The e-tender shall remain valid for a period of **120 Days** 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 Board of SMPA and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board of SMPA/ Sanctioning Authority/Engineer.

8. **DETAILED SCRUTINY OF E-TENDERERS :**

8.1 During the course of examination 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. During techno-Commercial Evaluation, i.e. evaluation of tender, an offer shall be considered non-responsive in case it:-

(i) Is not accompanied by requisite Earnest Money /NSIC /MSME Registration certificate.

(ii) Is not accompanied by requisite Tender paper cost /NSIC /MSME Registration certificate.

(iii) validity of the offer is less than tender stipulation,

(iv) Does not meet the Qualification Criteria as stipulated in the NIT.

(v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the 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 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 or MSME(under single point registration scheme for the work category conforming to the PQ criteria of the NIT) are exempted from depositing Cost of Tender Document and Earnest Money provided they are registered for the category of work conforming to the PQ criteria of NIT.

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, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.

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

12. EVALUATION CRITERIA:-

12.1 During evaluation, the date of opening of tender as per NIT shall imply opening of both techno-commercial bid and price bid on that date. After opening of bids, evaluation of techno-commercial part of the bidder quoting L1 price shall be done first, and if the bidder techno-commercially qualifies, techno-commercial evaluation of other bids shall not be done. If L1 bidder is found to be techno-commercially not qualified , his offer shall not be considered for the purpose of comparative evaluation and then the L2 offer shall be considered for techno-commercial evaluation and the procedure may continue further in the same manner from lowest to highest bidder if so required , till a techno-commercially qualified bidder is found. The price offer of techno-commercially bidder thus selected shall be considered by the Tender Inviting Authority for further process.

13. 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 fulfill all his obligations as required by the Contract.

14. MISCELLANEOUS:

i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the 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 Board of SMPA 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 SMPA 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 SMPA during registration to SMPA 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 reworking in SMPA, but such a declaration is necessary in the interest of Board of SMPA against any possible lapses.

SPECIAL CONDITIONS OF CONTRACT

Name of Work– CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

1. 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. 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. SCOPE OF WORK:

The work comprises of executing miscellaneous civil repairing/maintenance woks as described in the BOQ primarily in the likes of brickwork, RCC, flooring, priming and painting works, wood works including ply partitions, supplying fitting and fixing of door/window hardwares, name plates etc and all other works as per specifications as set forth in the Bill of quantities including all appurtenant works together with additional or varied works, 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.

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

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

(a) Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, Vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.

(b) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done including storage of materials, fencing etc., as well as sequence of construction and all other details as may be required by him.

(c) To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done. The contractor shall ensure to arrange for producing necessary documents, whenever asked for.

(d) The Contractor shall at all times carry out work in a manner creating least interference to the flow of Traffic while consistent with the satisfactory execution of the same. For all works the Contactor shall, in accordance with the direction of the Engineer-in-Charge provide and maintain during the execution of the work, a passage for traffic along a part of the existing carriage way under improvement in addition to putting cautionary notice, as may be required/directed by the Engineer/Police Authority for safety of workers and the users.

(e) The Contractor shall at all times carry out work in a manner creating least interference to existing services.

(f) The contractor shall provide and maintain barricades, signs, lights, and flagman, as necessary, at either end of the Bye-Passes, relocation and at such intermediate points as directed by the Engineer-in-Charge for the proper notification of the contraction area. No extra payment shall be made for such work.

(g) PERSONAL PROTECTIVE EQUIPMENT (PPE): The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions, ensure use all PPEs by workers as may be required or directed and follow all safety precautions for prevention of injury or accidents and safeguarding life and property.

(h) The Contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

4. LOCATION:

The site is located at various location under Kolkata Section**.**

5. ACCESS TO THE SITE:

(a) By Road: Strand Road, J.L.Nehru Road, Red Road.

(b) By Rail: B.B.D Bag.

However, if required, the contractor shall be required to make provision for temporary access to the site of work from the nearest all weather accessible road. However, responsibility of providing right of way if through land not belonging to SMPA, shall be arranged by SMPA.

6. WORK SITE:

The work site is located at various locations under **SE(KOL).** Tenderer must visit the work site or interact with **SE(KOL)** before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer (KOL)** at 6, Fairlie Ware house, Kolkata 700001 to make the site inspection along with his representative.

7. INSPECTION OF SITE:

The Bidder shall contact the Superintending Engineer (KOL) at 6, Fairlie Ware house, Kolkata 700001.

8. TIME OF COMPLETION:

The work to be commenced as per the instructions from the SE (KOL) on receipt of the work order and to be executed as and when directed for a period of **365 Days (**including preliminary time) from the date of placement of work order.

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

10. ACCESSIBILITY FOR CHECKING AND SUPERVISION:

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

11. PROGRAMME AND PROGRESS:

The contractor shall submit a detailed programme of work within 21 [twenty one] 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.

12. 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.

13. MATERIALS:

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. PLANT & CONSTRUCTIONAL EQUIPMENT:

The contractor shall supply his tools, plants and constructional equipment 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, equipment 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, equipment, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition.

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

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.
Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipment 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 –
No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
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.
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.

24. 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.

25. 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 SMPA as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

26. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.
i) Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.
ii) In any case unfiltered river water will not be allowed to be used for any work including curing.

27. 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.

28. 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 labourers.

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.

29. 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 SMPA 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.

30. 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.

31. 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 (Kol) with necessary documents in original. Subject to the availability and feasibility of system, SMPA 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 SMPA.

32. LABOUR, TOOLS & PLANTS:

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

33. ESCALATION / VARIATION ON PRICES:

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

34. 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 statuary 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 SMPA 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.

35. COMPLIANCE WITH E.P.F & M. P. ACT 1952 & 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 (KOL).

36. 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 –

The Minimum Wages Act, 1948.
The Dock Workers (Regulation Of Employment) Act, 1948
The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
The Dock Workers' Safety, Health & Welfare Act , 1986
The Payment of Wages Act, 1936.
The Workmen's Compensation Act, 1923.
The Employees Provident Fund Act, 1952.
The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
The Equal Remuneration Act, 1976.
The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
Child Labour (Prohibition and Regulation) Act, 1986.
The Maternity Benefits Act 1961
Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
Motor Vehicle Act, latest revision.
The payment of Bonus Act,1965.

37. 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 there under 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 SMPA's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.

Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year. The purchase order/ work order shall be void, if at any point of time bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

38. 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.

39. 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 from 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 fulfilment of the contract. The blank proforma of tender documents shall be supplied to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

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

40. CALCUTTA PORT TRUST/KOLKATA PORT TRUST:

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

41. 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.

42. 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.

43. 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 Rates, payment will be made on the basis of those rates including surcharge in force at the time of acceptance of the tender, as the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMPA Schedule of Rates, then 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.

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.

45. 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.

44. 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.

45. 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.

46. 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 SMPA.

47. ERRORS IN THE B.O.Q :

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.

CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

TENDER NO: - SMPA/KDS/CIV/T/3040/17 dated 12.05.2026

PARTICULAR SPECIFICATIONS OF WORK.

The work shall have to be carried out as per Indian Standard Codes of Practice including latest amendments / revisions thereof and sound standard Engineering practices followed for such type of works.

In case of any ambiguity regarding specification of work, the same shall be immediately brought to the notice of Engineer, whose decision in the matter shall be final and binding to both the parties.

ANNEXURE-C(CONT) SCHEDULE – T

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

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

(To be submitted with Offer)

Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in `)	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)			

ANNEXURE-C(CONT) (TO BE SUBMITTED WITH OFFER)

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 `10, 000/- per year :

SCHEDULE 'O' SHEET – 2. (TO BE SUBMITTED WITH OFFER)

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) :	

ANNEXURE-D DOCUMENTS TO BE UPLOADED ALONG WITH TENDER SUBMISSION

Scanned copy of the following documents to be uploaded:-

i. PAN card.

ii) Valid GST registration certificate.

iii) Cost of tender and Earnest Money Deposit through (a) Insurance Surety Bond / A/c payee DD / FD receipt / Banker's Cheque / Bank Guarantee from any of the commercial banks / online payment in an acceptable mode or (b) exemption of cost of tender and EMD with valid MSME / UDYAM/ NSIC certificate.

iv) Valid Trade License (applicable for type of work).If this is not applicable, the bidder must submit an acceptable document in this regard.

v) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit an acceptable document in this regard.

vi) Copy of EPF Registration Certificate.

vii) Copy of ESI Registration Certificate.

viii) Details of the firm as per Schedule-O of the tender document duly filled up.

ix) 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.

x) Last three years Balance sheet and Profit &Loss account in support of Annual Financial turnover (i.e. 2022-2023, 2023-2024 and 2024-2025).The same should be audited as per relevant norms wherever required.

xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work.

xii) All undertakings as per Annexure-D-1.

xiii) 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) of the tender document, in EXCEL format.

xiv) The "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

xv) "Power Of Attorney duly notarized" (not required if the proprietor submits the tender himself).

xvi) **TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate**.

xvii) Bidders would be required to submit / upload an additional document, Annexure – F (as a duly filled up form) clearly mentioning the file name (in .pdf format) wherein the required documents as per NIT have been submitted / uploaded (mentioning page numbers if the file is of more than 20 pages). In case there is an error in filling up the form and no subsequent intimation is received from the bidder in this regard after opening of tender within 7 (Seven) days, request for re-evaluation shall not be considered. <u>If more than three credentials regarding experience part of PQ criteria of NIT is uploaded, only the first three appearing serially shall only be considered for evaluation.</u>

ANNEXURE-D1 [DOCUMENT TO BE DOWNLOADED, FILLED IN ON BIDDER'S LETTERHEAD, SIGNED, SCANNED, SEALED AND UPLOADED]

Ref. No………… Dated:

The Chief Engineer,
Syama Prasad Mookerjee Port, Kolkata,
6, Strand Road, KOL 700001

Sub :- Tender for "**CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.**
[TENDER NO: - SMPA/KDS/CIV/T/3040/17 dated 12.05.2026].

Dear Sir,

1) I/ 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.

2) I / we declare that the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

3) I / we declare that 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.

4) I / we declare that I / we shall deploy competent and sufficient number skilled and / or semi-skilled and / or technical person in the work for successful and satisfactory execution of the work.

5) I / we declare that if our firm is operating from the premises which is situated on land belonging to SMPA, then, we have a valid tenancy agreement with SMPA as on the date of closing of the tender.

Yours faithfully,

Signature of Tenderer……………………………………………………………

Name: …………………………………………..

Designation: ……………………………………

Date : …………………………………………..

Seal of the tenderer…………………………….

ANNEXURE-E

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

CIVIL ENGINEERING DEPARTMENT

6 स्ट्रैंडरोड, कोलकाता– 700001

6, STRAND ROAD, KOLKATA – 700001

NIT NO.: SMPA/KDS/CIV/T/3040/17 DATE 12.05.2026

NOTE: LAST DATE OF DOWNLOAD OF TENDER DOCUMENTS

: 04.06.2026 (UP TO 14-00 HOURS)

TENDER IS DUE FOR SUBMISSION BY 15-00 HOURS

ON 04.06.2026

PRICE BID

कार्य का नाम- पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

****

Name of Work –Civil Petty Miscellaneous repairing work at various location under Kolkata Section excluding PWBB, Roychawk, Akra, Moyapur & Berhampore.

****

ANNEXURE-E(CONT)

E-Tendering for **"CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE."**

PRICE BID

ESTIMATED COST अनुमानित लागत	₹ 82,34,427.90 (Rupees Twenty Six Lakh Fifty Five Thousand Five Hundred Eighty Five & Forty Three Paise Only.)
EMD (Earnest Money Deposit)/Bid Security ईएमडी (बयाना राशि जमा)/बोली सुरक्षा	The intending firms would require to submit an EMD of₹ 1,64,689.00 (Rupees One Lakh Sixty Four Thousand Six Hundred Eighty Nine and zero paisa Only.)
Tender Document fee (Non-refundable) निविदा दस्तावेज शुल्क (अप्रतिदेय)	₹1770/- (Rupees One Thousand Seven Hundred and Seventy only)
PERIOD OF EXECUTION निष्पादन की अवधि	365 Days
PERIOD OF DOWNLOAD OF E-TENDER (BOTH DAYS INCLUSIVE) ई-निविदा के डाउनलोड की अवधि (दोनों दिन सम्मिलित)	12.05.2026 to 04.06.2026 (Upto 14:00 HRS.) Bid document will be available on website https://eprocure.gov.in/eprocure/app) and SMPA website (https://smp.smportkolkata.in/smpk/en/). Bidders will have to participate in bidding process through website **https://eprocure.gov.in/eprocure/app/**only.
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT प्री-बिड मीटिंग और साइट विजिट की तारीख और समय	**NO PRE-BID MEETING**
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF THE TENDERई-निविदा जमा करने और निविदा खोलने कीअंतिम तिथि	Submission on 04.06.2026 Up to 15:00 hrs. Opening on 05.06.2026 after 15:00 hrs. (Techno-Commercial Bid only)

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT

PREAMBLE TO THE BILL OF QUANTITIES

कार्य का नाम– पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

Name of Work – CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

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 familiarize himself with the total scope of work and its mode of execution.

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

ii. 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.

iii. 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.

iv. 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.

v. 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:-

vi. 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.

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

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

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

x. All First Aid, Welfare and safety requirements.

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

xii. Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.

xiii. 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 Board of SMPA.

xiv. 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

..

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT

BILL OF QUANTITIES

कार्यकानाम:-– पीडब्ल्यूबीबी, रॉयचौक, अकरा, मोयापुर और बरहामपुर को छोड़कर कोलकाता अनुभाग के अंतर्गत विभिन्न स्थानों पर सिविल पेटी विविध मरम्मत कार्य के लिए ई-निविदा।

Name of Work- CIVIL PETTY MISCELLANEOUS REPAIRING WORK AT VARIOUS LOCATION UNDER KOLKATA SECTION EXCLUDING PWBB, ROYCHAWK, AKRA, MOYAPUR & BERHAMPORE.

Validate Print Help

Percentage BoQ

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
सिविल इंजीनियरिंग विभाग / Civil Engineering Department
6, स्ट्रैंड रोड (फ़ॉर्ली वेयरहाउस)/6, Strand Road (Fairlie Warehouse, 2nd floor)
कोलकाता - 700 001 /Kolkata - 700 001

Name of Work: Civil Petty Miscellaneous repairing work at various location under Kolkata Section excluding PWBB, Roychawk, Akra, Moyapur & Berhampore.

Contract No: SMPK/KDS/CIV/T/3040/17 DATE: 12.05.2026

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	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, levelling, dressing and ramming the bottom, bailing out water as required complete. Depth of the excavation not exceeding 1500mm.	50.00	per 100 Cum.	11,927.00	5963.50	INR Five Thousand Nine Hundred Sixty Three & Paise Fifty Only
2	Earth work in filling in foundation trenches or plinth with good earth, 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). With earth obtained from excavation of foundation.	10.00	per 100 Cum.	7754.00	775.40	INR Seven Hundred Seventy Five & Paise Forty Only
3	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. In ground floor including roof.	10.00	Cum	447.00	4470.00	INR Four Thousand Four Hundred Seventy & Paise Zero Only
4	Brick work with 1st class bricks in cement mortar (1:6). (b) In superstructure, ground floor.	5.00	Cum	5636.00	28180.00	INR Twenty Eight Thousand One Hundred Eighty & Paise Zero Only
5	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.	25.00	Sqm	736.00	18400.00	INR Eighteen Thousand Four Hundred & Paise Zero Only
6	Brick work with 1st class bricks in cement mortar (1:4). (a) In1st floor,	7.00	Cum	6016.00	42112.00	INR Forty Two Thousand One Hundred Twelve & Paise Zero Only
6.1	2nd floor	7.00	Cum	6127.00	42889.00	INR Forty Two Thousand Eight Hundred Eighty Nine & Paise Zero Only
7	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. In ground floor including roof. upto 150 mm. thick.	30.00	Cum	939.00	28170.00	INR Twenty Eight Thousand One Hundred Seventy & Paise Zero Only
8	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking of steel bars. In ground floor including roof.	15.00	Cum	1956.00	29340.00	INR Twenty Nine Thousand Three Hundred Forty & Paise Zero Only
9	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.	0.80	M.T.	60150.00	48120.00	INR Forty Eight Thousand One Hundred Twenty & Paise Zero Only
9.1	For 1 st floor	0.50	M.T.	60630.00	30315.00	INR Thirty Thousand Three Hundred Fifteen & Paise Zero Only

10	Hire and labour charges for shuttering with centering and necessary staging upto 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 (upto roof of ground floor). (When the height of a particular floor is more than 4 m the equivalent floor height shall be taken as 4 m and extra for works beyond the initial 4 m ht. shall be allowed under 12 (e) for every 4 m or part thereof) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge.	20.00	Sqm	335.00	**6700.00**	INR Six Thousand Seven Hundred & Paise Zero Only
11	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturationwith water, ramming complete including the cost of supply of sand. (payment to bemade onmeasurement of finished quantity)	60.00	per 100 Cum	93621.00	**56172.60**	INR Fifty Six Thousand One Hundred Seventy Two & Paise Sixty Only
12	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	15.00	Sqm	361.00	**5415.00**	INR Five Thousand Four Hundred Fifteen & Paise Zero Only
13	R.C. shelves (1:1.5:3) either precast or cast in situ with stone chips and necessary reinforcement upto 1% (0.8% main and 0.2% distribution bars), shuttering etc. and 10 mm. thick cement plaster (1:4) including neat cement finishing and cutting chase fitting and fixing in position, mending good damages as necessary complete. 50 mm. Thick panels. In ground floor.JSW/JSPL/SHYAM/SRMB/BMASL/ELECROSTEEL/SSL	10.00	Sqm	1131.00	**11310.00**	INR Eleven Thousand Three Hundred Ten & Paise Zero Only
14	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.	950.00	Sqm	19.00	**18050.00**	INR Eighteen Thousand Fifty & Paise Zero Only
15	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. NOTE:Cement 0.152 cu.m per100 sq.m.	50.00	Sqm	34.00	**1700.00**	INR One Thousand Seven Hundred & Paise Zero Only
16	Repairing crack in wall by cement grouting (1 : 2) including widening the crack on the surface (into V section) cleaning and packing the same with cement mortar (1 : 2) and finishing off to match with adjacent surface. (Cement-69 Kg/100 m)	60.00	Per 100 Mtr.	1392.00	**835.20**	INR Eight Hundred Thirty Five & Paise Twenty Only
17	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.	50.00	Sqm	90.00	**4500.00**	INR Four Thousand Five Hundred & Paise Zero Only
18	Applying 2 coats of bonding agent with synthetic multi functional rubber emulsion having adhesive and water proofing properties by mixing with water in proportion (1 bonding agent : 4 water : 6 cement) as per Manufacturer's specification [Cement to be supplied by the Department]	150.00	Sqm	88.00	**13200.00**	INR Thirteen Thousand Two Hundred & Paise Zero Only
19	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.	60.00	Kg	87.00	**5220.00**	INR Five Thousand Two Hundred Twenty & Paise Zero Only
20	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]. 20 mm thick plaster With 1:6 cement mortar. In ground floor.	300.00	Sqm	175.00	**52500.00**	INR Fifty Two Thousand Five Hundred & Paise Zero Only
20.1	In 1st Floor	170.00	Sqm	179.00	**30430.00**	INR Thirty Thousand Four Hundred Thirty & Paise Zero Only
20.2	In 2nd Floor	110.00	Sqm	183.00	**20130.00**	INR Twenty Thousand One Hundred Thirty & Paise Zero Only
20.3	15 mm thick plaster With 1:6 cement mortar. In ground floor.	140.00	Sqm	151.00	**21140.00**	INR Twenty One Thousand One Hundred Forty & Paise Zero Only
20.4	In 1st Floor	70.00	Sqm	155.00	**10850.00**	INR Ten Thousand Eight Hundred Fifty & Paise Zero Only
20.5	2nd floor	50.00	Sqm	159.00	**7950.00**	INR Seven Thousand Nine Hundred Fifty & Paise Zero Only
20.6	10 mm thick plaster With 1:4 cement mortar. In ground floor.	60.00	Sqm	133.00	**7980.00**	INR Seven Thousand Nine Hundred Eighty & Paise Zero Only
20.7	In 1st Floor	30.00	Sqm	137.00	**4110.00**	INR Four Thousand One Hundred Ten & Paise Zero Only

20.8	2nd floor	20.00	Sqm	141.00	**2820.00**	INR Two Thousand Eight Hundred Twenty & Paise Zero Only
21	Dismantling carefully terraced floor only (including floor finish if any) or lime terracing in ground floor roof and removing rubbish as directed within a lead of 75 m. In Ground Floor including roof.	20.00	Sqm	739.00	**14780.00**	INR Fourteen Thousand Seven Hundred Eighty & Paise Zero Only
22	Supplying, fitting & fixing 1st quality Ceramic tiles in walls and floors to match with the existing work & 4 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. 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 upto 0.09 Sq.m. Coloured decorative	100.00	Sqm	755.00	**75500.00**	INR Seventy Five Thousand Five Hundred & Paise Zero Only
22.1	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 upto 0.09 Sq.m Coloured decorative.	70.00	Sqm	757.00	**52990.00**	INR Fifty Two Thousand Nine Hundred Ninety & Paise Zero Only
23	Polishing only of old marble or terrazo work with oxalic acid powder using 33 gms/ sq.m. by manual labour / machine where necessary.	50.00	Sqm	38.00	**1900.00**	INR One Thousand Nine Hundred & Paise Zero Only
24	Rendering the surface of walls and ceiling with white cement based wall putty of approved make and brand(1.5mm thick).	250.00	Sqm	110.00	**27500.00**	INR Twenty Seven Thousand Five Hundred & Paise Zero Only
25	Synthetic Distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothning of surface. Two Coats	100.00	Sqm	68.00	**6800.00**	INR Six Thousand Eight Hundred & Paise Zero Only
25.1	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or cencrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC. (In Ground Floor). One Coat. Water based interior grade Acrylic Primer	500.00	Per 100 Sqm	3080.00	**15400.00**	INR Fifteen Thousand Four Hundred & Paise Zero Only
26	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or cencrete surface old or new surface to receive decorative textured (matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC. In Ground Floor: (a) One Coat	500.00	Per 100 Sqm	3140.00	**15700.00**	INR Fifteen Thousand Seven Hundred & Paise Zero Only
26.1	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) Standard Quality	500.00	Sqm	62.00	**31000.00**	INR Thirty One Thousand & Paise Zero Only
27	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of Engineer-in-Charge 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.	500.00	Sqm	84.00	**42000.00**	INR Forty Two Thousand & Paise Zero Only
28	Washing and cleaning old painted surface and oiling with linseed oil.	175.00	Sqm	7.00	**1225.00**	INR One Thousand Two Hundred Twenty Five & Paise Zero Only
29	Scraping and removing greasy soot from walls or ceiling of kitchen or similar smoke affected rooms and preparing the surface.	50.00	Sqm	11.00	**550.00**	INR Five Hundred Fifty & Paise Zero Only
30	Supplying, fitting and fixing of false ceiling framework with powder coated exposed G.I. grid suspension system (EGrid U-1520 or equivalent load carrying capacity with mid span deflection not exceeding 1/360 span with hanger spacing of 1200mm c/c) consisting of Main Runner 3600 mm long, Cross Tee 1200 mm / 600 mm long and Wall Angle. The Wall Angle shall be fixed on PVC Dash Fasteners on the perimeter of the wall by steel screws with distance 300mm c/c. The Main Runners to be placed @ 1200 mm. The Cross Tee 1200mm will be inserted in the pre-cut slots of Main Runner at a regular interval of 600 mm to form a modular grid of 1200mm X 600mm. Additional Cross Tees of 600 mm shall be placed perpendicular to the Cross Tee 1200 mm long to finally form a grid of 600 mm X 600 mm. Grid of module size 600 mm X 600 mm shall be supported by 6 mm dia G.I. wire from purlins/ soffit all complete as per the drawing & directions of Engineer-in-charge.	200.00	Sqm	467.00	**93400.00**	INR Ninety Three Thousand Four Hundred & Paise Zero Only
31	Supplying ,fitting & fixing Ecofriendly, Moisture Resistant and Incombustable Gypsum plaster board/tiles (Density > 700Kg per Cu.m) conforming to IS 2095- Part 1, 2011 of size 595mm X595mm 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. False ceiling with (ii) 12.5mm thick Square edged Gypsum Plaster Board / tiles	60.00	Sqm	388.00	**23280.00**	INR Twenty Three Thousand Two Hundred Eighty & Paise Zero Only

32	M.F.suspended ceiling made with 12.5mm thick Gypsum plaster board including G.I. perimeter channel of 0.55mm flush (having two flanges 20mm and 30 mm respectively and web 27 mm) along with perimeter of ceiling with G.I. intermediate channel of 0.9 mm thick size 45mmx15mm placed at 750mmc/c with G.I. ceiling angle of size 25mm x 10mm x 0.55mmthick fixed to the ceiling with G.I. Cleat and steel expansion fastener ceiling section 0.55mm thick of size 51.50 mm x 26 mm fixed to the intermediate channels with the help of connecting clip and in the direction of perpendicular to the intermediate channel of 300mm c/c 12.5mm thick Gypsum plastered board are to be fixed under ceiling sectionas above by machine screws.The boards are to be joined and finished with jointing compound, paper tape and application of to pcoat etc. asper thedirection of Engineer-in-charge. (The rate includesof cost of allmaterials including taxes, cost of accessories, fittings and fixtures, scaffolding and labour charges etc. complete) In ground floor	70.00	Sqm	1159.00	**81130.00**	INR Eighty One Thousand One Hundred Thirty & Paise Zero Only
33	Providing and fixing of false ceiling with powder coated exposed G.I. grid suspension system (E-Grid U-1520 or equivalent load carrying capacity with mid span deflection not exceeding 1/360 span with hanger spacing of 1200mm c/c) consisting of Main Runner 3600 mm long, Cross Tee 1200 mm / 600 mm long and Wall Angle. The Wall Angle shall be fixed on PVC Dash Fasteners on the perimeter of the wall by steel screws with distance 300mm c/c. The Main Runners to be placed @ 1200 mm. The Cross Tee 1200mm will be inserted in the pre-cut slots of Main Runner at a regular interval of 600 mm to form a modular grid of 1200mm X 600mm. Additional Cross Tees of 600 mm shall be placed perpendicular to the Cross Tee 1200 mm long to finally form a grid of 600 mm X 600 mm. Grid of module size 600 mm X 600 mm shall be supported by 6 mm dia G.I. wire from purlins / soffit. 15mm thick OW Acoustic Board (Mineral Fiber Acoustic Ceiling Tiles) of approved patern and size 595mm X 595mm with NRC value > 0.65 should be placed in the Grid module to form a False Ceiling. All complete as per the drawing & directions of Engineer-incharge. a) Acoustic False Ceiling (with 15mm thick OW Acoustic Board and E-Grid U- 1520).	80.00	Sqm	1357.00	**108560.00**	INR One Lakh Eight Thousand Five Hundred Sixty & Paise Zero Only
34	Supplying, fitting & fixing OW Acoustic Board (mineral Fibre Acoustic Ceiling Tiles) of approved patern and size595mm X595mm with NRC value > 0.65 should be placed in the Grid module to form a false ceiling all complete as per drawing & direction of Engineer - in- Charge. False ceiling with (i) 15mm thick OW Acoustic Board/Tiles.	80.00	Sqm	727.00	**58160.00**	INR Fifty Eight Thousand One Hundred Sixty & Paise Zero Only
35	Supplying fitting & fixing concealed False ceiling Framework with G.I. Section (perimeter channels having one flange of 20 mm. and another flange of 30 mm. with thickness of 0.55 mm. and web of length 27 mm., along the perimeter of the ceiling, screws fixed to the wall with help of nylon sleeves or PVC dash fastners @ 610 mm c/c. then suspend G.I. intermidiate 'C' section with web 90 mm. and flanges of 15 mm. each from soffit @ 1200 mm c/c with ceiling angle of size 25 mm. X 10 mm. X 0.55 mm. fixed to soffit G.I. Cleat and Steel expansion fasteners. Ceiling section of 0.55 mm. thickness having web of 51.5 mm. and two flanges of 26 mm. each with lips of 10.55 mm., are then fixed on to the intermediate channel with the help of connecting clips in the direction perpendicular to the intermidiate channel @ 610 mm c/c) with fully threaded fiber cement screws @ 300 mm c/c. all complete as per the drawing and direction of Engineer-in-Charge. Section specification :- Perimeter Channel :- 30 mm X 20 mm X 27 mm, thickness 0.55 mm (min), Intermidiate Channel :- 15 mm X 90 mm, thickness 0.90 mm (min), Ceiling Section :- 51.5 mm X 26 mm X 10.55 mm, thickness 0.55 mm (min), Ceiling Angle :- 25 mm X 10 mm, thickness 0.55 mm (min).	150.00	Sqm	351.00	**52650.00**	INR Fifty Two Thousand Six Hundred Fifty & Paise Zero Only
36	Partition of teak veneer [1 mm] as per design fitted and fixed complete (excluding the supporting frame work & necessary teak wood battens): In ground floor. 4mm thick commercial quality.	70.00	Sqm	465.00	**32550.00**	INR Thirty Two Thousand Five Hundred Fifty & Paise Zero Only
37	Provide fit and fix 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 exluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be correted upto three decimals). Sal : Local.	0.70	Cum	77671.00	**54369.70**	INR Fifty Four Thousand Three Hundred Sixty Nine & Paise Seventy Only
38	Labour for taking out door and window frame including shutter for repair or replacement of different parts of the frame & refixing the same including mending good all damaes complete. (Concrete and brick work for mending damage will be paid separately). Upto area 2.5 Sq.m.	50.00	Sqm.	119.00	**5950.00**	INR Five Thousand Nine Hundred Fifty & Paise Zero Only
39	Taking 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 73 will be made once only).	30.00	Sqm	126.00	**3780.00**	INR Three Thousand Seven Hundred Eighty & Paise Zero Only
40	Styles and rails of wooden shutters fitted and fixed complete. (Payment to be made on area of new work only). In Ground Floor: For 25mm. Thick shutter.Sishu, Gamar, Badam,Bhola, Mogra, Hallak.	10.00	Sqm	1755.00	**17550.00**	INR Seventeen Thousand Five Hundred Fifty & Paise Zero Only
40.1	For 35mm. Thick shutter.Sishu, Gamar, Champ,Badam,Bhola, Mogra, Hallak.	8.00	Sqm.	2292.00	**18336.00**	INR Eighteen Thousand Three Hundred Thirty Six & Paise Zero Only

41	Panel (made of single plank) of door and window shutters to design as directed: In Ground Floor (Payment to be made on area of exposed new work). (In case of non-supply of single plank penal rate of reduction to a maximum of 30% will be made). 19 mm thick panel of 30 cm to 45 cm width. Sishu, Gamar, Champ,Badam,Bhola, Mogra, Hallak.	10.00	Sqm.	1164.00	**11640.00**	INR Eleven Thousand Six Hundred Forty & Paise Zero Only
42	Dismantling carefully wood work in posts, postplates, rafters, partition etc., sorting and stacking serviciable materials at site and removing rubbish as directed.	5.00	Cum	278.00	**1390.00**	INR One Thousand Three Hundred Ninety & Paise Zero Only
43	Hydraulic door closer of approved quality as per I.S.I. standard fitted and fixed complete. Heavy type (I.S.I. size 3)	50.00	Each	1665.00	**83250.00**	INR Eighty Three Thousand Two Hundred Fifty & Paise Zero Only
43.1	Medium (I.S.I. size 2).	40.00	Each	1366.00	**54640.00**	INR Fifty Four Thousand Six Hundred Forty & Paise Zero Only
44	Repairs to automatic door closer including replacement of damaged main spring, oiling and adjusting as necessary including taking out and refitting the same.	70.00	Each	318.00	**22260.00**	INR Twenty Two Thousand Two Hundred Sixty & Paise Zero Only
45	Renewing plated hook of Venetian Valve with screws.	30.00	Each	16.00	**480.00**	INR Four Hundred Eighty & Paise Zero Only
46	Renewing 12mm. Thick louver of fixed lauvered shutter to match with the existing one including necessary railing pieces: Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak.	5.00	Sqm	1580.00	**7900.00**	INR Seven Thousand Nine Hundred & Paise Zero Only
47	Renewing iron mortice lock (local best approved quality) 6 lever with handle, connected rods and keys consisting a complete set: With chromium plated handle.	20.00	Each	920.00	**18400.00**	INR Eighteen Thousand Four Hundred & Paise Zero Only
48	Renewing mortice lock handle with connected rod: With chromium plated.	10.00	Pair	439.00	**4390.00**	INR Four Thousand Three Hundred Ninety & Paise Zero Only
49	Anodised aliminium D-type handle of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 230/72) fitted and fixed complete: With continuous plate base (Hexagonal/ Round rod) 100 mm grip x 12 mm dia rod.	70.00	Each	85.00	**5950.00**	INR Five Thousand Nine Hundred Fifty & Paise Zero Only
50	Wood work in beams and burgahs fitted and fixed in position complete. (Cost for repairing of Damage to be paid separately). Local Sal. In ground floor.	0.10	Cum	67951.00	**6795.10**	INR Six Thousand Seven Hundred Ninety Five & Paise Ten Only
51	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, 200mm Length.	120.00	Each	25.00	**3000.00**	INR Three Thousand & Paise Zero Only
52	Iron Gravity Hinge (block patent best quality) fitted and fixed complete.	50.00	Each	115.00	**5750.00**	INR Five Thousand Seven Hundred Fifty & Paise Zero Only
53	Iron butt hinges of approved quality fitted and fixed with steel screws, with ISI mark. 100mm. X 58mm. X 1.90mm.	50.00	Each	47.00	**2350.00**	INR Two Thousand Three Hundred Fifty & Paise Zero Only
53.1	50mm. X 37mm. X 1.50mm.	30.00	Each	17.00	**510.00**	INR Five Hundred Ten & Paise Zero Only
54	Provide fix & fix Iron socket bolt of approved quality fitted and fixed complete. 100mm long x 10mm dia bolt.	15.00	Each	40.00	**600.00**	INR Six Hundred & Paise Zero Only
54.1	150mm long x 10mm dia bolt.	25.00	Each	63.00	**1575.00**	INR One Thousand Five Hundred Seventy Five & Paise Zero Only
54.2	225mm long x 10mm dia bolt.	25.00	Each	77.00	**1925.00**	INR One Thousand Nine Hundred Twenty Five & Paise Zero Only

55	Provide fitt. & fix 10mm dia x 300mm long. Iron catch hook of approved quality fitted and fixed to shutter and chowkat.	20.00	Each	82.00	**1640.00**	INR One Thousand Six Hundred Forty & Paise Zero Only
56	Provide fitt. & fix 50mm. Iron door ring of approved quality fitted and fixed with nut and washer complete	20.00	Each	17.00	**340.00**	INR Three Hundred Forty & Paise Zero Only
57	Anodised aluminium barrel / tower / socket bolt (full covered) of approved manufactured from extruded section conforming to I.S. 204/74 fitted and fixed with cadmium plated screws: 150 mm long x 10mm dia. bolt.	60.00	Each	63.00	**3780.00**	INR Three Thousand Seven Hundred Eighty & Paise Zero Only
57.1	225 mm long x 10mm dia. bolt.	70.00	Each	84.00	**5880.00**	INR Five Thousand Eight Hundred Eighty & Paise Zero Only
58	Iron hasp bolt of approved quality fitted and fixed complete (oxidised) with 16mm dia rod with centre bolt and round fitting. 250mm long.	30.00	Each	159.00	**4770.00**	INR Four Thousand Seven Hundred Seventy & Paise Zero Only
59	Supplying 'Godrej' mortice lock chromium plated with keys 6 levers including fitting & fixing complete.	60.00	Each	1954.00	**117240.00**	INR One Lakh Seventeen Thousand Two Hundred Forty & Paise Zero Only
60	Painting with superior quality aluminium paint of approved make and brand including smoothening surface by sand papering etc. on steel surface : (b) Two coats	500.00	Sqm	57.00	**28500.00**	INR Twenty Eight Thousand Five Hundred & Paise Zero Only
61	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) -Two coats (white in shade)	850.00	Sqm.	78.00	**66300.00**	INR Sixty Six Thousand Three Hundred & Paise Zero Only
61.1	Two coats (with any shade except white)	950.00	Sqm.	81.00	**76950.00**	INR Seventy Six Thousand Nine Hundred Fifty & Paise Zero Only
61.2	On steel or other metal surface : With super gloss (hi-gloss) -Two coats (white in shade)	320.00	Sqm.	77.00	**24640.00**	INR Twenty Four Thousand Six Hundred Forty & Paise Zero Only
61.3	Two coats (with any shade except white)	570.00	Sqm.	79.00	**45030.00**	INR Forty Five Thousand Thirty & Paise Zero Only
62	Provide and apply French polishing to wood work including preparing surface (ordinary gloss) On old French polished surface including complete removal of the old polish.	400.00	Sqm.	538.00	**215200.00**	INR Two Lakh Fifteen Thousand Two Hundred & Paise Zero Only
62.1	On new wood work.	200.00	Sqm.	467.00	**93400.00**	INR Ninety Three Thousand Four Hundred & Paise Zero Only
63	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.)	1800.00	Sqm.	38.00	**68400.00**	INR Sixty Eight Thousand Four Hundred & Paise Zero Only
64	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. (Item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	890.00	Sqm.	29.00	**25810.00**	INR Twenty Five Thousand Eight Hundred Ten & Paise Zero Only
65	M.S. works in brackets made from flats, angles, tees etc. to sizes specialy bent, twisted, forged; making holes drilled and fitted to rafter of trusses with necessary bolts, nuts, washer or screws etc. (length of straight not less than 230 mm). (To be used for repair works only)	5.00	Qntl.	9984.00	**49920.00**	INR Forty Nine Thousand Nine Hundred Twenty & Paise Zero Only
66	Taking out carefully G.C.I. or C.I. or asbestos sheets (including ridges etc.) from roof or wall after unscrewing bolts, nuts, screws etc.and stacking the material at site as directed. (Payment to be made on measurement of portion of roof or wall removed)	40.00	Sqm.	41.00	**1640.00**	INR One Thousand Six Hundred Forty & Paise Zero Only
67	Fitting and fixing old pieces of asbestos, G.C.I. or C.I. sheets or plain sheets including closing old holes with washers and sheet-bolts and nuts, etc. and including fixing the same to supporting frame with necessary hook-bolts, washers, putty etc. (excluding cost of sheets). (Payment to be made on area of finished work.) With all new fittings including the cost thereof. In roof.	35.00	Sqm.	104.00	**3640.00**	INR Three Thousand Six Hundred Forty & Paise Zero Only

68	Stopping roof leakages in C.I. or G.C.I. or asbestos roofing. With limpet and bitumen washer and putty .	110.00	Per 100 Sqm.	1404.00	**1544.40**	INR One Thousand Five Hundred Forty Four & Paise Forty Only
69	Galvanised iron sheet eaves gutter fitted and fixed with necessary 50 mm X 6 mm M.S flat bar clamps bent to design, bolts, nuts, washers etc. complete. Eaves gutter made of 0.63 mm. sheets.(300mm End lapping). 225 mm. wide gutter.	10.00	mtr.	342.00	**3420.00**	INR Three Thousand Four Hundred Twenty & Paise Zero Only
70	Provide brass door stopper.(Brass).	30.00	Each	117.00	**3510.00**	INR Three Thousand Five Hundred Ten & Paise Zero Only
71	Easing door and windows.	40.00	Each	17.00	**680.00**	INR Six Hundred Eighty & Paise Zero Only
72	Dismantling carefully wooden walling, flooring of ceiling and stacking dismantled materials as directed.	50.00	Sqm	14.00	**700.00**	INR Seven Hundred & Paise Zero Only
73	Partition of commercial ply as per design fitted and fixed complete (excluding the supporting framework but including necessary teak wood battens of size 40 mmx 25 mm): In Ground Floor. 4mm thick.	50.00	Sqm	620.00	**31000.00**	INR Thirty One Thousand & Paise Zero Only
73.1	6mm thick.	100.00	Sqm	777.00	**77700.00**	INR Seventy Seven Thousand Seven Hundred & Paise Zero Only
73.2	12mm thick.	150.00	Sqm	1039.00	**155850.00**	INR One Lakh Fifty Five Thousand Eight Hundred Fifty & Paise Zero Only
74	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-incharge. 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. Thickness of laminate 1 mm.	70.00	Sqm	688.00	**48160.00**	INR Forty Eight Thousand One Hundred Sixty & Paise Zero Only
75	Painting block letters or digits in Black Japan or any approved paint as per direction. Size 2 cm. to 2.5 cm.	150.00	Each	6.00	**900.00**	INR Nine Hundred & Paise Zero Only
75.1	Size above 2.5 cm. and upto 4 cm.	150.00	Each	8.00	**1200.00**	INR One Thousand Two Hundred & Paise Zero Only
75.2	Size above 5 cm. and upto 7.5 cm.	160.00	Each	11.00	**1760.00**	INR One Thousand Seven Hundred Sixty & Paise Zero Only
75.3	Size above 7.5 cm. and upto 10 cm.	150.00	Each	12.00	**1800.00**	INR One Thousand Eight Hundred & Paise Zero Only
76	M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I. Flats and bars of windows, railing etc. fitted and fixed with necessary screws and lugs in ground floor. (Add extra @ 1% for each addl. floor upto 4th floor and @ 1.25% for each addl. floor above 4th floor) Grill weighing above 10 Kg./sq.mtr and up to 16 Kg./sq. mtr.	10.00	Qntl.	9888.00	**98880.00**	INR Ninety Eight Thousand Eight Hundred Eighty & Paise Zero Only
77	Cutting chase upto 125 x 150 mm. and subsequent mending of damages. In brick wall [Cement-3.6 Kg/Mtr]	10.00	Mtr.	93.00	**930.00**	INR Nine Hundred Thirty & Paise Zero Only
78	Cutting holes and subsequent mending good damages. Diameter exceeding 150 mm. but not exceeding 300 mm. In brick work [Cement-6.0 Kg/Mtr]	5.00	Mtr.	162.00	**810.00**	INR Eight Hundred Ten & Paise Zero Only
79	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987. 6mm thick clear glass.	70.00	Sqm.	608.00	**42560.00**	INR Forty Two Thousand Five Hundred Sixty & Paise Zero Only
79.1	8mm thick clear glass.	20.00	Sqm.	848.00	**16960.00**	INR Sixteen Thousand Nine Hundred Sixty & Paise Zero Only

80	Uprooting and removing plants from the surface of walls parapet etc and making good damages. (Repairing of damages to be paid separately). Small plant of girth of exposed stem upto 75 mm. lift upto 6 mtr.	650.00	Each	50.00	**32500.00**	INR Thirty Two Thousand Five Hundred & Paise Zero Only
80.1	Medium size plant of girth of exposed stem above 75 mm. but not exceeding 150 mm. lift upto 6 mtr.	650.00	Each	60.00	**39000.00**	INR Thirty Nine Thousand & Paise Zero Only
80.2	Large plant of girth of exposed stem above 150 mm. but not exceeding 225 mm. lift upto 6 mtr.	50.00	Each	187.00	**9350.00**	INR Nine Thousand Three Hundred Fifty & Paise Zero Only
81	Providing and fixing of false ceiling at all height including proving and fixing of frame work made of special sections, power pressed from M.S. Sheet and galvanized with zinc coating of 150 gms/sqm (both side inclusive) as per IS: 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37 mm at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre , to which the ceiling section 0.5 mm thick bottom wedge of 80mm with tapered flanges of 26mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall / partition with the help of rawl plugs at 450 mm centre with 25 mm long dry wall screws @230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including joining and finishing to a flush finish of tapered and square edges of the board with recommended joining compound, joining tapes, finishing with joining compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacture's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer-in-Charge but excluding the cost of painting with : (ISI Mark on Board)	40.00	Sqm	1159.00	**46360.00**	INR Forty Six Thousand Three Hundred Sixty & Paise Zero Only
82	Renewing spring of rolling shutter as per existing size and shape including fitting fixing complete.	30.00	Each	609.00	**18270.00**	INR Eighteen Thousand Two Hundred Seventy & Paise Zero Only
83	Oiling and greasing of rolling shutter and repair to in side lock.	30.00	Sqm	73.00	**2190.00**	INR Two Thousand One Hundred Ninety & Paise Zero Only
84	Renewing one point steel (oxidised) handle of steel door and windows as directed including painting complete.	30.00	Each	61.00	**1830.00**	INR One Thousand Eight Hundred Thirty & Paise Zero Only
85	Supplying profiles of required section made of Aluminium Alloy Extrusions conforming to IS: 732-1983 and IS: 1285- 1975; Annodized (with required film thickness and specified colour / natural) matt finished conforming to IS: 1868-1983 for fabrication of composit door, sliding & casement windows, partitions, formed of basic sections of any ISI embossed / certified make and brand as per direction of Engineer - In- Charge. (Payment will be made on finished length of the work). In 10-12 Micron thickness Annodizing film. Door frame. (Top & sides).	15.00	Mtr.	315.00	**4725.00**	INR Four Thousand Seven Hundred Twenty Five & Paise Zero Only
85.1	Movable Door Shutter : Top rail.	10.00	Mtr.	304.00	**3040.00**	INR Three Thousand Forty & Paise Zero Only
85.2	Bottom rail.	10.00	Mtr.	448.00	**4480.00**	INR Four Thousand Four Hundred Eighty & Paise Zero Only
85.3	Lock rail.	12.00	Mtr.	377.00	**4524.00**	INR Four Thousand Five Hundred Twenty Four & Paise Zero Only
85.4	Door vertical.	10.00	Mtr.	332.00	**3320.00**	INR Three Thousand Three Hundred Twenty & Paise Zero Only
85.5	3-track sliding window (II) Coloured. Bottom frame	12.00	Mtr.	352.00	**4224.00**	INR Four Thousand Two Hundred Twenty Four & Paise Zero Only
85.6	Top and Side Frame	12.00	Mtr.	306.00	**3672.00**	INR Three Thousand Six Hundred Seventy Two & Paise Zero Only
85.7	Shutter for all track sliding window. Bottom and Top member	10.00	Mtr.	117.00	**1170.00**	INR One Thousand One Hundred Seventy & Paise Zero Only

85.8	Style side member	10.00	Mtr.	119.00	**1190.00**	INR One Thousand One Hundred Ninety & Paise Zero Only
85.9	Inter lock member	10.00	Mtr.	148.00	**1480.00**	INR One Thousand Four Hundred Eighty & Paise Zero Only
86	Labour charge for fabrication and installation of composite door, window, partitions made from annodized extruded alloy aluminium sections for the following units:- Partly glazed partly panelled or fully glazed single leaf alunminium swing door made of extruded and annodized alloy aluminium sections, fabrication including cutting to proper shape and size, drilling and aligning, fitted with heavy duty hydraulic action floor sping placed in the floor with mending damages,with top pin assembly of approve make and brand, fitted with in built locking arrangement, flush bolt, glazing clips and all other necessary fittings, fixtures, adhesives and joineries, cutting glass of approved make to requisite shape and size fitting with dry set neoprene or EPDM gasketing, cutting to requisite shape and size panel board (prelaminated particle block) fixing them with glazing clips as per drawing, specification and direction of Engineer in charge. The rate includes the hire charge of all tools and plants, adhesive, joineries such as screw, cleat angle etc. but excluding the cost of extruded alumium sections, glass, panel boards neoprene / EPDM gasket, locking arrangement, weather gasket / wool pile, floor spring, top pin, handle, tower bolt, glazing clips etc. (10% rate reduction has to be made for swing doors or partitions where floor sping is not used. 10% hancement of rate is to be made where door frame of extruded aluminium sections has to be fitted and fixed to masonry wall. 5% rate enhencement may be allowed for double leaf swing door. Payment shall be made for the shutter area only exept where door frame is fixed the entire opening shall be taken to consideration.Payment for door frame sections are to be paid seperately).	55.00	Sqm.	1281.00	**70455.00**	INR Seventy Thousand Four Hundred Fifty Five & Paise Zero Only
87	Panel shutters of door and window, as per design (each panel consisting of single plank without joint), including fitting and fixing the same in position but excluding the cost of hinge and other fittings. In ground floor. (In case of non-supply of single plank, penal rate of reduction of 20% will be made). 35mm thick shutters with 19mm thick panel of size 30 to 45 cm. Sishu, Gamar, Champ,Badam,Bhola, Mogra, Hallak.	5.00	Sqm.	2948.00	**14740.00**	INR Fourteen Thousand Seven Hundred Forty & Paise Zero Only
88	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 ground floor. 35mm thick shutters. Sishu, Gamar, Champ,Badam,Bhola, Mogra, Hallak.	4.00	Sqm.	2752.00	**11008.00**	INR Eleven Thousand Eight & Paise Zero Only
89	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 ground floor. 32 mm thick shutters (single leaf).	10.00	Sqm.	2,359.00	**23590.00**	INR Twenty Three Thousand Five Hundred Ninety & Paise Zero Only
90	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	130.00	Cum.	166.00	**21580.00**	INR Twenty One Thousand Five Hundred Eighty & Paise Zero Only
91	Making one set of scaffolding only for replacing glass panels, painting, uprooting plant and another repairing works of building and S&P works for external works only with 10 cm. dia bamboo as main posts at the rate of 1 metre centre to centre and 7.5 cm. dia bamboo ties @ 0.75 metre apart fitting and fixing with necessary coir, nails etc. as per direction of the Engineer-incharge. (This item should be executed only after prior approval of the Engineer-incharge). Firstly, one number to be paid and then labour rate for shifting up to further nineteenth (19) times @ 10% each time to be considered. If necessary further after twenty times of total use, another one number new and labour rate for shifting to be considered accordingly. 3.90 metre height	10.00	Nos	279.00	**2790.00**	INR Two Thousand Seven Hundred Ninety & Paise Zero Only
91.1	Extra for additional 3.6 height or part thereof	20.00	Nos	245.00	**4900.00**	INR Four Thousand Nine Hundred & Paise Zero Only

92	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 8 to 8.5 mm 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 contrr] 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. Light Colour	70.00	Sqm	1140.00	**79800.00**	INR Seventy Nine Thousand Eight Hundred & Paise Zero Only
93	Providing, making and fixing acrylic sheet (upto 3mm thick) name/designation plate of approved size, best make and design including necessary lettering, adhesive, hooks etc for fixing/hanging as per direction of EIC. All complete.	20000.00	sqcm	0.70	**14000.00**	INR Fourteen Thousand & Paise Zero Only
94	Providing, making and fixing name/designation steel plate (upto 1.5mm thick) of approved size, best make and design including necessary lettering, adhesive, hooks etc for fixing/hanging as per direction of EIC. All complete.	15000.00	sq cm	2.50	**37500.00**	INR Thirty Seven Thousand Five Hundred & Paise Zero Only
95	Ordinary Cement Ordinary Cement concrete (mix 1:2:4) with graded stone chips (6mm nominal size) excluding shuttering and reinforcement,if any, in gound floor as per relevant IS codes. Pakur variety Concrete (6mm)	4.00	cum	5449.00	**21796.00**	INR Twenty One Thousand Seven Hundred Ninety Six & Paise Zero Only
96	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. (i) Pakur Variety	4.50	Cum	7611.00	**34249.50**	INR Thirty Four Thousand Two Hundred Forty Nine & Paise Fifty Only
97	Dismantling of all assorted item that includes Wall partition/False Celling made of Wood, Ply Board, Masonite Board, Alluminium Partition, Door/Wondow frames, Glass etc. of any thickness with frame shifting and stacking the materials as decided by SMP Kolkata within a lead of 75 Mtr. all complete.	40.00	Sqm	35.80	**1432.00**	INR One Thousand Four Hundred Thirty Two & Paise Zero Only
98	Shifting of e-waste and other miscellaneous materials from SMPK Head Office (Main and Annexe Building) to any destination as decided and directed by SMPK Authority by hiring TATA ACE Vehicle along with unskilled labour for loading/ unloading for disposing the materials within a lead of 5 KM all complete.	15.00	Per Trip	2528.60	**37929.00**	INR Thirty Seven Thousand Nine Hundred Twenty Nine & Paise Zero Only
99	Supplying & laying 3mm thick pre-fabricated plastomeric water proofing membrane conforming to EN 12311-1 & ASTMD 5147, manufactured with atactic poly propylene (APP) modified premium grade asphalt , specially reinforced with non-woven polyester core with polyester reinforcement @160 gms per sqm & both faces covered with thermo-fusible polyethylene film /MineraL on top face over a coat of primer @ 0.40 lit/sqm of manufacturer's specification on smooth,clean dry surface prepared wherever required.Lap joint shall be provided of 75 mm in longitudinal & 100 mm in transverse direction and fused using LPG/ Propane torch employing extra care ensuring full bondage, complete removal of entrapped air and sealing edges into grooves in appropriate manner as per direction of Engineer -in-charge all complete including materials,labour and applicable taxes. (Payment shall be made on the basis of finished surface area.). Membrane Property: Softening Point > 150 deg C, Cold Flexibility < -6 deg C, Tensile Strength, N/cm : 600 (longitudinal), 450 (transverse), Tearing Strength, N: 300 (longitudinal), 200 (transverse)	1000.00	Sqm	407.00	**407000.00**	INR Four Lakh Seven Thousand & Paise Zero Only
100	Preparation of drainage spout on roof for bituminous waterproofing treatment after required grading and shapingof the under bed with Cement Concrete (1:2:4) or CementMortar (1:4) as directed, Chamfering and moulding theparapet wall to form a bell mouth entry, if required andproviding full course treatment with bituminous felt tofacilitate quick and smooth drainage of watwr into the down pipes complete including cost of all materials and labouraccording to satisfaction of the Engineer - in - Charge.(This item shall be done for reparing works only and shallnot be used when original/renewal of tarfelting work isproposed to be undertaken)	60.00	Each	110.00	**6600.00**	INR Six Thousand Six Hundred & Paise Zero Only
101	Repairs to roof cracks with cement and sand mortar (1:4) including cutting grooves and cleaning cracks and grouting the cracks with neat cement before repairs. (Cement 0.63 Kg/Mtr.)	100.00	mtr	14.00	**1400.00**	INR One Thousand Four Hundred & Paise Zero Only

102	Supplying and laying true to line and level Double Charge Vitrified Tiles of approved brand conforming to IS15622:2006(GroupBIa) and tested as per IS 13630:2006 (relevant parts) [Non-modular sizes for tiles with Water Absorption (av.) ≤0.08%]infloor,skirting etc.using polymerised adhesive of6mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course and joints grouted with admixture of white epoxy grout materials of approved brand including spacer-2mm as directed and removal of wax coating of top surface of tile swith warm water and polishing the tilesusingsoft and dry cloth up to mirror finish complete including the cost of materials,Iabour and all other incidental charges complete asper direction of Engineer in-Charge.(Note:This work should not be executed with out specific permission of Superintending Engineer) In Ground FIoor:(size not Iess than 600 mm X 600 mmX 9.5 mm thick)	60.00	Sqm	1566.00	**93960.00**	INR Ninety Three Thousand Nine Hundred Sixty & Paise Zero Only
103	Labour for taking out rolling shutter (only shutter portion) dismantling by parts for repair or (replacement of damaged parts only), rehanging and refitting the same in position after necessary repairs (excluding the cost of supply of new parts).	15.00	Sqm	283.00	**4245.00**	INR Four Thousand Two Hundred Forty Five & Paise Zero Only
104	Renewing seam pipe for rolling shutter as per existing size and shape fitting, fixing complete.	10.00	Mtr.	210.00	**2100.00**	INR Two Thousand One Hundred & Paise Zero Only
105	Renewing side split pin for seam pipe for rolling shutter.	20.00	Each	26.00	**520.00**	INR Five Hundred Twenty & Paise Zero Only
106	Oiling and greasing of rolling shutter and repair to in side lock.	25.00	Sqm	73.00	**1825.00**	INR One Thousand Eight Hundred Twenty Five & Paise Zero Only
107	Renewing profile of rolling shutter including fitting fixing complete as per existing size and shape.	20.00	Mtr	54.00	**1080.00**	INR One Thousand Eighty & Paise Zero Only
108	Renewing spring of rolling shutter as per existing size and shape including fitting fixing complete.	15.00	Each	609.00	**9135.00**	INR Nine Thousand One Hundred Thirty Five & Paise Zero Only
109	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]	30.00	Sqm	55.00	**1650.00**	INR One Thousand Six Hundred Fifty & Paise Zero Only
110	Supplying, fitting & fixing Stainless Steel 'D' or 'H' type of size 300 mm x 19 mm tubular Handle with Grade 304, CE certified, marked & conforming to EN - 1154, of approved quality of reputed brand as per direction of Einginee-in Charge fitted and fixed complete including all incidental charges.	40.00	Each	1571.00	**62840.00**	INR Sixty Two Thousand Eight Hundred Forty & Paise Zero Only
111	Supply Heavy duty Hydraulic double action Floor Spring along with top pin /set of pivots conforming to IS 6315 or any approved makes as per direction of Engineer in charge	10.00	Each Set	1729.00	**17290.00**	INR Seventeen Thousand Two Hundred Ninety & Paise Zero Only
112	Providing and fixing in position FRAMELESS GLASS DOOR made with 12 mm thick clear ioughned glass of Saint Gobain / Pilkington / Modiguard make fixed to floor and sofiit of ceiling / false ceiling rigidly and ai the centres wnerever required in line and level with SS patch fitiings, floor spring of Dorma, Ozone or approved equivalent make. Finally the dooi'will be finished with S S door handle with locking arrangement of Ozone / Hettich make with all enabling werks ccmpleie as per drawing. Specification and direction of the Engineer tn charge.	10.00	Sqm	8421.00	**84210.00**	INR Eighty Four Thousand Two Hundred Ten & Paise Zero Only

113	Polymer Modified Morter (Brickwork)building up the Profile of masonary members upto 20 mm by using emulsified SBR latex conforming to ASTM C-10592013 Type-II,I cement (OPC as per IS 8112)-3 part graded cleaned river sand(zone I sand as per IS 3832016)+115-20% latex by wt. of cement)with 35 w/c ratio,and having 38% solid content,in 10 -15mm thick layers by applying bond coat between succesive/each layers including Levelling & Profiling complete.Proper curing shall be done for the repair work.Gunny bags may be used for effective curing.Polypropylene fibres(Recron or equivalent)shall be added to reduce shrinkage.Polypropylene fibres@ 1kg/cum shall be added to achieve homogeneity inPMM mix.70.2x70.2x70.2 mm cube shall be taken as representative sample to achieve 28 days compressive strength of 30 MPa at 28 days compressive strength of 30 MPa at 28 days of curing in water.The item rate includes the rate for bond coat to be applied between layers.Bond coat shall be prepared by mixing 60 ml of Latex in 100 gms of Cement.	90.00	Sqm	940.00	**84600.00**	INR Eighty Four Thousand Six Hundred & Paise Zero Only
114	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-incharge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1969 & IS: 1995 using electrodes of approved make and brand conforming to IS:814- 2004, haulage, hoisting and erectionall complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental chages such as electricity charges, labour insurance charges etc. Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, rivets, bolts and nuts may be make by adding the actual weight of such item 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 structal members weighing less than 22.5 Kg. / m. may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no seperate payment being made for these items, as per direction of Engineer In Charge. The rates are considered for a height of erection 8m. / 2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m. beyond initiial 8m. or part thereof. For structural members of specified sections weighing less than 22.5 Kg./m	5.00	MT	72603.00	**363015.00**	INR Three Lakh Sixty Three Thousand Fifteen & Paise Zero Only
114.1	For Structural Works in Roof Trusses etc. using joists, channels and angles of specified section weighing less than 22.5 kg/ m	2.00	MT	73761.00	**147522.00**	INR One Lakh Forty Seven Thousand Five Hundred Twenty Two & Paise Zero Only
115	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 and plants and labour reqired for execution and all incidental chages (such as electricity, labour insurance) etc. complete. Payment to be made on the basis of calculated weight of structural memebrs of MS Holow Section as specified in relevent 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 hight 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. ii) For other Structural works like galleries etc.	1.20	MT	74900.00	**89880.00**	INR Eighty Nine Thousand Eight Hundred Eighty & Paise Zero Only
116	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]. 9mm	45.00	Sqm	1290.00	**58050.00**	INR Fifty Eight Thousand Fifty & Paise Zero Only
117	Supply of Fitting and Fixing of PVC White Vertical Blind.Made of Premium febrics in Width 5" Or 4 ".minimum overlapping of 3/4 in fabric.top aluminium anodized rail of 1.4 mm thickness.2 inch wide channel with front lamination of same fabric .runners having stainless steel hooks with built-in shock spring and self alingning slip clutch.End control box composed of doubl;e gear system .Stainless steel spacers.bottom weight fully plastic covered linked with plastic based chain etc. incuding all complete.	500.00	Sqft.	93.00	**46500.00**	INR Forty Six Thousand Five Hundred & Paise Zero Only
118	Provide and arrange for Spray Painting on exsisting old steel Almirahs with best quality Synthetic enamel(two coats)of any shade on a coat of steel primer after throughly removing old paint loose scales,blisters,rust etc,making the Surface even/Smooth by application of putty ,with material ,labour,tools plants and equipment,profit,overhead all complete.The work shall include all vertical and horizontal surfaces including external boottom and back surfaces,Supporting legs. Size 6 feet (H) X 3 feet (B) X 1 feet 6 inches(D) to 6 feet 6 inches(H) X 4 feet (B) X 1 feet 6 inches	10.00	Each	2300.00	**23000.00**	INR Twenty Three Thousand & Paise Zero Only

118.1	Size 3 feet 7 inches (H) X 2 feet 6 inches(B) X 1 feet 6 inches(D) to 4 feet 6 inches (H) x 3 feet (B) X 1 feet 6 inches (D)	10.00	Each	1150.00	**11500.00**	INR Eleven Thousand Five Hundred & Paise Zero Only
119	Spray Painting two coats with best Quality synthetic enamel paint & priming one coat on steel Rack surface with synthetic oil bound primer of approved quality including steel putting smoothening surface by sand papering etc all complete including of profit and overhead charges. Size 6 feet (H) X 3 feet (B) X 1 Feet 3 inch (D) upto 6 feet 5 inch(H) X 4 feet (B) X 1 Feet 5 inch (D)	10.00	Each	1750.00	**17500.00**	INR Seventeen Thousand Five Hundred & Paise Zero Only
119.1	Size 3 Feet 5 inch (H) X 2 feet 6 inch (B) X 1 Feet 3 inch (D)upto 4 feet 5 inch (H) X 3 feet (B) X 1 Feet 6 inch (D)	10.00	Each	865.00	**8650.00**	INR Eight Thousand Six Hundred Fifty & Paise Zero Only
120	Spray Painting two coats with best Quality synthetic enamel paint & priming one coat on Wooden Almirah surface with synthetic oil bound primer of approved quality including wooden putting smoothening surface by sand papering etc all complete including of profit and overhead charges. Size 6 feet (H) X 3 feet (B) X 1 feet 3 inch(D) upto 6 feet 5 inch (H) X 4 feet (B) X 1 Feet 6 Inch (D)	8.00	Each	2000.00	**16000.00**	INR Sixteen Thousand & Paise Zero Only
121	Providing and fixing stainless steel (grade-304)railing made of hollow tubes,channels,plates etc including welding ,griding,buffing,polishing and making curvature(whereever required) and fitting the same with necessary stainless steelnuts and bolts complete.I/C fixing the railing with necessary accessories & stainless dash fasteners,Stainless steel bolts etc,of required size on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge(for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts,bolts,faseners etc.	100.00	Kg	633.36	**63336.00**	INR Sixty Three Thousand Three Hundred Thirty Six & Paise Zero Only
122	Providing & Supplying unskilled labour for misscellaneous cleaning works.Normal time of work 9 hours incuding one hour recess.	100.00	Head	893.55	**89355.00**	INR Eighty Nine Thousand Three Hundred Fifty Five & Paise Zero Only
123	Providing & Supplying Semi-skilled labour for misscellaneous cleaning works.Normal time of work 9 hours incuding one hour recess.	80.00	Head	991.23	**79298.40**	INR Seventy Nine Thousand Two Hundred Ninety Eight & Paise Forty Only
124	Providing & Supplying Skilled labour for miscellaneous cleaning works.Normal time of work 9 hours incuding one hour recess.	30.00	Head	1088.91	**32667.30**	INR Thirty Two Thousand Six Hundred Sixty Seven & Paise Thirty Only
125	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 practrise for anti termite measures in building (Part-3 treatment for exisisting 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 through the actual work may be done on walls,ceiling etc.)	2000.00	Sqm	103.00	**206000.00**	INR Two Lakh Six Thousand & Paise Zero Only
126	Spot application for insecticides using oil baed spray for pest(for bags,cockroaches ,silver fish ,spider,termite ,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 lines etc.(Rate is per Sq.m. of the floor area while actual work may be done walls ceiling ,rack,partition and furniture etc.)	420.00	Sqm	39.00	**16380.00**	INR Sixteen Thousand Three Hundred Eighty & Paise Zero Only
127	Supplying fitting and fixing Italian Marble slab/Tile in skirting (upto 300mmht) over 15mm(avg) thick base of Cement mortar(1:2) laid with white cement slurry @4.4kg/Sq.mat back side of marble and jointed with white cement slurry@ 2.2kg/Sq.m with necessary pigments including grinding and Granite Polishing. [White cement and Pigment to be supplied by the Agency][This work should not be executed with out specific permission of Superintending Engineer] a) Light Beige Colour (such as Perlato, Bottichino, Crema). 20 mm thick Italian Marble stone slab	40.00	Sqm	5085.00	**203400.00**	INR Two Lakh Three Thousand Four Hundred & Paise Zero Only
128	Supplying,fitting & fixing granite slab15mmto18mm thick in floor, lobby, stair, landingand treads etc. over 20 mm (avg) thick base of cement morter (1:2)laid with white cement slurry@4.40 Kgper Square meter before placingof granite and jointed with white cement slurry@2.0Kg per square meter with necessary pigments and complete as per direction of Engineer-in-charge includingcost of allmaterials, labours,curing and roughening of concrete surface complete. In ground floor. Area of each Granite slab above 1.00 Square meter.	30.00	Sqm	3021.00	**90630.00**	INR Ninety Thousand Six Hundred Thirty & Paise Zero Only
128.1	In 1st Floor	15.00	Sqm	3033.00	**45495.00**	INR Forty Five Thousand Four Hundred Ninety Five & Paise Zero Only
128.2	In 2nd Floor	10.00	Sqm	3045.00	**30450.00**	INR Thirty Thousand Four Hundred Fifty & Paise Zero Only
129	Hire chargees of Tata ACE including driver,fuel and other tools & tackles but excluding the labour cost of loading and unloading for shifting job at various place os SMP kolkata.for the Period of 8hr.As directed by EIC.	90.00	Per Truck Per Day	3500.00	**315000.00**	INR Three Lakh Fifteen Thousand & Paise Zero Only

130	Cleaning and disinfecting upto 2000 litre Water Tank including masonry reservoir.	80.00	Each	155.00	**12400.00**	INR Twelve Thousand Four Hundred & Paise Zero Only
131	Cleaning and disinfecting Above 2000 litre Water Tank including masonry reservoir.	60.00	Cum	88.00	**5280.00**	INR Five Thousand Two Hundred Eighty & Paise Zero Only
132	Welding in M.S. structural work with gas or electric: Tack weld	200.00	Point	9.00	**1800.00**	INR One Thousand Eight Hundred & Paise Zero Only
132.1	Continuous weld.	900.00	Cm. run	9.00	**8100.00**	INR Eight Thousand One Hundred & Paise Zero Only
133	Supply & Laying 2 mm thick Plastic felt sheet(P.B.M felt 2505 or equivalent brand over flat/slope roof including necessary lapping wherever necessary after out old tarfelt & cleaning the Surface throughly.	120.00	Sqm	143.84	**17260.80**	INR Seventeen Thousand Two Hundred Sixty & Paise Eighty Only
134	Cutting/Clening/removing jungles including uprooting/removing of rank vegetation,cutting grass,bush wood cutting/removing small tree saplings or branches of trees falling under the cutting area at different area of dock and removing spoil upto a distance of 50 m outside the periphery of the area cleared as per direction including all lead,lifts,cutting instruments,labour etc complete in all respect.	10000.00	Sqm	4.00	**40000.00**	INR Forty Thousand & Paise Zero Only
135	Repair to plaster of avg.thickness 10 mm inpatches of area 2.5 sqm and under,including cutting the patch in proper shape with polymer Modified morter with cement and sand morter(1:3) including Latex 20% by weight of the cement as directed in true ceiling using necessary material,tools,tackles,scaffolding/stagging in all complete.	50.00	Sqm.	794.97	**39748.50**	INR Thirty Nine Thousand Seven Hundred Forty Eight & Paise Fifty Only
136	Flower decoration with a mix of good quality seasonal and artificial flowers on special occasssions including medium size baskets/bunches/bouquets,at HO SMPK main/Annex Building Entrance areas,gates,lift,corrider at chairman,s floor,CRDC building,Hillary Institute and at prescribed locations as per direction of the EIC at short notice with proper arrangements without causing any disturbances to the normal functioning of the office work with adequate/safe barricading to segregate the working zone from public circulating area(as required) with necessary labours,tools,tackles etc.All complete.	5.00	Per Operation	11000.00	**55000.00**	INR Fifty Five Thousand & Paise Zero Only
137	Supplying and laying true to line and level Anti-Skid,Full Body,Homogeneous & Granular finish Vitrified Tiles conforming to IS: 15622-2006 &IS 4457-2007 and testing shall be made in accordance with IS:13630 [Non-modular sizes for tiles with Skid resistance>0.5,Mohr's hardness>5.0, Staining resistance:Class1,WaterAbsorption:E<0.5%],MOR>35N/sq.mm in Internal area of building e.g.Toilet Block, Passage,Corridor,Accessible OpenTerrace etc.set in 20 mm sand cement mortar(1:4) and 2mm thick cement slurry at back side of tiles using cement @ 2.91Kg./Sqm or using Polymerised Adhesive (6mmthick) layer applied directly over finished artificial stone floor/ Mosaic etc with out any backing course) laid after application slurry using 1.75Kg 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 makeas directed and remova lof wax coating of top surface of tiles with warm water and polishing the tiles usings of Soft & 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). In Ground Floor : Sizes-300 mm x 300 mm x 10 mm with breaking strength>1200 N	70.00	Sqm.	906.00	**63420.00**	INR Sixty Three Thousand Four Hundred Twenty & Paise Zero Only
137.1	In Ground Floor : Sizes-600 mm x 600 mm x 10 mm with breaking strength> 1500 N	40.00	Sqm.	1589.00	**63560.00**	INR Sixty Three Thousand Five Hundred Sixty & Paise Zero Only
138	Suppling, fitting and fixing single skin color coated trapezoidal profile for wall cladding, Roof shall be made of 0.45 mm BMT (Base Metal Thickness) (0.50 mm) TCT (Total coated thickness excluding paint), G550 (min 550 yield strength), of Zincalume metallic coating (IS15965) withhigh Solar Reflectance Index (SRI) value for better colling as per thermatech technology, 1000 - 1015 mm effective cover width with five major corrugation, 28mm high rib spaced at 203mm c/c with subtle square fluting in the pan and the end rib shall have anti-capillary groove and return leg. The steel sheet shall be fastened with 40 micron zinc coated or 25 micron zinc-tin alloy coated, hex head, self-drilling screw as per IS 3566-2002 Class 3 fastener. The base steel shall be coated with zinc-alluminium alloy Zincalume (AZ150) (i.e. 55% Al, 43.4% Zinc, 1.6% Si) minimum of 150 g/m2 coating total on both sides, pre-painted with colorbond ZRW (eterior roofing, walling) paint system of 35 micron Super Durable Polyester paint (SDP) with stable inorganic pigment with no lead contents confirming IS15965. The sheet shall be free from defects and have brand marking of the manufacturere giving product details on the back of the sheet at regular interval confirming genuinity of the material. In Roof:- With 0.5 mm thick sheet	50.00	Sqm.	787.00	**39350.00**	INR Thirty Nine Thousand Three Hundred Fifty & Paise Zero Only

139	Providing and fixing of factory made uPVC Sliding Door (White Colour) complete, (U value=1.9-1.3W/m2K, flame resistant, self extinguishing, lead free)comprising uPVC multi-chambered frame having in-built uPVC roller track on top and uPVC sash extruded profiles with wall thickness of 2.3mm (±0.2mm) duly reinforced with G.I. section 1.6mm (±0.2mm),made fromroll forming process of required length(shape & size according to uPVC profile)wherever required.Profile of frame &sash shall be mitred cut and fusion welded a tall corners, including drilling of holes for fixing hardware's and drainage of water etc.After placing 5mm Clear Annealed glass in the sash,appropriate dimension uPVC extruded glazing bead, uPVCextruded inter lock and uPVC extruded Inline sash adaptor (if required), EPDM gasket, wool pile, zincalloy (white powder coated)handle with key on one side of extreme panels along with zinc plated mild steel multi point locking having transmission gear with keep sand stainless steel (SS304 grade) body with adjustable double nylon rollers(weight bearing capacity to be 120kg). Door frame will be fixed to the wall with 100mm long and 8 mm dia.fastener sand necessary stainless steel screws etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rodof required size, of approved quality complete in all respect as per approved drawing & direction of Engineer in-Charge. (Note:Profilemanufacturer&DoorManufacturermustbeone& same, Only manufacturer Waranty is aceptable) . 2 Track 2 Sash door frame of size 67 x 54mm & Sash of size 85 x 47 mm both having wall thickness of 2.3 ± 0.2 mm.	10.00	Sqm	6512.00	**65120.00**	INR Sixty Five Thousand One Hundred Twenty & Paise Zero Only
139.1	3 Track 3 Sash door frame of size 122 x 54mm & Sash of size 85 x 47 mm both having wall thickness of 2.3 ± 0.2 mm	10.00	Sqm	7779.00	**77790.00**	INR Seventy Seven Thousand Seven Hundred Ninety & Paise Zero Only
139.2	3 Track with Mesh-2 Glass Sash+1 Mesh Sash (Each sash shall be half of width of door)Door frame of size122x54mm &Door Sash of size 85 x 47 mm & Mesh sash of size 64 x 47 mm both having wall thickness of 2.3 ± 0.2 mm	8.00	Sqm	7717.00	**61736.00**	INR Sixty One Thousand Seven Hundred Thirty Six & Paise Zero Only
140	Supplying, fitting and fixing 8 mm thick Laminated wooden Flooring Work conforming to EN13329:2006 with plank size not less than1200 mm X 190mm (with unilin /tongue-groove locking arrangement) having 0.2mm thk top abrasive layer over a decorative layer followed by a High-density fibre board (HDF)having density >940kg/m3 substrate core over a rasin saturated backing layer and installing through unilin or tongue-groove system (having locking strength not less than 1000 kg/m) over a 2mm th kunder laye polyurethene foam on polythene sheet 250 micron,over a smooth, flat,hard sub floor free from moisture(<8%),greas eetc.complete in all respect with requisite accessories like end profile, transition profile,reducer 'T' profile etc.wherever required and preparation of base including all other incidental works as per direction & satisfaction of Engineer in charge. Cost of Laminate Floor Accessories only (Skirting, End edge, T-moulding,Reducer)shall have to be added separately, wherever required.(Note: Thiswork shouldnot be executed with out specific permission of Superintending Engineer). In Ground Floor: Category: High Footfall ; Class 23;Abrasion resistance:-AC4 Thk on Swelling:- < 15% ;Impact resistance:- IC 2	70.00	Sqm	1275.00	**89250.00**	INR Eighty Nine Thousand Two Hundred Fifty & Paise Zero Only
141	Supplying Laminate Floor Accessories (Skirting, End edge,Tmoulding, Reducer) to 8mm thick Laminated wooden Flooring Work conforming to EN13329:2006 with plank size not less than1200 mm X 190 mm (with unilin/tongue-groove locking arrangement) having0.2mmthk top abrasive layer over a decorative layer followed by a High-density fibre board (HDF) having density>840kg/m3 substrat ecore overa rasin saturated backing layer and installing through unilin or tongue-groove system (having locking strength not less than 1000kg/m) over a 2mm th kunder layer polyurethene foam on polythene sheet 250 micron,over a smooth, flat,hard sub floor free from moisture(<8%),grease etc.complete in all respect as per direction & satisfaction of Engineer in charge. Cost of labour charge for fitting & fixing of Laminate Floor Accessories only (Skirting,End edge, T-moulding,Reducer)shall have to be added separately,whereverrequired. (Note:This work should not be executed without specific permission of Superintending Engineer). In Ground Floor: Catagory: Normal/High Footfall	120.00	Mtr.	301.00	**36120.00**	INR Thirty Six Thousand One Hundred Twenty & Paise Zero Only
142	Cutting of branches of trees shrubs and trimming of grass and weedsi) Cutting of branches of trees and shrubs from the road way or with in R.O.W including disposal of wood and leaves to suitable location as per technical specification Clause 1914 for Rural Roads of MORD.	200.00	Per Tree	95.00	**19000.00**	INR Nineteen Thousand & Paise Zero Only
143	Cleaning and removing conservancy garbage mixed with rubbish & other filthy materials from the road side flank, drain and compound including sutting, loading, unloading to and from truck or cart by Mathor labour & removing the same to any distance.	200.00	Per 100 Cum	5662.00	**11324.00**	INR Eleven Thousand Three Hundred Twenty Four & Paise Zero Only
144	Surface dressing of the ground in any kind of Soil including removing vegetation inequalities not exceeding 15cm depth and disposal of the rubbish within a lead upto 75 m as directed.	6500.00	Sqm	10.00	**65000.00**	INR Sixty Five Thousand & Paise Zero Only

145	Supply including placement on hire basis for 24(twenty four)hours good quality VIP Iron Chair With cover of white colour cloth and sash of saffron /white/green/any other approved colour at site including transporting,loading and unloading etc at site(Payment will be made as per the actual number of chairs with cover and sash supplied)	100.00	Each	100.00	**10000.00**	INR Ten Thousand & Paise Zero Only
146	Supplying fitting and fixing 600 mm (+/- 30 mm) diametre 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.)	70.00	Mtr.	408.00	**28560.00**	INR Twenty Eight Thousand Five Hundred Sixty & Paise Zero Only
147	Supplying, Fitting & Fixing 30mm thick Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. tubes of 19 gauge thickness and size19mm x 19 mm for styles,to pand bottom rails,M.S.frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5mm th. heat moulded PVC"C"channel of size 30 mm th,70mm 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 5mm 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 75 mm 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 10mm (5mm x 2) th.,20 mm wide cross PVC sheet as gap insert for top rail and bottom rail.Paneling of 5mm th. both side PVC sheet tobe fitted in theM.S. frame welded /sealed to the styles & rails with 7mm(5mm+2mm) th.x15mm wide PVC sheet be ading on inner side and joined together with solvent cement adhesive.An additional 5mm 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.	30.00	Sqm.	1943.00	**58290.00**	INR Fifty Eight Thousand Two Hundred Ninety & Paise Zero Only
148	Supplying, Fitting & Fixing Factory made prelaminated P.V.C. door frame of size 50 mm x 47 mm with a wall thickness of 5mm, made out of extruded 5mm Prelaminated PVC sheet miter cut at two corner sand joined with two nos of 1.5 mm long brackets of 15mm x1 5mm M.S. square tube. The two vertical door profiles are to be reinforced with19mm x 19mm 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 / 100mm M.S. Screws through the frame by using P.V.C fasteners.Aminimum of 4Nos of screws to be provided for each vertical member and minimum 2 Nos for horizontal member etc.completeasperManufacturer"s specification and direction of Engineer-in-Charge.	30.00	Mtr.	385.00	**11550.00**	INR Eleven Thousand Five Hundred Fifty & Paise Zero Only
149	Supplying,fitting & fixing of trap door at false ceiling level made with 19 mm & 12 mm plywood(make:Green Ply or equivalent)including laminate(1mm thick)pasting and side polishing to access for service maintenance and repairing work.All in ccomplete as per directed by EIC.	15.00	Sqm	4033.00	**60495.00**	INR Sixty Thousand Four Hundred Ninety Five & Paise Zero Only
150	Supply of 3 mm thick approved good quality red colour Woolen carpet (Size-122'x4,) as per directed by EIC in all complete.	100.00	Sqm	298.90	**29890.00**	INR Twenty Nine Thousand Eight Hundred Ninety & Paise Zero Only
151	Supply including placement on hire basis for 24 (twenty four) hours season flower plant with tub as per approved by Engineer -in- charge including transporting loading and unloading etc .at site .	100.00	Each	138.00	**13800.00**	INR Thirteen Thousand Eight Hundred & Paise Zero Only
152	Supply including placement on hire basis for 24 (twenty four) hours good quality Jute Carpet at site including transporting loading and unloading etc .at site (Payment will be made as per the actual area of Jute carpet supplied).	1000.00	Sq ft	11.00	**11000.00**	INR Eleven Thousand & Paise Zero Only
153	Supply of sanitizer, soaps, odonils, sanitizer distemper,dustbin, various disinfactant materials, carbolic acid and other required misscellaneous materials etc. complete in all respect as per direction of Engineer (Payment will be done on the basis of purchase bills/ challans etc)	1.00	Per Operation	25000.00	**25000.00**	INR Twenty Five Thousand & Paise Zero Only
154	Supply of good quality foot mats for Old & Annex building at Chowringhee Guest House . Complete in all respect as per direction.	10.00	Each	500.00	**5000.00**	INR Five Thousand & Paise Zero Only
155	Applying decorative cement based paint of approved quality after preparing the surface including scraping the same thoroughly (plastered or concrete surface) as per manufacturer's specification. In Ground Floor . Two coats.	170.00	Sqm	49.00	**8330.00**	INR Eight Thousand Three Hundred Thirty & Paise Zero Only
156	Renewing X.P.M. including taking out and refixing with old battens but with new screws etc. complete. 25mm x 75mm strand 3.25mm x 1.6mm.	70.00	Sqm	457.00	**31990.00**	INR Thirty One Thousand Nine Hundred Ninety & Paise Zero Only

157	Renewing X.P.M. including taking out and refixing with new battens made of local wood of size 50mm x 25mm and new screws etc. complete. 25mm x 75mm strand 3.25mm x 1.6mm.	65.00	Sqm	960.00	**62400.00**	INR Sixty Two Thousand Four Hundred & Paise Zero Only
158	Polishing in high gloss/matt finish melamine clear polish on wood work in required color/wooden shade texture with following process in the sequence as detailed below: 1. The surface to be polished is rubbed with sand paper 80/120 no. and then with sand paper of 160/180 nos. 2. Applying two coats of sealer with spray gun and allowing sufficient drying time for 1st coat and 2nd coat is allowed to dry for 8 to 12 hrs. 3. On drying of sealer coat, wet rubbing with emery cloth of finer grading with ample water to remove excess sealer layer and make the surface further smooth after this wet rubbing, then surface is applied with special grade melamine fillers to fill all the small and big holes/grooves etc. Filler coat to be allowed to dry for 4 to 6 hrs on which again a light wet rubbing is done this surface is further allowed to dry for 12 hrs. 4. On this, 1st coat of melamine polish is applied with spray gun using melamine clear polish and melamine thinner in required proportion. This 1st coat is allowed to dry for 24 hrs then this dry surface is again fine wet rubbed smooth, which is further allowed to dry for 12 hrs The final melamine polish is applied with compressor pressure spray gun using melamine clear polish and melamine thinner mixed in required proportion complete as per direction of Engineer-in-Charge. (Final coat to be done in 1 or 2 layers without gap of time.)	250.00	Sqm	1997.03	**499257.50**	INR Four Lakh Ninety Nine Thousand Two Hundred Fifty Seven & Paise Fifty Only
159	Fitting and fixing old pieces of asbestos, G.C.I.or C.I.sheets or plain sheets including closing old holes with washers and sheet-bolts and nuts, etc. and including fixing the same to supporting frame with necessary hook-bolts,washers, putty etc. (excluding cost of sheets). (Payment tobemade on area of finished work.) With all new fittings including the cost thereof b(in wall)	300.00	sqm	87.00	**26100.00**	INR Twenty Six Thousand One Hundred & Paise Zero Only
160	Hire Charges of Mini Truck including driver, fuel and other tools & tackles but excluding the labour cost of loading and unloading for shifting job at various place of SMP, Kolkata. For the Period of 8 hr. As directed by EIC.	50.00	Per Truck Per Day	4600.00	**230000.00**	INR Two Lakh Thirty Thousand & Paise Zero Only
161	Fixing of bamboo posts by digging hole in all sorts of soil and subsequent thorough repacking the same with spoils including thecost of one coat of coal-tarring the embedded portion of the bamboo : Depth 600 mm.	200.00	Each	22.00	**4400.00**	INR Four Thousand Four Hundred & Paise Zero Only
162	Strong bamboo posts, posts plates, rafters, ties etc. fitted and fixed complete with coir rope or nails as directed. Embedded portion of posts shall also be paid for against this item. Cost of digging hole and repacking being paid for seperately.100 mm dia bamboo	695.00	Mtr	66.00	**45870.00**	INR Forty Five Thousand Eight Hundred Seventy & Paise Zero Only
163	Galvanised corrugated iron sheet work (excluding the supportingframework)fittedandfixedwith10mm.diaJor Lhook-bolts, limpet and bitumen washers and putty complete with 150mm .end lap and onecorrugatio nminimum side lap. (Payment tobe made on area of finished work)(GCI sheet to be supplied by contractor) In wall With 0.63 mm thick sheet	100.00	Sqm	630.00	**63000.00**	INR Sixty Three Thousand & Paise Zero Only
Total in Figures					**8234427.90**	INR Eighty Two Lakh Thirty Four Thousand Four Hundred Twenty Seven & Paise Ninety Only
Quoted Rate in Figures			**Select**		**0.00**	INR Zero Only
Quoted Rate in Words		**INR Zero Only**				

THE BOARD OF SYAMAPRASAD MOOKERJEE PORT , KOLKATA

FORM OF TENDER

Chief Engineer
6 , Strand Road
Kolkata- 700001

I/We ....

of ....

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of SMPK and at the rates & prices set out in the annexed Bill of Quantities within **365 days (**including preliminary time) 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 there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of SMPK shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs. .... **NOT TO BE QUOTED HERE**
(Rupees in words)..

...

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

I/We have deposited with SYAMAPRASAD MOOKERJEE PORT AUTHORITY (SMPA), a sum of ....vide Pay Order/Demand Draft No.......................dt..................of...(name of Bank) 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.

Signature of Tenderer

(Seal of the Tenderer)

Witness :-
Signature :-

Name :-
Address :-

Name of Tenderer :-
Dated :-

Address :-

ANNEXURE - F.

Sl. No.	Name of the Document Uploaded / Submitted	File Name
i	PAN card.	
ii	Valid GST registration certificate.	
iii	Cost of tender and Earnest Money Deposit through (a) Insurance Surety Bond / A/c payee DD / FD receipt / Banker's Cheque / Bank Guarantee from any of the commercial banks / online payment in an acceptable mode or (b) exemption of cost of tender and EMD with valid MSME / UDYAM/ NSIC certificate.	
iv	Valid Trade License (applicable for type of work).If this is not applicable, the bidder must submit an acceptable document in this regard.	
v	Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit an acceptable document in this regard.	
vi	Copy of EPF Registration Certificate.	
vii	Copy of ESI Registration Certificate.	
viii	Details of the firm as per Schedule-O of the tender document duly filled up.	
ix	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.	
x	Last three years Balance sheet and Profit &Loss account in support of Annual Financial turnover (i.e., 2022-2023, 2023-2024 and 2024-2025). The same should be audited as per relevant norms wherever required.	
xi	A list of technically qualified and skilled persons would be engaged to supervise and execute the work.	
xii	All undertakings as per Annexure-D-1.	
xiii	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) of the tender document, in EXCEL format.	
xiv	"Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.	
xv	"Power Of Attorney duly notarized" (not required for a proprietary firm).	
xvi	TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.	

Note :

1. **In the above column "File Name" Please mention file name against each document (in .pdf format) wherein the required documents as per NIT have been submitted / uploaded at CPPP Portal (mention page number if the file consists of more than 20 pages)**
2. **In case there is an error in filling up this form and no subsequent intimation is received from the bidder in this regard after opening of tender within 7 (Seven) days, request for re-evaluation shall not be considered.**

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

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संविदा की सामान्य शर्तों में संशोधन

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

 खंड-3.4 निविदा/ प्रस्ताव और उसकी पूर्वापेक्षाएं
 Cl-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)

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

"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। अध्यक्ष

"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 समनुदेशिती, यदि कोई हों, शामिल हैं । संविदाकार

"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 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 । इंजीनियर

"Engineer" means the Board's official who has invited the 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. Engineer

1.5 "इंजीनियर के प्रतिनिधि" से इंजीनियर का कोई अधीनस्थ या सहायक या कोई ऐसा अन्य पदाधिकारी अभिप्रेत है जिसे इसके खंड 2.4 से 2.6 तक में वर्णित कर्तव्यों के निर्वहन हेतु इंजीनियर द्वारा समयसमय पर नियुक्त किया गया हो । इंजीनियर के प्रतिनिधि

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

1.6 "कार्य" से संविदा के अनुसार निष्पादित किया जानेवाला कार्य अभिप्रेत है और इसमें प्राधिकृत "अतिरिक्त कार्य" तथा "अधिक कार्य" एवं "अस्थायी कार्य" शामिल हैं । कार्य

"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works". Works

1.7 'अस्थायी कार्य' से कार्य के निष्पादन, समापन या अनुरक्षण में या उनके लिए अपेक्षित सभी प्रकार के सभी अस्थायी कार्य अभिप्रेत हैं और इसमें (तद्द्वारा पूर्व में वर्णित परिभाषाओं को सीमित किए बिना) सभी अस्थायी निर्माण, पाड़ बंधाई, सीढ़ियों का निर्माण, लट्ठे की जोड़ाई, टंकी की सोखाई, साइट कार्यालय, सीमेंट एवं अन्य गोदाम, भवन सामग्री को इकट्ठा करने के लिए प्लेटफार्म और बिन्स, जैंट्री, अस्थायी मार्ग और सड़कें, अस्थायी पुलिया और मिश्रण प्लेटफार्म शामिल हैं । अस्थायी कार्य

"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. — Temporary works

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 । — अतिरिक्त कार्य और अधिक कार्य

"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. — Extra works and Excess works

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

"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. — Specification

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। — रेखाचित्र

"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 (तद्‌द्वारा 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.

1.14 "संविदा मूल्य" से संविदाकार की निविदा/प्रस्ताव के स्वीकृति-पत्र में वर्णित राशि अभिप्रेत है जो इसमें इसके पश्चात् अंतर्विष्ट प्रावधानों के अधीन इंजीनियर द्वारा की जा सकनेवाली वृद्धि एवं कटौतियों के अध्यधीन होगी। — संविदा मूल्य

"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 अँग्रेज़ी कैलेण्डर माह अभिप्रेत है। — माह

"Month" means English Calendar Month. — Month

1.16 "अपवादित जोखिम" ऐसे दंगे है 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)। — अपवादित जोखिम

"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। — एकवचन/ बहुवचन

Word importing the singular only, also includes the plural and vice-versa where the context so requires. — 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 Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. Headings/Marginal Notes.

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

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

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 अनुसार कार्य का निष्पादन, समापन एवं अनुरक्षण करेगा तथा किसी प्रकार के किसी मामले में इंजीनियर के निदेशों का पालन करेगा । इंजीनियर का प्राधिकार

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

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

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

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

The Engineer shall have full power and authority : Engineer's Power

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

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

(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 प्रतिनिधिः

The Engineer's Representative shall :

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

(i) कार्य की निगरानी एवं पर्यवेक्षण करेगा।

watch and supervise the works.

(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 ख़र्च 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 :

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 Overriding Power

(क)किसी कार्य या सामग्री को अननुमोदित करने में इंजीनियर के प्रतिनिधि की विफलता का प्रतिकूल प्रभाव तत्पश्चात 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।

(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।

(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 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:

निविदा में सभी सुसंगत पहलुओं/ मुद्दों को शामिल किया जाए।

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 लिए अपेक्षित अस्थायी जलमार्ग-गमनाधिकार हेतु संभावित शुल्क एवं लागत सहित कार्य-स्थल पर पहुंचने के साधन तथा अन्य स्थानीय परिस्थितियां। स्थानीय परिस्थिति।

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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.

(ङ.) संविदाकार द्वारा कर एवं शुल्क का भुगतान और सभी लागू क़ानूऩ कर/शुल्क का भुगतान

अध्यादेश और विधि तथा उसके अधीन बनाए गए नियमों, सार्वजनिक निकायों या किसी स्थानीय या अन्य प्राधिकरण के नियमों, विनियमों एवं 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।

एवं सभी क़ानूनों का पालन।

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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 स्टांप-शुल्क का भुगतान।

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

संविदाकार द्वारा स्टांप-शुल्क का 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।

स्वामी के नाम का प्रकटीकरण।

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

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, प्रत्येक निविदा निम्नलिखित पैमाने के अनुसार परिकलित बयाना राशि के साथ प्रस्तुत की जाए । — बयाना राशि एवं प्रतिभूति जमा

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

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 कलकत्ता पत्तन न्यास के पक्ष में आहरित किसी भारतीय राष्ट्रीयकृत बैंक की किसी कलकत्ता शाखा के बैंकर चेक या 'कलकत्ता पत्तन न्यास' के पक्ष 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। — बयाना राशि का भुगतान करने की विधि।

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(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta 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. — Method of Paying E.M.

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

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

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

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

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/-

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

Tender without EM liable to rejection.

(ङ)(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.

प्रस्ताव स्वीकार करने के पूर्व बयाना राशि की जब्ती।

Forfeiture of E.M. before acceptance of offer.

(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.

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

(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 ।

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

(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.

शेष प्रतिभूति जमा की वसूली का तरीका

(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 वस्तुत: किए गए कार्य के कुल मूल्य के निम्नलिखित प्रतिशत के अनुसार संगणित मात्रा से अधिक न हो ।

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

Mode of recovery of balance S.D.

प्रतिभूति जमा की वसूली का पैमाना

Scale of S.D. recovery.

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.
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/-	प्रथमरु. 10,00,000/- पर 10%+अगलेरु. 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 संविदा के लिए शेष प्रतिभूति को ट्रस्टी के कोषाध्यक्ष के पास अग्रिम रूप से और आपूर्ति आदेश दिए जाने की तारीख से 30 दिनों के भीतर या तो नकदी के रूप में या, यथास्थिति, कलकत्ता/हल्दिया में देय कलकत्ता पत्तन न्यास के पक्ष में आहरित किसी भारतीय राष्ट्रीयकृत बैंक के पानेवाले के खाते में देय ड्राफ़्ट द्वारा जमा करना होगा ।

आपूर्ति संविदा हेतु प्रतिभूति जमाराशि का अग्रिम रूप से जमा किया जाना

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

S.D. for supply contracts to be deposited in advance.

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

बयाना राशि/ प्रतिभूति जमाराशि पर कोई ब्याज देय नहीं

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

No interest payable on E.M. /S.D

3.5 (i) इसमें इसके नीचे उप-खंड 3.5(ii) के प्रावधानों के अधीन कटौती के, यदि कोई हो, अध्यधीन और इसमें इसके पश्चात् खंड 9.3 की शर्तों के अनुसार प्रतिभूति जमाराशि की वापसी संविदाकार को की जाएगी । तथापि, यदि 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

प्रतिभूति जमाराशि की वापसी का तरीका

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

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.

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 प्रोफ़ार्मा 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."

4.0 संविदा एवं संविदाकार की सामान्य बाध्यता

THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (क) संविदा की दस्तावेजें अँग्रेज़ी भाषा में तैयार की जाएंगी।

(a) The contract documents shall be drawn-up in English language.

अँग्रेज़ी भाषा का प्रयोग किया जाए
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).

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।

संविदाकार द्वारा संविदा निष्पादित किया जाना

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.

Contractor to Execute Contract Agreement.

4.3 संविदा के भागरूप पृथक्-पृथक् 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 ।

संविदा दस्तावेजों का निर्वचन- इंजीनियरों की शक्ति

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.

Interpretation of contract documents- Engineers' Power

4.4 संविदा की सामान्य एवं विशेष शर्तों तथा परिमाण बिल में निर्दिष्ट रेखाचित्रों की दो प्रतियां इंजीनियर द्वारा बिना मूल्य ठेकेदारों को कार्य में उनके उपयोग के लिए प्रदान की जाएंगी परन्तु वे न्यासी मंडल की संपत्ति 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।

सभी रेखाचित्र न्यासी मंडल की संपत्ति हैं

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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 प्रतियाँ किसी मूल्य के बिना इंजीनियर को उसकी सूचना और/या अनुमोदन के लिए देगा,परंतु इसका अर्थ किसी भी रूप में संविदाकार के दायित्व का इंजीनियर में अंतरण नहीं होगा।

संविदाकार द्वारा कार्य-संचालन/ प्रगति-रेखाचित्र तैयार किया जाना

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 - (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

संविदाकार कार्य को उप-पट्टे पर नहीं दे सकता है

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।

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 आपूरित 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.

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।

संविदाकार, इंजीनियर द्वारा बनाए गए डिजाइन तथा विशेष विवरण की सत्यता के सिवाय सभी निर्माण प्रक्रिया के लिए उत्तरदायी है

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.

Contractor is responsible for all construction process,except for correctness of design and specification formulated by the Engineer

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 I

संविदाकार द्वारा अपने कार्य की योजना प्रस्तुत किया जाना

Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme

Contractor to submit his programme of

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

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 या उसके प्रतिनिधि द्वारा आवश्यक समझे जाने की अवधि तक संविदाकार द्वारा आवश्यक एवं पर्याप्त पर्यवेक्षण की व्यवस्था की जाएगी। संविदाकार या 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 अध्यधीन 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।

संविदाकार द्वारा कार्य का पर्यवेक्षण किया जाना

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

Contractor to supervise the works

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।

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

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 is 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

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
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, निर्देशचिहन, साइट रेल्स, खूंटी, तल चिहन, प्रोफाइल चिहन तथा कार्य के सीमांकन में प्रयोग की जानेवाली अन्य वस्तुएं उपलब्ध कराएगा,संरक्षित एवं परिरक्षित करेगा।

लाइन, लेवेल, सीमांकन आदि के लिए संविदाकार उत्तरदायी है

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.

संविदाकार का दायित्व कार्य की संरक्षा करना है

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

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 दोषनुकसान तक,यदि कोई हो, सीमित होगी।

Contractor is responsible to protect the work

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.

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

कार्य के निष्पादन में अन्य संरचनाओं/ व्यक्तियों को पहुंचाए गए सभी प्रकार के नुकसान के लिए संविदाकार उत्तरदायी है।

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 भूवैज्ञानिक या पुरातात्त्विक महत्व के अन्य अवशेष या वस्तु का पता लगता है तो वे न्यासी मंडल की संपत्ति बनी रहेंगी और संविदाकार उनके बारे में तत्काल इंजीनियर के प्रतिनिधियों को सूचित करेगा और अपने 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।

जीवाश्म, निखात निधि आदि न्यासी मंडल की संपत्ति हैं

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

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

(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.

(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.

(ङ) 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 ।

(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 विखंडित सामग्री न्यासी मंडल की संपत्ति / Dismantled materials Trustees' property

संविदा की शर्तों के अनुसार किसी संपत्ति, भवन या संरचना को गिराने पर प्राप्त मलवा 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.

जीसी/GC-13

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

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 site of constructional plant wreckage, rubbish, surplus earth temporary works no longer required.

(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।

(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.

संविदाकार को नोटिस

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 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।

Notice to Contractor.

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.

संविदाकार द्वारा फोटो या कार्य-विवरण प्रकाशित नहीं किया जाना।

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।

Contractor not to publish photograph or particulars of work

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.

संविदाकार द्वारा बाहरी व्यक्तियों को सुविधाएं प्रदान

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 संविदाकार और उनके कामगारों, न्यासी मंडल के अपने स्टाफ एवं कार्य-स्थल

पर या उसके आसपास के अन्य सार्वजनिक निकाय के श्रमिकों को सभी 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 । किया जाना

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

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 द्वारा स्वीकृत समय के भीतर संविदाकार कार्य आरंभ करेगा । उसके बाद इंजीनियर या उसके प्रतिनिधियों द्वारा अभिव्यक्त रूप से मंजूर किए जाने या 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।

तथा प्रगति की सतत् दर बनाए रखना।

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

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. | working hours

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 अध्यधीन 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 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.

Works

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

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 ख़र्च 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 the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

after the Trustees' materials

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

संविदाकार द्वारा न्यासी मंडल की सामग्री को हुई हानि या क्षति की पूर्ति किया जाना

(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) साधारणत: 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 को जारी की गई न्यासी मंडल की सामग्री के मूल्य की वसूली संविदाकार के बिलों और/या उसकी किसी अन्य देयराशियों से आनुक्रमिक रूप से कार्य में उसके उपभोग के अनुसार और/या इंजीनियर या उसके प्रतिनिधि द्वारा 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 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।

सामान्य परिस्थितियों में संविदाकार से न्यासी मंडल की सामग्री के मूल्य की वसूली

(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 संविदाकार को जारी की गई न्यासी मंडल की कोई सामग्री (i) खो या क्षतिग्रस्त हो जाती है, (ii) आवश्यकता से अधिक उपभोग की जाती है तथा (iii) संविदाकार द्वारा सामान्य बर्बादी से अधिक बर्बाद की जाती है तो उसके मूल्य की वसूली,निम्नलिखित में से जो भी अधिक हो उसपर $19^{1/4}$ 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।

अन्य परिस्थितियों में संविदाकार से न्यासी मंडल की सामग्री के मूल्य की वसूली

(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.

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 द्वारक 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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5.11 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 -

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

(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

(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।

Contractor to suspend work on Order from Engineer or his Representative

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

unless such suspension is -

(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।

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 संविदा में विहित किसी अंतिम जांच में पास हो जाता है तब संविदाकार अपना आवेदन इंजीनियर को दिए जाने के 21 दिनों के भीतर उससे इसके

कार्य पूर्ण करने संबंधी प्रमाण-पत्र-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।

Completion Certificate- G.C.1.

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.

6.0 भुगतान की शर्तें /TERMS OF PAYMENT :

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

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 प्रमाणपत्र जारी किए जाने के पूर्व खाते में किए गए भुगतान को,यदि कोई हों, 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.

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 अध्यधीन ऐसी लेखागत अदायगी के अंतराल के बारे में इंजीनियर या उसके प्रतिनिधि द्वारा निर्णय किया जाएगा जो साधारणत: 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।

माप को अभिलिखित करना

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 प्रोफ़ार्मा 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 अध्यधीन उक्त बिल की "शुद्ध देय" राशि के 75% से अनधिक राशि की सीमा तक बिल के प्रति अग्रिम भुगतान की अनुमति देगा। माप्पुस्तिका 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

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 स्वीकृत प्रस्ताव/जहाँ निविदा में अंकित मूल्य की प्राक्कलित राशि रु॰2,00,000/- या उससे अधिक हो, की बाबत संविदाकार द्वारा 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 - खराब न होनेवाली सामग्रियों के प्रति अग्रिम भुगतान

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,

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 प्रोफ़ार्मा 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 प्रोफ़ार्मा 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 स्वत: 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 उत्तरोतर 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।

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 प्रमाणित किया जाता है या न्यासी मंडल द्वारा संविदाकार के किसी खाते में दुबारा भुगतान किया जाता है तो इंजीनियर या उसके प्रतिनिधि का कोई प्रमाणपत्र संविदाकार से पुनर्भुगतान प्राप्त करने से न्यासी मंडल को नहीं रोकेगा या संविदाकार को संरक्षित नहीं करेगा।

गलत और अत्यधिक भुगतान की वसूली

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 परिमाण

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 that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :

the works

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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

(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 के एकमात्र विनिश्चय के अनुसार मूल्यांकित ऐसे सभी फेरफार पर विचार किया जाएगा तथा संविदा मूल्य में तदनुसार फेरफार किया जाएगा।

No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the

इंजीनियर द्वारा किया गया फेरफार संविदा को निष्फल नहीं करता है

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. contract

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 अर्थांतर्गत लिखित रूप में दिया गया आदेश माना जाएगा।

जहाँ फेरफार के लिखित आदेश की जरूरत नहीं है

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" subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

Where written order for variation is not needed

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।

(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.

(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

अधिक या अतिरिक्त,या छोड़ दिए गए कार्य या प्रतिस्थापित कार्य के लिए भुगतान, इंजीनियर की शक्तियाँ

Payment for extra or additional, or omitted work or substituted work,Engineer's

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 ad 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 आपूरित की जानेवाली न्यासी मंडल की सामग्री की विलंबित उपलब्धता 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 समापन-समय का विस्तार

"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 रूप में यथासंसूचित उसके विस्तार तक कार्य को पूरा करने में चूक करता है तो संविदाकार दंड के रूप में नहीं बल्कि क्षतिपूर्ति (परिनिर्धारित नुकसानी) के रूप में न्यासी मंडल को कार्य अपूर्ण रहनेवाले प्रत्येक सप्ताह या उसके भाग के लिए निविदा/प्रस्ताव संबंधी स्वीकृति पत्र में 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।

न्यासी मंडल को देय 'परिनिर्धारित नुकसानी' एवं अन्य क्षतिपूर्ति

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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.

संविदाकार से चूक, उपचार एवं शक्तियाँ/ संविदा की समाप्ति

8.3 संविदाकार को किसी प्रतिकर के लिए दायी हुए बिना न्यासी मंडल अपने पूर्ण विवेकाधिकार से संविदा समाप्त कर सकता है और कार्यस्थल पर जा सकता है एवं निम्नलिखित में से किसी कारण से संविदाकार को लिखित रूप में न्यूनतम 3 दिन की नोटिस देकर उसे वहाँ से निष्कासित कर सकता है तथा इंजीनियर द्वारा यथा संसूचित इस बाबत न्यासी मंडल का निर्णय अंतिम और निश्चायक होगा :

Default of the Contractors remedies & powers/ Termination of

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

any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive : Contract.

(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.

(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 अध्यधीन 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 वस्तुत 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 आरंभिक कार्य-पूर्णता प्रमाणपत्र में उल्लिखित तारीख से संविदा की विशेष शर्त के रूप में विनिर्दिष्ट की जा सकनेवाली अवधि के लिए उसका अनुरक्षण करेगा। संविदा के अनुसार या इंजीनियर या उसके 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 तुष्टि 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 पूर कराएंगे तथा उसपर एवं उसके अनुषंगी सभी व्यय इंजीनियर द्वारा उपयुक्त समझे जानेवाले रूप में संविदाकार से वसूलीयोग्य होंगे।

कार्य के अनुरक्षण की संविदाकार की बाध्यता

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.

9.2 संविदाकार द्वारा तबतक कार्य पूर्ण किया गया नहीं समझा जाएगा और न्यासी मंडल द्वारा तबतक अंतिम रूप से कार्य स्वीकार किया गया नहीं समझा जाएगा जबतक संविदाकार द्वारा अनुरक्षण 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 ।

अंतिम कार्य-पूर्णता प्रमाणपत्र

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 (i) न्यासी मंडल द्वारा धारित प्रतिभूति राशि के लिए प्रदान की गई ट्रेजरी रसीद और (ii) इसके साथ उपाबद्ध प्ररूप जी॰सी॰ 3 में अपना "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 ।

प्रतिभूति जमाराशि की वापसी

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.

Refund of Security Deposit

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 निर्वचन से उत्पन्न या सम्बद्ध या शिल्प की गुणवत्ता के बारे में या

इंजीनियर का 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

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 अर्थांतर्गत 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.

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 निर्देशित् 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.

10.3.3 जिस समय-सीमा के भीतर मध्यस्थ अपना पंचाट प्रस्तुत करेगा वह भारतीय माध्यस्थम् अधिनियम1940 या उसके किसी संशोधन में यथा उपबंधित सामान्यत: 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 कलकता या हल्दिया होगा। ऐसे प्रत्येक या किसी निर्देश पर क्रमश: 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 अधिनियम1940 या उसके किसी संशोधन के उपबंधों के अध्यधीन 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.

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/-.

[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.

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[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 ।

[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.

[ङ] 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 पूर्णत: एवं अंशत: 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।

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 उत्कथित नहीं किया जाए**
THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(शब्दों में दोहराएं) **कवर I प्रस्ताव में उत्कथित 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.

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 :

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.0------------------------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)

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 : ....

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 एतद्द्वारा 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 प्रोफ़ार्मा / 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 समनुदेशिती शामिल समझे जाएंगे) निष्पादित किया जाता है।

THIS AGREEMENT made ---------------- day of________________20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto

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 he deemed to include his heirs, executors, administrators, representative, successor in office and permitted assigns) of the other part.

चूंकि 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 क्रमश: 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 एतद्द्वारा 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 एतद्द्वारा 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.--------------------------

तारीख/Date-----------------------

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 समनुदेशिती 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 समनुदेशिती शामिल समझे जाएंगे),दिनांक----------------------------के **नियोक्ता का** कार्यालय आदेश जारी कर एक **संविदा** अधिनिर्णीत किए जाने,और संविदाकार द्वारा उसे स्पष्टत: 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) एतद्द्वारा -----------------तक किसी समय यथा पूर्वोक्त रु॰ ---------------(रुपये ---मात्र) तक संविदाकार द्वारा देय कोई या सभी राशि नियोक्ता को उसकी मांग पर किसी आपत्ति, आरक्षिति, 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 निश्चायक एवं बाध्यकारी होगी। बैंक नियोक्ता की पूर्व सहमति के बिना इस गारंटी के चालू रहने के दौरान इसे प्रतिसंहृत 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 EMPLOYEER 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 मुल्तवी 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 reliving 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 प्रथमत: 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 समय-समय 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.

आज वर्ष 20--------के -------------------------के -----------दिन को-------------------------------------में

Dated, this .... day of ....20 .... at ....

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**"

<u>उद्देशिका/Preamble</u>

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.

अत: 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.

खंड/Section 1 - <u>प्रिंसिपल/नियोक्ता की प्रतिबद्धता/Commitments of the Principal/ Employer</u>

(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 - <u>बोली लगानेवाले(वालों)/संविदाकार(रों) की प्रतिबद्धता</u>

<u>Commitments of the Bidder(s) / Contractor(s)</u>

(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 प्रस्ताओं 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.

ङ॰ 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 बिचौलिये 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-<u>निविदा प्रक्रिया से निरर्हता और भविष्य की संविदाओं से अपवर्जन</u>
<u>Disqualification from tender process and exclusion from future Contracts</u>

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 निरर्हित 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 - <u>नुकसानी के लिए प्रतिकर / Compensation for damages</u>

(1) यदि प्रिंसिपल ने बोली लगानेवाले(लों) को खंड 3 के अनुसार अधिनिर्णय से पहले निविदा प्रक्रिया से निरर्हित 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 <u>पूर्वतन अतिक्रमण/Previous transgression</u>

(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 निरर्हित 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- <u>सभी बोली लगानेवालों/संविदाकारों/उप-संविदाकारों के साथ समान व्यवहार</u>
<u>Equal treatment of all Bidders/Contractors/Sub-Contractors</u>

(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 निरर्हित 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- <u>अतिक्रमणकर्ता बोली लगानेवाले(लों)/संविदाकार(रों)/उप-संविदाकार(रों) के विरुद्ध अन्य विधिक कार्रवाई</u>
<u>Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)</u>

इस सत्यनिष्ठा समझौते में अनुबद्ध कार्रवाई ऐसी किसी अन्य विधिक कार्रवाई पर प्रतिकूल प्रभाव डाले बिना हैं 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 मानीटर (आईईएम) की भूमिका
Role of Independent External Monitor(IEM):

(क) मानीटरों 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 अध्यधीन 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 पहुंच 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 सिफ़ारिशें 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.

(ञ) 'मॉनीटर' शब्द में एकवचन और बहुवचन दोनों शामिल होंगे

(j) The word 'Monitor' would include both singular and plural.

खंड/Section 9 - <u>अन्वेषण की सुविधा/Facilitation of Investigation</u>:

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 - <u>समझौते की अवधि/Pact Duration</u>:

यह संमझौता तब शुरू होता है जब दोनों पक्षकार विधिक रूप से इसे हस्ताक्षरित करते है 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 ख़ारिज/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 - <u>अन्य प्रावधान /Other Provisions</u>:

(1) यह करार भारतीय विधि के अध्यधीन 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.

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(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)   (कार्यालय की मुहर)

(Office Seal)   (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-फ़ार्म 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 राष्ट्रीयता 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 प्रत्यूत्तर 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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Signature Not Verified
Digitally signed by SAURAV SHIL
Date: 2026.05.12 13:12:21 IST
Location: eProcure-EPROC