

ANDREW YULE & COMPANY LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)
SWITCHGEAR UNIT, ELECTRICAL DIVISION
14, MAYURBHANJ ROAD, KOLKATA – 700023.

Repairing /renovation work at Togami Unit, AT THAKURPUKUR

ANDREW YULE & CO. LTD. invites offer from reputed Contractor for repairing / renovation works of existing production building and others at Togami Unit, Thakur pukur, Kolkata.

We request you to submit your offer for repairing / renovation works of existing production building and others at Togami Unit, Thakurpukur, Kolkata.

E-Tender under single stage two part system (**Part I** : Techno-Commercial Bid, **Part II**: Price Bid). “Scope of work / Technical specification” as specified in this tender document.

Tender document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/aycl. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

Schedule of Tender

1.	E-TENDER NO.	AYCL/Electrical Division KO/75/16-17/ET/165
2.	MODE OF TENDER	<u>e-Procurement System</u> - Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/aycl The intending bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by AYCL/MSTC
3.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	16.12.2016
4.	Date of availability of NIT to the Vendors for downloading	16.12.2016
5.	Earnest Money Deposit and uploading of documents	As described in Annexure II
6.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl	16.12.2016 - 02.00 PM
7.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	06.01.2017 - 05.00 PM
8.	Last date of submission/ uploading details of EMD & other documents at www.mstcecommerce.com/eprochome/aycl	06.01.2017 - 05.00 PM
9.	Date & time of opening of Part-I (Techno-Commercial Bid)	07.01.2017 – 11.00 AM

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Annexure-I

Important Instructions for E-procurement

This is an e-procurement event of ANDREW YULE & COMPANY LTD Ltd. You are requested to read the Terms & Conditions (Annexure- II) of this tender before submitting your online tender. Bidders who do not comply with the Conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Price Bid.

1. Process of E-tender:

A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class II signing type Digital Signature Certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprochome/aycl

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under AYCL- Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC/AYCL (before the scheduled time of the e-Tender).

Contact person (ANDREW YULE & COMPANY LTD):

1. Mr. Bhaskar Bandopadhyay
Sr. Manager (Materials)
Ph. No: (033) 2449-1601
Mobile No: 9433360670
Email: bhaskar.bandopadhyay@andrewyule.com

2. Mr. Rajib Giri
Manager (Purchase & Logistics)
Mobile No: 9831461611
Email: rajib.giri@andrewyule.com

3. Pallab Naskar

Asst.Manager (Purchase)

Mobile. No: 9434605933

Email: pallab.naskar@andrewyule.com

Contact person (E-Commerce, MSTC Ltd):

1. Mr. Arindam Bhattacharjee

Deputy Manager (E-commerce)

MobileNo: 09330102643

Email: arindam@mstcindia.co.in

Landline: (033) 22901004

2) Mr. Sabyasachi Mukherjee

Assistant Manager (E-commerce)

Mobile- 07278030407

Email: smukherjee@mstcindia.co.in

3. Ms Sumona Maity

Management Trainee (E-Commerce)

Mobile-09831155225

Email: smaity@mstcindia.co.in

System Requirement:

i) Windows XP-SP3 or above / Windows 7 Operating System

ii) IE-7 or above Internet browser.

iii) Signing & Encryption type digital signature

iv) JRE 7 update 79 software to be downloaded and installed in the system.

Security level should be medium

v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once).

2. Part-I: Uploading of Documents:

Bidding in e-Tender:

a. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

b. The bidder(s) can submit their Techno Commercial bids and price bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU / Govt depts. → Login under AYCL → My Menu → Auction Floor Manager → live event → Selection of the live event.

- c. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid.
- d. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno- Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "Save" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "Submit" button to register their bid.
- e. Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
- f. Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.
- g. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else
- i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above
- j Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can download Technical Comparative statement.
- k Price bid will be opened electronically on specified date and time given in the NIT. Bidder(s) can download Price Comparative statement.
- l. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity

- m. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful bidder shall be called hereafter SUPPLIER.
- n. Buyer 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.
- o. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

E-tender cannot be accessed after the due date and time mentioned in NIT.

All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by ANDREW YULE& COMPANY LTD/MSTC LTD. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

ANDREW YULE & COMPANY LTD has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/aycl of MSTC Ltd.

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. to familiarize them with the system before bidding.

ANNEXURE - II

GENERAL INFORMATION

1) *Earnest Money* : Rs. 20,000

Bidders have to deposit Rs.20,000 by D.D. / Pay Order issued in favour of Andrew Yule & Co. Ltd., payable at Kolkata towards Earnest Money. EMD shall be refunded to unsuccessful bidders, after finalization of the rate contract without payment of any interest. For successful bidders, EMD will be converted and kept as security deposit. No interest is applicable for Security Deposit.

For bidders already enlisted with AYCL, Electrical Division, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or who have security deposit available with us, may apply for adjustment of the same as EMD/security deposit. The total EMD should be as mentioned in the tender.

Bidders who are MSME approved are exempted from submission of EMD amount. A request letter from the bidder has to be submitted along with a copy of the relevant MSME certificate.

2) *Security Deposit (to be submitted by successful bidder)* : Rs. 1,00,000

The EMD amount of Rs. 20,000, if submitted, can be adjusted with this security deposit amount. The security deposit would be released after successful completion of work.

3) *Minimum value of work for interim certificate* : Rs. 200,000

4) *Retention percentage on bills* : 5% (Five Percent)

5) *Maximum retention including security deposit* : Rs. 300,000

6) *Period of honouring certificate* : 15 days

7) *Date of commencement of work* : 15 days after issue of Letter of Intent

8) *Date of completion* : 4-6 Months from the date of commencement.

9) *Liquidated Damage* : ½% per week subject to the maximum of 5% of total bill value.

10) *Time schedule* : To be prepared by Contractor and approved by Consulting Engineers and Architects

11) *Period of final measurement* : Within one month after virtual completion.

12) *Defects liability period* : 12 months after virtual completion.

13) *Liquidated Damage* : ½% per week on the portion of unexecuted job subject to a maximum of 5% on total bill value.

14) *Cost of extra drawings (over two copies each)* : Rs. 20.00 per sq.ft. of printed area.

15) *Estimated value of Tender* : Rs. 30 Lacs.

- 16) Performance Bank Guarantee :** The successful bidder has to submit 10% of the total bill value in the form of Bank Draft / Bank Guarantee from any Nationalised Bank to be drawn in favour of Andrew Yule & Co. Ltd. as performance bank guarantee for due performance of the contract. Else an equivalent amount would be retained with AYCL from the bills submitted by the Contractor. The said amount / bank guarantee would be released to the Contractor after completion of the Defects Liability Period of 12 months subject to that the Contractor has attended all defects indicated by the Consultant/Employer from time to time during the Defects Liability period and the certificate obtained to that effect from the Consultant/Employer.
17. **Income Tax** : To be deducted as per govt. rules.
18. **Validity of Offer** : Your offer should be valid for acceptance for a minimum period of 90 days from the date of opening of tender.
19. **Taxes Applicable** : Works Contract Tax and Service Tax will be applicable.
20. **All materials required** for Repair/Renovation work are to be supplied by the Contractor. Only source of Water and Electricity are to be provided by AYCL.

Tender Evaluation :

Bidders who have not met the Eligibility conditions and bidders who have not submitted EMD / adequate request for waiver as per Tender Specification will be rejected.

While the bid qualification requirements are the minimum basic requirements to get the Commercial bids accepted, the capability of the bidder will be assessed by AYCL. AYCL reserves the right to ask for additional documents from the bidders, if required. Based on assessment, AYCL shall accept or reject the Techno-Commercial bid, even though they meet the minimum bid qualification. AYCL's assessment in this regard will be final and binding.

The Comparative statement generated by MSTC E-commerce is provisional. Final CSQ to be generated by AYCL and L1 will be determined on totality basis considering serial nos. 1-55 of Price Bid. For determination of L1 bidder serial no. 56 of Price Bid shall not be considered but shall be negotiated separately.

NOTE

Bidders are requested to contact AYCL and fix an appointment for visiting the site to analyze the actual condition prior to submission of bid.

THE RIGHTS OF THE COMPANY

- 1) Bidders who have quoted other payment terms & condition having financial implication will be loaded as per Andrew Yule's norms.
- 2) We reserve the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without assigning any reasons whatsoever.

Annexure – III

ELIGIBILITY CONDITIONS

1. Contractors should have minimum 10 years of work experience in repairing/renovation/restoration job.

2. Contractors should have executed 3 repairing / renovation / restoration jobs in last 5 years - one having a minimum job value of 15 Lakhs.

3. Contractors having work experience in Government Departments, Semi-Govt. / public sector organizations will be given preference. Certificate of successful completion from the authority are to be enclosed.

ANNEXURE - IV

ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT

FOR

**Proposed Repairing / renovation works at Togami Unit,
M.G. Road, Thakurpukur, Joka, Kolkata -700104**

(To be signed by the **successful bidder** in Rs. 10/- non-judicial Stamp Paper)

This Articles of Agreement is made on theday of, 2016 between **Andrew Yule & Company Limited**, A Govt. of India Enterprise and an existing company within the meaning of the Companies Act, 2013 having its Registered Office at "Yule House" 8, Dr.Rajendra Prasad Sarani, Kolkata- 700001, hereinafter referred to as the "**Owner**" (which expression shall unless excluded by or repugnant to the context mean and include its legal representative, success or successor in office & assigns) being represented byauthorized signatory of the Owner company of the

FIRST PART

And
..... having its Registered Office/Place of business at, hereinafter referred to as the "**Contractor**" (which expression shall unless excluded by or repugnant to the context mean and include its legal representative, success or successor in office & assigns) being represented by authorized signatory of the contractor of the **OTHER PART**

Whereas

That the owner is desirous of repairing the damages at their Togami Unit at Thakurpukur, Joka Kolkata – 700104 and has caused drawings, conditions and specifications describing the works to be done and time schedule to be prepared by M/s GUIN & SETT, 14 Jhowtolla Road, Kolkata -700017, appointed by the owner as **Architects and Consulting Engineers**

And Whereas

the said drawings and conditions, specifications and time schedule have been studied by the Contractor and accordingly the Contractor has agreed to execute the works shown upon the said drawings and or any subsequent drawings, which may be issued by the appointed Architects & Consulting Engineers during the progress of the work at the rates agreed upon, attached herewith as per the Contractors Quotation No..... dated.....

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In Consideration of the payments to be made to the contractor for the works executed by him, the contractor shall, up on and subject to the said conditions, specifications, and as per drawings, execute and complete the works, which may be issued by the Architects & Consulting engineers during the progress of works, as per the time schedule attached.
2. The owner shall pay the Contractor an amount as shall become payable at the times and in the manner hereinafter specified in the said conditions and specifications for the works executed by the Contractor at the rates set forth in the schedule of quantities. The period of honoring the certificates for payment will be as shown in the appendix.
3. The term "Architect & Consulting Engineers" in the said conditions shall mean the said M/s GUIN & SETT, having its office at 14 Jhowtala Road, Kolkata 700017 or in the event of their ceasing to be the Architects & Consulting Engineers for the purpose of this contract such other person as shall be nominated by the owner for that purpose as the owner may deem fit and proper. The Contractor shall always comply with the instruction of Architects & Consulting Engineers under this contract shall not be entitled to disregard or over-rule any previous decision or approval or direction given or expressed by the Architect & Consulting Engineers for the time being.
4. The Architect & Consulting Engineers decisions regarding the execution of the work shall be final& binding.
5. The owner through the Architect & Consulting Engineers will, have the power and the authority to omit, alter, add or cancel any of the same items of works, or of having portion of the same carried-out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The payment shall be made as per actual final measurements, that will be jointly recorded by the Architect & Consulting Engineers, owner's representative and the Contractors' representative and the Contractor is to depute their authorized

representative for taking the joint measurement, failing which the measurement recorded by the Architect & Consulting Engineers shall be taken as final and binding on all the parties concerned. Any variation in the quantities of work from the tender amount shall not vitiate the contract.

7. The representative of the Architect & Consulting Engineers shall be given every sort of facilities and assistance by the Contractor for inspecting and measuring the works and for checking materials. All important instructions must be taken in writing from the responsible man only. The Contractor is required to carry out the job with the co-operation of all concerned parties.
8. The rates which have been agreed upon (attached herewith) shall be fixed & inclusive of the cost of materials (unless otherwise specified) labour, tools, plants and other accessories required to complete the job in workmanlike manner. There shall no price escalation for what so ever manner during the first 12 Months from the date of commencement of work. However in the event of abnormal rise in the price of raw material beyond the above period whereby the tendered rate becomes unreasonable or inapplicable the Consultant would finalize the variation in the rates as deemed fit. In such circumstance the decision of the Consultant with the approval of Client shall be final and binding on the Contractor. The rate shall also include all taxes such as octroi, general sales tax, state transport of plants, machineries and everything else, state Government and Government of India.
9. As the owner will make all the efforts for timely supply of all or part of that are agreed to be supplied and the building materials that will be consumed in the construction, the contractor is to ensure proper and adequate supply of the same prior to engaging labour in close co-operation and co-ordination with the owner. No extra charge will be paid for idle labour arising in such conditions.
10. The contractor shall be held responsible for machineries or tools or other equipment etc. which will be provided by the owner to contractor for increasing the speed of work. The contractor will keep such machinery or tools in good working condition at his own maintenance cost and shall return back to the owner after completion of work in good and working condition. Material, machineries, tool or equipment once brought at site either by the contractor or supplied by or belonging

to the owner, shall not be taken out of the site without written permission either from the owner or from the Architect & Consulting Engineers.

11. Watch and Ward in respect of all plants, machineries, and materials received from the owner by the Contractor at site will be his sole responsibility.

12. All the interim bills and final bill should be submitted in triplicate along with the supporting measurement sheets for scrutinizing and issuing certificate for payment. The minimum value of the corrected interim bill should be shown in the appendix. Some percentage (shown in appendix) of the corrected interim bills values will be kept as retention money which along with the security deposit should be up to a maximum amount as shown in appendix.

From the interim and final bills, the value of the materials (as per agreed rates) supplied by the owner to the Contractor and used in the construction, should be deducted. When the Architect & Consulting Engineers have certified that the works are virtually completed a sum equivalent to 50% of the amount retained by the owner as retention money shall be paid to the Contractor within 15 days from the date of issue of such certificates by the Architect & Consulting Engineers. The remaining amount of retention money shall be paid to the Contractor at the expiration of the defects liability period as stated in the appendix.

13. Time shall be the essence of the contract. The contractor shall take up the work in hand within 15 (Fifteen) days after the date of issue of the Letter of Intent from the Architect & Consulting Engineers and that date, 15 days after the issue of the letter of intent shall be considered as the date of commencement of work and shall complete the work as per the broad time schedule to be furnished by the Architect & Consulting Engineers. Detailed time schedule will form a part of the contract. In case of delay in the execution of the work according to the time schedule then the contractor shall pay to the owner the sum stated in the appendix as liquidated damages for such default for every week or part of a week which shall elapse between the time of completion as per the time schedule or extended time as the case may be and the date of completion of work, up to a maximum of 10 weeks. The owner reserves the right to terminate the contract if the work is not completed within the expiry of the liquidated damage period of 10 weeks as specified earlier.

The owner also reserves the right to get the remaining portion of the work completed by the other persons. If this will cost more than the rate at which the contractor has agreed to complete the work, the excess will be recovered from the Contractor by adjusting the retention money as well as any sum, which may fall due to the contractor. The contractor by adjusting the retention money as well as any sum, which may fall due to the Contractor. The Contractor shall also be liable to make good any damage that they or their agent might be doing of the Articles supplied to the Contractor by the Owner due to his fault of negligence or the work being carried out in as un-workman like manner. Virtual completion shall mean, the work as stipulated in drawings and schedule of quantities are complete in all respect including its period of maturing and all finishing items for the purpose of handing over the possession to the owner.

14. The defects liability period shall commence from the date of virtual completion certificate and shall be as stated in appendix. Any defects in the works pointed out to the Contractor during this period by the Owner or the Architects & Consulting Engineers, shall be rectified by the Contractor at their own cost to the satisfaction of the Architects & Consulting Engineers or the Owner.
15. The Contractor must comply the applicable laws towards Minimum wages act, EPF ACT, ESI ACT & Employee's compensation act, Insurance of labour, third party insurance or any other applicable labour and social laws, by laws, rules issued from time to time by all the relevant authorities connected with such construction work, Insurance policies will be in the mane of the Contractor till the works are over. That if for any reasons the Owner is made liable for any compensation arising out of and in course of employment of labours by the Contractor then the same shall be recovered from the Contractor by the Owner from any sum due by the Owner to the Contractor, whether under this contract or otherwise. The provision of the workman's compensation act shall be applicable to the Contractor. No labourer shall be employed by the contractor on the work below the age of eighteen years.

16. The Contractor shall be fully responsible for all the labourers employed by him and shall settle all their disputes regarding rates and mode of payment quantum and quality of work, accidental deaths or injuries and labour strikes etc. directly with them. The Owner shall not entertain or be held liable to any claims whatsoever from such labourers employed by the Contractor and facility shall be allowed to them on their request or demand.
17. The Contractor shall on the request of the Architects & Consulting Engineers or Owner immediately dismiss from the works any person employed thereon by him, who may in the opinion of Architects & Consulting Engineers or the Owner be incompetent or misconduct himself and the said person shall not be again employed on the work without the permission of the Architects & Consulting Engineers of the Owners.
18. The Contractor is to supply to the Architects & Consulting Engineers weekly list of all types of Labour engaged at the site works.
19. The Contractor shall be given power and water supply at one accessible point at site, in each case for the purpose for construction only. All incidental and maintenance cost for the use of power and water shall be borne by the Contractor.
20. The Contractor shall clear the site of works as per instruction of the Architects & Consulting Engineers when the site of works shall be cleared of all men, materials, sheds etc. belonging to the Contractor. The site shall be delivered in a clear and neat condition as required by the owner within 7 days after their part of one is complete. In case of failure by Contractor, the owner under the advice of Architects & Consulting Engineers will have the right to get the site cleared at the risk and cost of the Contractor.

21. Any dispute arising out of this agreement will be the jurisdiction of the competent court of law.

IN WITNESS WHEREOF the parties hereto have put their seal and signature on the date, month and year written above.

SIGNATURE OF THE OWNER

SIGNATURE OF THE CONTRACTOR

Witnesses:

1.

2.

ANNEXURE - V

GENERAL CONDITION OF CONTRACT

DEFINITIONS AND INTERPRETATION:

1. DEFINITIONS :

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :-

- a) "Employer/Client/Owner" means M/s. Andrew Yule & Co. Ltd, the Company and their heirs, legal representatives, assigns and successors as defined and designated in the preface to these documents.
- b) "Contractor" means the person or persons, Firm or Company whether incorporated or not whose tender has been accepted by the Employer and who has been awarded the work & includes the contractor's personal/legal representatives, legal heirs/successors, and permitted assigns executors and administrators.
- c) "Consultant" means the consultants to the Project viz, GUIN & SETT appointed by the Employer as defined and designed in the preface and includes their legal representatives, successors and permitted assigns.
- d) "Consultant's Representative" means any Resident Engineer or Assistant of the Consultant or any clerk-of-works appointed from time to time by the consultant end/or project Engineer/Civil Engineer appointed by the Employer to work through Consultant's representative to perform the duties.
- e) "Works" mean the works to be executed in accordance with the contract and shall include both permanent works and temporary works.
- f) "Contract" means the conditions of Contract, Specifications, Drawings, Priced Bill of Quantities, Schedule of Rates and Prices, if any. Tender, Letter of Acceptance and the Contract Agreement.
- g) "Contract Price" means the sum named in the Letter of Acceptance or the Contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

- h) “Constructional Plant” means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended for incorporation into or to form or forming part of the Permanent Works.
- i) “Constructional Plant” means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended for incorporation into or to form or forming part of the Permanent Works.
- j) “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- k) “Permanent Works” means the permanent works to be executed and maintained in accordance with the contract.
- l) “Specifications” means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Consultant.
- m) “Drawings” means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Consultant and such other drawings as may from time to time be furnished and approved in writing by the Consultant.
- n) “Site” means the lands and other places on under in or through which the permanent works or Temporary works designed by the consultant are to be executed and any other lands and places provided by the Employee for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
- o) “Virtual completion” means that the construction of the works or specified area of the works is sufficiently completed in accordance with the contract, as modified by any change or variation orders agreed to by the parties so that the Employer can occupy the same for the use it was intended.
- p) “Contact Period” shall mean the accepted period of consecutive days stated on the Form of Tender starting from the Employer’s/Consultant’s order to commence the work and shall include such extensions approved by the Employer/Consultant.

2. DRAWINGS :

(To be supplied as and when required during execution of job)

- a) In general the Drawings shall indicate dimensions, position and types of construction, the specifications shall indicate the qualities and the methods and the Bill of Quantities shall indicate the quantum and the rate each of work. Any work indicated on the drawings and not mentioned in the specification or vice versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed marked or specified.
- b) The Contractor's work shall not deviate from the Drawings and the Specifications. The consultant's interpretation of these documents shall be final and without appeal.
- c) Errors of inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the consultant for interpretation or correction. Local conditions which may affect the work shall likewise be brought to the Consultant's attention. If at any time, it is discovered that work is done which is not in accordance with the Contract Drawings, Specifications and instructions the Contractor shall at his own cost, rectify the work immediately as per instructions of the Consultant. Rectifications of defective work shall not be a basis for any claim for extension of time. The Contractor shall not carry on work without bringing the same to the knowledge of the Consultant.

3. Contract Price :

The contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the provisions of these conditions of the owner(s).

4. Contract Bills :

The contract Bills shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works as per accepted Indian Standards.

Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this contract but shall do corrected and deemed to be a variation required by the Consultant.

5. GENERAL OBLIGATIONS :

a) Contractor's General Responsibilities :

- 1) The Contractor shall, subject to the provisions of the contract and with due care and diligence, execute and maintain the works and provide all labour including the supervision thereof, materials, constructional plant and all other things whether of a temporary or permanent nature, required in and for such execution and maintenance so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.
- 2) The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contractor shall not be responsible except as may be expressly provided in the contract for the design or specification of the permanent works or for the design or specification of any temporary works prepared by the consultant.

6. Contract Agreement :

The contractor shall when called upon so to do enter into and execute a contract agreement to be prepared and completed at the cost of the contractor in the form annexed with such modifications as may be necessary.

7. Security Deposit :

The successful tenderer have to pay Rs. 1,00,000 in form of Bank Draft to be drawn in favour of M/s. Andrew Yule & Co. Ltd., Kolkata as Security deposit for due performance of the Contract. The said amount would be released to the contractor after completion of three (03) months from the completion of job.

(a) Sufficiency of Tender :

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bill of Quantities.

(b) Contractor not entitled to either extra payment or extra time :

Except as otherwise specifically provided in the contract, the contractor shall not be entitled to any extra payment nor to resale from the contract nor to be relieved from any of his obligation for reasons of his misunderstanding, or his failure to obtain correct information or his inability to foresee any matter which may affect the execution or maintenance of the works.

(c) Work to be for the satisfaction of the consultant/client :

The Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the consultant/client and shall comply with and adhere strictly to the instructions and directions from the consultant/client or his representative.

8. Programme to be furnished :

- 1) Within a week's time after the acceptance of his tender, the contractor shall submit to the consultant for his approval and/or information a programme showing the order of procedure and method in which he proposes to carry out the works, a general description of the arrangements and methods which he proposes to adopt for the execution of the works, man power deployment programme, cash flow chart, the constructional plant and temporary works which he intends to supply, use or construct as the case may be, the scheduling of samples, shop drawings and approvals from concerned authorities as required under the contract.
- 2) If the actual progress of the works does not conform the approved programme, the contractor shall be required to submit a revised programme and implement the same for the completion of the works within the stipulated time for completion.
- 3) The submission to and approval by the client/consultant of such programmes shall not relieve the contractor of any of his duties or responsibilities under the contract.

9. Contractor's superintendence :

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Consultant may consider necessary. The contractor or his authorized agent or representative is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the contractor directions and instructions from the consultant or the consultant's representative.

10. Contractor's Employees :

11. The contractor shall provide and employ on the site.

a) Skilled and experienced engineers technical assistants, foremen and leading hands to give proper supervision

And

b) Such skilled, semi-skilled and unskilled labour for the proper and timely execution and maintenance of the works.

i. The contractor shall be required to remove forthwith from the works any person employed by the contractor in or about the execution of maintenance of the works who, in the opinion of consultant/client, misconducts himself or is incompetent or negligent and thus considered to be undesirable and shall be replaced as soon as possible by a competent substitute approved by the consultant/client.

12. Setting out :

The contractor shall be responsible for the true and proper setting out of the works in relation to original points lines and levels of reference and for the correctness of the positions levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The responsibility for the true and proper setting out rests with the contractor who shall rectify any error at his own cost to the satisfaction of the consultant, unless such error is based on incorrect data supplied in writing by the consultant or his representative. The checking of any setting out or of any line or level by the consultant or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks sight rails pegs and other things used in setting out the works.

13. Contractor's Responsibility :

1) Care of Works :

From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all Temporary works, and in case of any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract. In the event of any such damage, loss or injury happening from any of the expected risks, the contractor shall, if and to the extent required by the consultant and approved by the client, repair and make good the same as aforesaid at his own cost. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

2) Excepted Risks :

The "Excepted Risks" are riot, war, hostilities (whether war be declared or not), invasion act or foreign enemies, rebellion, revolution, insurrection, or military or usurped power civil war or cause solely due to or use or occupation by the Employer 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 "Excepted Risks".

14) Insurance :

The contractor shall provide necessary insurance in terms approved by the Employer to cover the following in the names of Employer and the Contractor and original copy of the policy shall be furnished to the Employer before the actual work is started by the contractor.

- a) Contractor's all Risks Insurance Policy covering loss, damage, theft, burglary etc. of all materials and equipment brought to site for storage and erection till the materials are taken over by the Employer.
- b) Third party liability Rs.1.0 lakh per occurrence but cumulative aggregate not exceeding Rs.10.00 Lakhs over contract period.
- c) Workmen's compensation in accordance with the statutory provisions revised up-to-date.

- d) Contractor's Tools and Tackle.
- e) All risks to materials during transit.
- f) And/or any other insurance required for fully indemnifying the Employer from all claims that may arise on account of the contractor's operation at the site.

It shall also be the Contractors responsibility to file and pursue with the Insurance Company for a claim, if any.

15) Damage to persons and property :

As covered under Clause 14 hereinabove.

Third Party Insurance :

As covered under Clause 14 hereinabove.

17. Insurance against accident or injury to workmen :

As covered under Clause 14 hereinabove.

18. Remedy on Contractor's failure to Insurance :

If within a reasonable time from the commencement of the works the contractor shall fail to effect and keep in force the insurance referred any other insurance which he may be required to effect under the terms of the contract then the contractor shall be fully responsible for the consequences of such a default. Notwithstanding the above, the Employer reserves his right to effect without absolving the contractor his responsibilities towards insurance and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and time to time deduct the amount so paid by the Employer as aforesaid from any monies due to which may become due to the Contractor or recover the same as debt due from the Contractor.

19. Notice and Compliance :

i) Giving of Notices and Payment of Fees :

The Contractor shall give all notices and pay all fees required to be given or paid to any National or State Statute Ordinance or other Law or any Regulation or By-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

ii) Compliance with Statutes Regulation etc. :

The Contractor shall be liable and shall conform in all respects with the provisions of any such Statute Ordinance or Law as aforesaid and the duly constituted authority which may be applicable to the works or to any Temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute Ordinance of Law Regulation or By-Law.

20. Contractor to keep the Site clear :

During the progress of the works, the Contractor shall keep the site reasonable free from all unnecessary obstruction and shall store or dispose of any Constructional plant and surplus materials and clear away from the site any wreckage, rubbish of Temporary works no longer required.

21. Clearance of site on completion :

On the completion of the works, the Contractor shall clean away and remove from the site all constructional plant surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the Consultant/ Client.

22. Labour :

1) Conditions for Engagement of Labour/Workmen :

The Contractor shall provide all labour necessary or required by the Consultant for the Construction, completion and maintenance of the works. The Contractor shall make his own arrangements for the engagement, employment, transport paying, feeding, housing and working conditions of labour and of all other matters connected therewith the Contractor shall at all times during the continuance of the Contracts conform in all respect with any carry out requirements of any law and of any Regulations or orders of any Government (Central/Provincial or local) or any authority which may be applicable including E. S. I., P.F. workman compensation, insurance for the workmen and any such law Regulation or Order passed or made or coming into force after the date of signing of contract. In particular but without prejudice to the general of the foregoing provisions the contractor shall conform with and so or refrain from doing anything he may be required to so or refrain from doing any legislation or ordinance so fa as applicable relating to factories or relating to industrial dispute and any regulations or order there under.

2) Supply of water :

The contractor shall so far as is reasonably practicably having regard to local conditions provide on the site to the satisfaction of the consultant/client an adequate supply of drinking and other water for the use of the contractor's staff and work people at his own cost.

3) Disorderly, conduct etc. :

The contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in, the neighborhood of the works against the same but the contractor shall not be entitled to institute his own police who shall have free and undisputed access at all times to any part of the works in the execution of their duties.

4) Hours of Labour :

The contractor shall observe such hours of labour as may be prescribed by law or by any applicable order of the Central Government or of any competent Provincial or Local Government or any applicable decision or award of any industrial Tribunal or Court order for hours of labour be so prescribed then such-hours as the Employer shall approve in writing.

5) Accidents :

The contractor shall within 12 hours of the occurrence of any accident at or about the site or in connection with the execution of he works report such accident to the consultant/client and the competent authority whenever such report is required by law

23) Returns of Labour etc. :

The Contractors shall furnish all such information regarding the supervisory staff, the numbers of the several clauses of labour from time to time employed on the site constructional plant etc. as the Consultant/ Clients may require.

24) MATERIALS AND WORKMANSHIP :

a) Quality of Materials and Workmanship & Tests :

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the consultant's instructions and shall be subjected from time to time such tests as the consultants may direct at the place of manufacture or fabrication or on the site or at all or any or such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the consultant.

b) Cost of Tests :

The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract and in the cases only for a test under load or of a test to ascertain whether the construction of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill is particularized in the contract in sufficient detail to enable the contractor to price or allow for the same in his Tender.

c) Costs of Tests not provided for etc. :

If any test is ordered by the Consultant which is either:

- a. Not so intended by or provided for or
- b. (In the case above mentioned) is not so particularized or:
- c. Though so intended or provided for is ordered by the Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested; then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the consultant's instruction but otherwise by the Employer.

25) Time for completion:

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within the time stated in the contract calculated from the date of the Consultants/client's written order/Letter of intent to commence the works or such extended time as may be allowed.

26) Extension of Time for Completion :

Should the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur, be such as fairly to entitle the contractor to an extension of time for the completion of the works, the consultant/Client, shall determine the amount of such extension. Provided that the Consultant/Client full and detailed particulars of any extension of time to which he may consider himself entitled to in order that such submission may be investigated at the time.

27) Liquidated Damages for Delay :

If the Contractor shall fail to complete the works within the time prescribed or extended time by the contractor, shall pay to the Employer the sum stated in Annexure II of the Tender as Liquidated Damages for such default and not as a penalty for every week or part of a week which shall elapsed between the time prescribed hereof or extended time as the case may be and the date of certified completion of the works. The employer may without prejudiced to any other method of recovery deduct the amount of such damages from any monies in his hands due or which may become due to the contractor. The payments or deduction of such damages shall not relieve the contractor from his obligations and liabilities under the contract.

28) CERTIFICATION :

a) Certificate of completion of works :

When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the Contractor may give a notice to the effect to the consultant/client accompanied by

an undertaking to finish any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the consultant to issue a certificate of completion in respect of the works. The consultant/client, shall within twenty-eight days of the date of delivery of such notice either issue to the contractor, with a copy to the Employer, a certificate of completion stating the date on which, in his opinion, the works were substantially / virtually completed in accordance with the contract or give instructions in writing to the Contractor specifying all the work which, in the Consultant's opinion, requires to be done by the Contractor before the issue of such Certificate. The Consultant / Client shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified therein. The Contractor shall be entitled to receive such certificate of completion within twenty eight days of completion to the satisfaction of the Consultant / Client of the works so specified and making good any defects so notified.

29) MAINTENANCE AND DEFECTS :

a) Definition of "Period of Maintenance or Defects Liability" :

In these Conditions, the expression "Period of Maintenance" shall mean the period of maintenance named in the Tender, calculated from the date of completion of the works, certified by the Consultant, or in the event of more than one certificate having been issued by the Consultant hereof, or in the event of more than one certificate having been issued by the Consultant under the said clause from the respective dates so certified and in relation to the Period of Maintenance the expression "the works" shall be construed accordingly. Period of maintenance will be considered 12(twelve) months after taking over of complete works by Client.

b) Execution of work of Repair etc. :

To the intent that the works shall at or as soon as practicable after the expiration of the period of Maintenance be delivered to the Employer in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Consultant

/ Client as that in which they were at the commencement of the Period of Maintenance, the Contractor shall finish the work, if any, outstanding at the date of completion, as soon as practicable after such date and shall execute all such

work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkage or other faults as may be required of the Contractor in writing by the Consultant during the Period of maintenance or within fourteen days after its expiration, as a result of an inspection made by or on behalf of the Consultant prior to its expiration.

c) Cost of Execution of Work of Repair etc. :

All such work shall be carried out by the Contractor at his own expenses if the necessity thereof shall, in the opinion of the Consultant, be due to the use of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's a part under the Contract.

d) Remedy on Contractor's Failure to carry out work required :

If the Contractor shall fail to do any such work as aforesaid required by the Consultant, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work in the opinion of the Consultant, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer from any money due or which may become due to the Contractor.

30) ALTERATIONS, ADDITIONS AND OMISSIONS:

i. Variations :

The Consultant / Client shall make any variation of the form quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) increase or decrease the quantity of any work include in the contract,
- b) omit any such work,
- c) change the character or quality or kind of any such work,
- d) change the levels, lines, position and dimensions of any part of the works,
and

e) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

ii) Orders for Variation to be in Writing:

No such variation shall be made by the Contractor without an order in writing of the Consultant / Client provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

iii) Power of the Consultant to fix rates :

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Consultant, the rate or price contained in the Contract for any item of the works, is by reason of such omission or addition, rendered unreasonable or inapplicable, then the Consultant / Client shall for such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances and such decision of the Consultant with the approval of Client shall be final and binding on the Contractor.

Provided also that no increase or decrease or variation of rate or price shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing :

- a) by the Contractor to the Consultant / Client of his intention to claim extra payment or a varied rate or price, or
- b) by the Consultant / Client to the Contractor of his intention to vary a rate or price as the case may be.

iv) Claims :

The Contractor shall send to the Consultant's / Client's Representative once in every month an account giving particulars, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra

or additional work ordered by the Consultant /Client which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Consultant shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the Contractor, has at the earliest practicable opportunity, notified the Consultant / Client in writing that he intends to make a claim for such work.

v) Employer not liable for Damage to Plant etc. :

The Employer shall not at any time be liable for the loss of or injury to any of the said constructional Plant, Temporary Works or materials.

31) MEASUREMENT:

a) Quantities :

The quantities set out in the Bill of Quantities are the estimated quantities of the Works and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

The Consultant / Client reserved the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract bill shall not vitiate this contract but shall be treated as a variation.

32) WORKS TO BE MEASURED :

The Consultant / Client shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the contract. It shall, when it requires any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Consultant / Client or the Consultant's / Client's representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend, or neglect or omit to send such agent, then the measurement made by the Consultants/Client or approved by him shall

be taken to be the correct measurement of the work. For the purpose of measuring such Permanent Work as is to be measured by records and drawings, the Consultant's/Client's Representative shall prepare records and drawings month by month of such work and the contractor, as and when called upon to do so in writing, shall, within fourteen days attend to examine and agree such records and drawings with the Consultant's / Client's Representative/s and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the Consultant's / Client's notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

33) MEASUREMENT, SURVEYING ETC. :

i. Method of Measurement :

The works shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract, or as per Indian Standard Code of practices (I.S. 1200).

34) CERTIFICATES AND PAYMENTS :

a) Certificates and payment :

- i. The Contractor shall submit to the consultant/client after the end of each month statements and voucher and documents etc. as directed and signed by the contractor showing the quantities and value of the materials, equipments, etc. ordered, work done on the site and of the stock of equipments and unused materials on the site intended to form part of the permanent work or such other items as directed.
- ii. The rates and prices in such monthly statements shall be in accordance with stipulations in the Contract.
- iii. If any rates or prices in the said contract in the opinion of the consultant not applicable to some or any part of the work executed or materials supplied and the consultant has not fixed a rates or price at the time when the monthly statement is prepared then temporary/provisional rates or prices shall be assigned by the consultant's/client's representative.

- iv. Neither the temporary rates or prices assigned nor the quantities mentioned in the statements submitted shall be binding on the employer or on the contractor.
- v. The Contractor shall when required by the consultant furnish all proper documents vouchers, returns etc. as to values to assist the consultant in the preparation of certificates.

b) **Time of Payment** :

Payment upon each of the Consultant's Certificates shall be made by the Employer within 15 (fifteen) days after such certificates has been delivered to the Employer.

a) **Cessation of Employers Liability** :

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before giving of the Maintenance Certificate under this clause.

b) **Unfulfilled Obligations** :

Notwithstanding the issue of the Maintenance Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties hereto.

35) REMEDIES & POWERS :

a) **Default of Contractor**:

If the Contractor shall become bankrupt, or have a receiving order made against him or shall present his petition in bankruptcy or shall make an agreement with or assignment in favour of his creditors, or shall agree to carry out the contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the Contractor shall assign the contract, without the consent in writing of the Employer, first obtained or shall have an execution levied on his goods,

or if the Consultant's shall certify in writing to the Employer that in his opinion the Contractor:-

- i) has abandoned the contract; or
- ii) without reasonable excuse has failed to commence the works or has suspended the progress of the works for twenty- eight days after receiving from the Consultant written notice to proceed or
- iii) has failed to remove materials from the site or to pull down and replace work for twenty eight days after receiving from the consultants written notice that the said materials or work had been condemned and rejected by the consultant under these conditions or
- iv) despite previous warnings by the Consultant in writing, is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligation under the contract, or
- v) has, to the detriment of goods workmanship or in defiance of the Consultant's instructions to the contrary, sublet any part of the contract then the Employer may, after giving fourteen days notice in writing to the Contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the Consultants by the contract, and may himself complete the works or any employ any other Contractor to complete the works. The Employer or such other Contractor may use for such completion so much of the Constructional Plant, Temporary Woks and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Employer may at any time, sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the contract.

b) **Valuation at Date of Forfeiture :**

The Consultant, shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-party, or by or after reference to the parties, or after such investigation or inquires as he may think fit to make or

institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonable earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials, any constructional plant and any Temporary Works.

c) **Payment after Forfeiture :**

If the Employer shall enter and expel the Contractor under this clause, he shall not be liable to pay to the Contractor any money on account of the contract until the expiration of the period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by

the Consultant. The Contractor shall then be entitled to receive only such sum or sums, if any, as the consultants may certify would have been payable to him upon due completion by him after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on due upon demand, pay to the Employer the amount of such excess and it shall be heeded a debt due by the Contractor to the Employer and shall be recoverable accordingly.

36) Urgent Repairs :

If, by reason of any accident, or failure or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during the period of Maintenance, any remedial or other work or repair shall, in the opinion of the Consultant or the Consultant's Representative, be urgently necessary for the safety of the works and which are not included in the tender the said work will be done by the Contractor after getting approval from Consultant/Employer and if the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the Consultant's Representative may consider necessary.

If the work or repair so done by the Employer is the work which in the opinion of the Consultant, the Contractor was liable to do at his own expenses under the Contract, all expenses properly incurred by the employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any money due or which may become due to the Contractor. Provided always that the Consultant or the Consultant's Representative, as the case may be shall, as soon

after the occurrence of any such emergency as may be reasonable practicable notify the Contractor thereof in writing.

37. SETTLEMENT OF DISPUTES :

Settlement of Disputes and Arbitration :

All disputes and differences arising out of or in connection with the Contract whether during the progress of work or after completion shall be referred to and settled by Arbitration by two arbitrators, one to be nominated by the Contractor and one to be nominated by the Employer. In the event of the arbitrators disagreeing it shall be referred to an umpire to be nominated by the two Arbitrators before proceeding with the arbitration. The decision of the empire shall, however, be final and binding on both the parties. For the purposes of this clause, the provisions of the Indian Arbitration Act 1996 within the relevant amendments shall be applicable.

38. SPECIAL CONDITIONS OF CONTRACT :

These Special Conditions of Contract shall be read in conjunction, with the General Conditions of Contract given hereinbefore, where the two are at variance, the conditions herein below shall take precedence over these in the General Conditions of Contract and shall thus govern.

1. Contract :

a) **Drawings by the Consultant:**

The Consultant shall provide all the necessary designs, drawings, specifications, explanatory notes etc, except the following items stipulated hereinafter.

b) **Designs and Drawings by the Contractor :**

The Contractor shall be required to prepare the following drawings for the approval of the Consultant:

- i. All necessary designs and calculations (if any) where his bid is in variance with that at the tender.
- ii. All drawings for fabrication, Shop Drawings, Shuttering and Bar Bending Schedules, Performance and Test Charts and Reports. All such Drawings/statements prepared by the Contractor shall be submitted for

approval to the Consultant and work related to such documents shall be carried out only after approval from the Consultant/ Client.

iii. All drawings, charts etc, which are or would be entirely necessary to explain the bills submitted to Consultants/ Client for certification,

c) **Approval of the Consultant:**

The words “Approval for Construction”/”Approved as Noted” shall be deemed to convey the approval of the Consultant to the execution of work as per these drawings

Provided always that by signing the contract, the Contractor assumes full responsibility for the Project and its construction and is accordingly/ liable in all respects for performance thereof.

d) **Power :**

Will be supplied by the Owner at suitable point near to the construction for use by the Contractor

e) **Water:**

Same as above.

f) **Items deemed to be included in the Contract Price:**

All rates, prices etc, under this Contract shall be deemed to be all inclusive prices, rates etc for finished, completed and commissioned work and all cost inputs of material, labour, taxes, duties, plant, financial and administrative charges and all other items as required is deemed to have been taken into account and included.

g) **Increase or Decrease in Costs:**

The rates and prices quoted under this Contract shall be fixed for the duration of the Contract or extended duration of the contract or extended duration as the case may be and no adjustment to Contract Price shall thus be allowed.

h) **Indemnity to the Employer’s Officials and the Consultant:**

The Contractor shall indemnify the Client and the Consultant or their representatives in respect of any loss., damages, injury or other consequences related to and arising out of the performance of the Contractor.

i) **Currency And Rates Of Exchange:**

The Tender sha

ll be quoted and priced in Indian Rupees by the bidder.

j) **Performance Bank Guarantee:**

The successful bidder has to submit 10% of the total bill value in the form of Bank Draft / Bank Guarantee from any Nationalised Bank to be drawn in favour of Andrew Yule & Co. Ltd. as performance bank guarantee for due performance of the contract. Else an equivalent amount would be retained with AYCL from the bills submitted by the Contractor. The said amount / bank guarantee would be released to the Contractor after completion of the Defects Liability Period of 12 months subject to that the Contractor has attended all defects indicated by the Consultant/Employer from time to time during the Defects Liability period and the certificate obtained to that effect from the Consultant/Employer.

k) **Project Office :**

A temporary site office for Client and Consultant will be required to be provided by the Contractor at their cost before taking up the actual work.

l) **Regulations Governing The Works :**

i) **Local Laws and Regulations :**

It would be the full responsibility of the Contractor to abide by all the laws, regulations etc.

m) **Co-ordination and Supervision of the Works :**

i) **Liaison with Consultant and his Representative :**

The Contractor shall liaise closely day-by-day with the Consultant and the Representatives at all times.

ii) **Co- Ordinate the Works :**

The contractor shall programme, co-ordinate and phase all works including delivery of sub-contractors and suppliers materials and execution of sub-contractors work to ensure that the contract date for completion is met in all respects.

The contractor is to be responsible for ensuring that all detail and working drawings required to be produced for approval by the consultant are submitted to the consultant in such time as to prevent any dislocation or delay to the works. The Contractor is to allow a minimum period of 14 days for approval by Consultant. The 14 days period is to commence when the said drawings are received at the Consultants office.

n) **Detailed programme and analysis of Expenditure :**

The contractor shall submit his basic outline programme incorporation the performance of issue of drawings, programmes of sub-contractors and month by month analysis of expected expenditure within one month of the acceptance of his tender. After approval of the Consultant/Client the contractor shall provide the Consultant/Client with three copies of the programme and analysis and shall attend such meetings as are determined by the Consultants. The programme of the entire job should be given inform of bar diagram.

o) **Time Table of the Work :**

The contractor must present to the Consultant/Client a plan, programme including details procedure for the works indicating the mode of execution of every part and the period he considers necessary for its execution taking care to arrange the preparatory works. This programme must be approved by the Consultant/Client who will accept the procedure according to it. The programme is considered, as one of the conditions of the contract has to follow it accurately and in case of failure to follow the whole or any part thereof, he shall solely liable for all consequences.

p) **Progress Report :**

The contractor will be required to submit periodic reports on the progress of the work as per a format to be approved by the Consultant/Client in respect of work, labour, material and such other aspects as demanded by the Consultant/Client.

q) **Photographs of Works :**

The contractor shall arrange at his own cost to maintain a progress record of the works by taking photographs minimum of 4 Nos. per month or fortnight and of such size as directed by the Consultant during the construction stages and after completion and shall supply to the Employer one set of such photographs taken at no extra cost.

r) **Site Meetings** :

During the course of the work, the contractor shall hold progress meeting on site at regular intervals as determined by the Consultant/Client in the presence of the consultant/client for the purpose of co-ordinating the contractor and sub-contractors works and delivery of sub-contractors materials to ensure full compliance with the above. Minutes of such site meetings will be recorded, copies will be distributed to all persons concerned and full effect shall be given to all instructions contained therein.

s) **Notes, Observations etc.** :

During the entire construction period, the contractor has to maintain a duplicating book. Into this book observations and remarks pertaining to the construction will be entered by the Employer and/or the Consultant all notifications made directly by the Employer and /or the consultant to the contractors address by means of registered mail shall be deemed to be sufficient and legal.

t) **Contractors Supervision:**

The contractor shall provide high intensity and effective supervision down through agent, sub-agent, Engineers, Foreman and lending hand to the approval of the consultant. The contractor shall ensure that at least one senior member of the supervisory staff on site shall be fluent and literate in both the local and English languages.

u) **Supervision by the Consultant** :

The Consultant will provide representatives on the project to ensure that the works are carried out to the full extent and meaning of this contract.

v) **Authorized Variations:**

All authorized variations of the contract works shall be valued by the contractor and the value thereof shall be submitted to the consultant/client or his representative for agreement prior to any instructions for the works to be carried out.

w) **Labour:**

Authorization/work permits for Staff :

The contractor shall make his own arrangements for the authorization/work permits that may be necessary for this staff and workmen to work and as may be required by the local authorities. All assistance from clients by way of recommendations etc. will be provided. Certificate for contractors will be submitted along with the running bills certify that their labour wages has been strictly paid as per minimum wage rules latest.

x) **Materials and Plants :**

i) **Materials supplied by the Employer :**

The Employer reserves the right to supply any materials/equipments for incorporation in the works under the terms of this contract at pre-determined rates.

ii) **Submission of Samples :**

Samples of all materials shall be got approved from the Consultant/client before use/incorporation in the works.

iii) **Sample pattern of Workmanship :**

Sample patterns of finished work shall be executed for approval of Consultant/Client before the time is taken up for execution.

iv) **Alternative Materials:**

The works are to be constructed on the basis of using Codes of Practice and Specification as mentioned in the Technical Specification.

Terms of Payment :

i) The terms of payment shall be as specified hereunder: -

- 75% of cost of the materials against delivery of materials at site duly hypothecated to M/s Andrew Yule & Company Ltd., for coarse aggregate, boulders, Steel and Cement, Gravels, etc. based on rates mentioned by the bidder.

- 95% of the value of work shall be certified for payment from which the following recoveries shall be adjusted: -
 - i. Prorate recovery towards material advance.
 - ii. Recovery towards material supplied by the Client, if any at all.
 - iii. Miscellaneous recoveries/deductions.
 - iv. Income tax will be deducted as per I.T. act.

ii) **Retention Money** :

5% value of work thus retained shall be released after submission of Performance Bank Guarantee for the defects liability period of 12 months from the date of handing over of the entire job.

y) **Ordering of Plant, Materials and Labour** :

- The Contractor shall be entirely responsible for calculating the amount and type of constructional plant, materials and labour required.
- Licenses and Permits for all Materials under Government Control:
Licenses and Permits for all materials under Government Control shall be obtained by the contractor with all reasonable assistance from the Employer. The ultimate responsibility shall rest with the Contractor.

z) **Site Use, Accommodation and Facilities:**

i) **Land for Permanent Works:**

- a) The Employer will provide all the land, wayleaves and easement for the Permanent Works.
- b) The Employer will permit the contractor to use land provided by him for temporary purposes so far as it is available, where approved by the Consultant.
- c) The contractor shall agree with the Consultant the sitting of all buildings, camps for housing employees, etc. and sanitary arrangements prior to commencement of the works.

ii) **Use of Site** :

The following provisions shall be deemed to apply to the possession and use of the site.

- a) The Contractor shall at any time move and vehicle, wagon or any other obstructions within his control that may be required by the Consultant/employer to be moved for any purpose and the Contractor shall move such things or such obstruction promptly on instructions being given and at his own cost unless the Consultant shall decide otherwise.
- b) The contractor shall maintain access for the inspection, operation and maintenance of any of the plants or the works belonging to the Employer which lie within the site.
- c) The contractor shall not use any portion of the site for any purpose not connected with the works unless the prior written permission of the Consultant/Employer shall have been obtained.

ANNEXURE - VI

TECHNICAL SPECIFICATION

ALL WORKS, MATERIALS, MACHINERIES TO CONFORM RELEVANT INDIAN STANDARD CODE OF SPECIFICATION AND NATIONAL BUILDING CODE OF INDIA AS APPLICABLE.

Annexure-VII

LIST OF DOCUMENTS TO BE SUBMITTED PHYSICALLY AT AYCL OFFICE IN SEALED ENVELOPE ON OR BEFORE LAST DATE OF SUBMISSION OF BID

1. Copy of Money Receipt / DD / Pay Order of Rs. 500 towards Tender Fee
2. DD / Pay Order / Exemption Letter for Rs. 20,000 towards EMD amount
3. Documents bearing proof that bidder have minimum 10 years of work experience in repairing/renovation/restoration job.
4. Order copies showing that the bidder has executed 3 repairing / renovation / restoration jobs in last 5 years - one having a minimum job value of 15 Lakhs.
5. Declaration by bidder on Letterhead that security deposit of Rs. 1.00 Lac would be furnished on awarding of contract.
6. Declaration by bidder on Letterhead that they agree to execute **ARTICLES OF AGREEMENT AND CONDITIONS OF CONTRACT** on awarding of contract.
7. Copy of PAN Card, VAT Registration Certificate, Service Tax Registration Certificate
8. Submit General Particulars of Bidders as per Annexure XIII.

ANNEXURE – VIII

**TECHNO - COMMERCIAL TERMS FOR PROVIDING REPAIRING AND RENOVATION WORK
(To BE FILLED ONLINE IN MSTC PORTAL)**

SL NO	TERMS & CONDITIONS	VENDOR RESPONSE
1	Acceptance to Articles of agreement and conditions of contract as per Annexure IV.	AGREE
2	Acceptance to all General Conditions of contract as per Annexure V.	AGREE
3	Acceptance to Technical Specification as per Annexure VI.	AGREE
4	Acceptance to submit all documents as per Annexure VII physically at AYCL office in SEALED ENVELOPE on or before last date of submission of bid	AGREE
5	Validity period of the offer - Your offer should be valid for acceptance for a minimum period of 90 days from the date of tender opening.	AGREE
6	Dispute - In case of any dispute arising out and in course of the Agreement the appropriate Court of Law at Kolkata shall have the jurisdiction. However, recourse may be taken to alternative dispute resolution as envisaged in the Arbitration and Conciliation Act, 1996.	AGREE
7	E.M.D. of Rs. 20,000 - Please furnish payment details (DD No. & Bank details on which drawn) or Request for exemption.	REMARKS
8	PAN No. <Proof to be submitted as in Annexure XIII>	REMARKS
9	VAT No. <Proof to be submitted as in Annexure XIII>	REMARKS
10	Service Tax Registration No. <Proof to be submitted as in Annexure XIII>	REMARKS
11	Cost for Tender documents of Rs. 500 – Please furnish payment details	REMARKS
12	Declaration by bidder that security deposit of Rs. 1.00 Lac would be furnished on awarding of contract.	AGREE
13	Payment - Payment for each of the Consultant’s Certificates shall be made by the Employer within 15 (fifteen) days after such certificates has been delivered to the Employer.	AGREE
14	Acceptance to General Information Clause 1 to 20 as per Annexure II.	AGREE

ANNEXURE – IX

PRICE BID

SCHEDULE OF WORKS:

FOR PROPOSED REPAIRING / RENOVATION WORKS OF PRODUCTION BUILDING AND

OTHERS AT TOGAMI UNIT, M.G. ROAD, THAKURPUKUR, JOKA, KOLKATA -700104

(THE ITEM RATE SHALL INCLUDE THE COST OF MATERIALS, LABOUR AND EQUIPMENTS FOR COMPLETE EXECUTION OF JOB, UNLESS STATED OTHERWISE)

Sl No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
1	HACKING OUT WIRING, LOOSE PLASTER FROM THE WALL AFTER CLEANING THE SURFACE AND THOROUGH CHECKING AND REMOVAL OF RUBBISH FROM THE WORKING SITE GROUND FLOOR	SQFT	4130			
2	HACKING OUT WIRING, LOOSE PLASTER FROM THE WALL AFTER CLEANING THE SURFACE AND THROUGH CHECKING AND REMOVAL OF RUBBISH FROM THE WORKING SITE FIRST FLOOR	SQFT	500			
3	HACKING OUT WIRING, LOOSE PLASTER FROM THE WALL AFTER CLEANING THE SURFACE AND THROUGH CHECKING AND REMOVAL OF RUBBISH FROM THE WORKING SITE STAIR ROOM	SQFT	500			
4	HACKING OUT LOOSE PLASTER AND CONCRETE COVER FROM R.C.C. MEMBERS, CLEAN THE SURFACE AND THROUGH CHECKING AND REMOVAL OF RUBBISH FROM THE WORKING SITE GROUND FLOOR	SQFT	2050			
5	HACKING OUT LOOSE PLASTER AND CONCRETE COVER FROM R.C.C. MEMBERS, CLEAN THE SURFACE AND THROUGH CHECKING AND REMOVAL OF RUBBISH FROM THE WORKING SITE FIRST FLOOR	SQFT	6000			

SI No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
6	MENDING OF DAMAGED BRICK WALLS BY PUTTING CEMENT MORTER (1:4) BETWEEN GAPS AT GROUND FLOOR	SQFT	1130			
7	MENDING OF DAMAGED BRICK WALLS BY PUTTING CEMENT MORTER (1:4) BETWEEN GAPS AT FIRST FLOOR	SQFT	500			
8	MENDING OF DAMAGED BRICK WALLS BY PUTTING CEMENT MORTER (1:4) BETWEEN GAPS AT STAIR ROOM	SQFT	500			
9	REMOVAL OF RUST FROM THE EXPOSED REINFORCING BARS BY WIRE BRUSHING, CLEANING THE SURFACE AND APPLY APPROVED RUST PROOF CHEMICAL (RUSTOP BY SIKA ETC.) GROUND FLOOR	SQFT	1650			
10	REMOVAL OF RUST FROM THE EXPOSED REINFORCING BARS BY WIRE BRUSHING, CLEANING THE SURFACE AND APPLYING APPROVED RUST PROOF CHEMICAL (RUSTOP BY SIKA ETC.) FIRST FLOOR	SQFT	6000			
11	USE RING TOR 8 @ 6" CENTRES ON THE DAMAGED COLUMN SURFACE UPTO HEIGHT OF 3'-0" GROUND FLOOR	KG	120			
12	IN SEMI-DRY CONDITION, APPLY 2 COATS OF APPROVED BONDING AGENT (SIKA LATEX POWER ETC.) BEFORE RE-CONCRETING WITH (1:1.5:3) MIX USING 1/4" STONE CHIPS AND CURE THE SURFACE FOR 7 DAYS IN DAMAGED RCC MEMBERS GROUND FLOOR	SQFT	400			
13	IN SEMI-DRY CONDITION, APPLY 2 COATS OF APPROVED BONDING AGENT (SIKA LATEX POWER ETC.) BEFORE RE-CONCRETING WITH (1:1.5:3) MIX USING 1/4" STONE CHIPS AND CURE THE SURFACE FOR 7 DAYS IN DAMAGED RCC MEMBERS FIRST FLOOR	SQFT	6000			

SI No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
14	PLASTERING THE WALLS, CEILING AND BEAMS WITH 1/2" THICK CEMENT MORTAR (1:4) INCLUDING ROUNDING OFF OR CHAMFERING CORNERS AS DIRECTED AND RACKING OUT JOINTS OR ROUGHENING OF CONCRETE SURFACE GROUND FLOOR	SQFT	4580			
15	PLASTERING THE WALLS, CEILING AND BEAMS WITH 1/2" THICK CEMENT MORTAR (1:4) INCLUDING ROUNDING OFF OR CHAMFERING CORNERS AS DIRECTED AND RACKING OUT JOINTS OR ROUGHENING OF CONCRETE SURFACE FIRST FLOOR	SQFT	6000			
16	REPAIRING OF STAIRCASE OF ANNEXURE BUILDING HACK OUT LOOSE CONCRETE, CLEAN THE SURFACE, REMOVE RUST FROM THE EXPOSED RODS, APPLY RUST PROOF CHEMICAL, WELD EXTRA BARS WHEREEVER REQUIRED, CAST THE SURFACE WITH 1:1.5:3 CONCRETE WITH PROPER SUPPORT ETC.	SQFT	150			
17	DISMANTLING OF MEZZANINE FLOOR TAKING OUT CAREFULLY BEAM, JOIST, TEES, SORTING AND STACKING SERVICABLE MATERIALS AT SITE AND REMOVING RUBBISH FROM THE WORKING SITE	SQFT	600			
18	REMOVAL OF G.I. FRAME GIPSUM BOARD FALSE CEILING AT PART OF FIRST FLOOR AND REMOVING RUBBISH FROM THE WORKING SITE	SQFT	4000			
19	DISMANTLING OF EXISTING DAMAGED FLOOR (PART OF GROUND FLOOR, TOILET BLOCK ETC.) AND REMOVAL OF RUBBISH FROM THE WORKING SITE	SQFT	3500			
20	FILLING THE VOID IN PLINTH BY EARTH/SOIL BROUGHT FROM OUTSIDE OR BY SILVER SAND IN LAYERS (6" AT A TIME) AND COMPACTING MANUALLY OR BY MECHANICAL COMPACTOR	SQFT	3500			

Sl No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
21	SINGLE LAYER BRICK FLAT SOLING OVER WELL COMPACTED SURFACE	SQFT	3500			
22	PLAIN CEMENT CONCRETE 5" THICK IN (1:3:6) MIX OVER THE B.F.S AND CURING PROPERLY	SQFT	3210			
23	2" THICK GRANULITHIC FLOORING (1:2:4) AT PART OF GROUND FLOOR	SQFT	3000			
24	40 MM THICKS ARTIFICIAL STONE IN FLOOR WITH CEMENT CONCRETE (1:2:4) WITH STONE CHIPS.TOPPING MADE WITH ORDINARY CEMENT. (TOILET BLOCK)	SQFT	500			
25	OPEN OUT EXISTING ROOF TREATMENT WORK IN PARTS AND CLEAR THE DEBRIS FROM THE SITE PRODUCTION BUILDING ROOF	SQFT	11600			
26	OPEN OUT EXISTING ROOF TREATMENT WORK IN PARTS AND CLEAR THE DEBRIS FROM THE TOILET BLOCK ROOF	SQFT	500			
27	CLEAN/WASH THE CONCRETE SURFACE THOROUGHLY PRODUCTION BUILDING ROOF	SQFT	11600			
28	CLEAN/WASH THE CONCRETE SURFACE THOROUGHLY TOILET BLOCK ROOF	SQFT	500			
29	IN SEMI-DRY CONDITION, APPLY TWO COATS OF SIKA LATEX POWER SOLUTION WITH CEMENT SLURRY PRODUCTION BUILDING ROOF	SQFT	11600			
30	IN SEMI-DRY CONDITION, APPLY TWO COATS OF SIKA LATEX POWER SOLUTION WITH CEMENT SLURRY TOILET BLOCK ROOF	SQFT	500			
31	CAST THE ENTIRE ROOF SURFACE WITH CEMENT CONCRETE (1:3:6) USING BRICK KHOA 1" - 1.5" SIZE AND ADDING SIKA LATEX POWER SOLUTION IN THE MIXTURE THE THICKNESS OF THE CASTING WILL BE AVERAGE 3" AND CASTING IS TO BE DONE IN ALTERNATE BLOCKS OF 6'X6' PRODUCTION BUILDING ROOF	CFT	3000			

SI No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
32	CAST THE ENTIRE ROOF SURFACE WITH CEMENT CONCRETE (1:3:6) USING BRICK KHOA 1" - 1.5" SIZE AND ADDING SIKA LATEX POWER SOLUTION IN THE MIXTURE THE THICKNESS OF THE CASTING WILL BE AVERAGE 3" AND CASTING IS TO BE DONE IN ALTERNATE BLOCKS OF 6'X6' " TOILET BLOCK ROOF	CFT	125			
33	AFTER CASTING, GENTLY TAPPING THE CAST SURFACE WILL RESULT IN THE CEMENT SLURRY GETTING UPWARDS USE DRY CEMENT-SAND MIXTURE UPON THE SLURRY AND LEVEL THE SURFACE PRODUCTION BUILDING ROOF	SQFT	11600			
34	AFTER CASTING, GENTLY TAPPING THE CAST SURFACE WILL RESULT IN THE CEMENT SLURRY GETTING UPWARDS USE DRY CEMENT-SAND MIXTURE UPON THE SLURRY AND LEVEL THE SURFACE TOILET BLOCK ROOF	SQFT	500			
35	IN SEMI-DRY CONDITION, NEAT CEMENTING IS TO BE DONE OVER THE SURFACE AND ALLOW CURING FOR MINIMUM 7 DAYS PRODUCTION BUILDING ROOF	SQFT	11600			
36	IN SEMI-DRY CONDITION, NEAT CEMENTING IS TO BE DONE OVER THE SURFACE AND ALLOW CURING FOR MINIMUM 7 DAYS TOILET BLOCK ROOF	SQFT	500			
37	EARTH WORK IN EXCAVATION FOR 10" THICK BRICK WORK (CYCLE STAND, GENERATOR AREA)	CFT	250			
38	10" THICK BRICK WORK IN CEMENT MORTAR (1:6) ON THE OUTER PERIPHERY AT ABOUT 1'-3" HIGH FROM ROAD LEVEL	CFT	400			
39	FILLING BY SILVER SAND IN LAYERS 9" AND CONSOLIDATING THE SAME BY RAMMING AND DRESSING COMPLETE	CFT	2200			

SI No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
40	SINGLE BRICK FLAT SOLING INCLUDING RAMMING AND DRESSING BED TO PROPER LEVEL	SQFT	3300			
41	PLAIN CEMENT CONCRETE 3" THICK IN (1:3:6) MIX OVER THE B.F.S AND CURING PROPERLY	CFT	830			
42	6 MM THICK NEAT CEMENT FLOORING	SQFT	3000			
43	SUPPLYING, FITTING AND FIXING STEEL ROLLING SHUTTER PROFILE TYPE WITH 18 B.G. OF APPROVED TYPE, STEEL LATCHE SECTION 75 MM WIDE FITTED WITH COIL WIRE SPRING TO NECESSITATE THE FITTING OF REQUIRED NO. OF C.I. PULLEYS ON HEAVY TYPE SOLID DRAWN SEAMLESS STEEL TUBE COMPLETE WITH LOCKING ARRANGEMENTS BOTH INSIDE AND OUTSIDE SPECIALLY BUILT UP SIDE GUIDE CHANNELS INCLUDING PROVIDING A HOOD FOR THE STEEL ROLLING SHUTTER, PAINTING TWO COATS OF APPROVED ALUMINIUM PAINTS OVER A COAT OF RED LEAD PRIMER COMPLETE.	SQFT	360			
44	REMOVAL OF DAMAGED STEEL WINDOWS AND VENTILATOR AT PART OF GROUND FLOOR AND REMOVING DAMAGED MATERIALS FROM THE WORKING SITE.	NOS	20			
45	SUPPLYING, FITTING AND FIXING WINDOWS AND VENTILATORS WITH INTEGRATED GRILLS CONFIRMING TO I.S.1038-1975 AND MANUFACTURED FROM ROLLED STEEL SECTIONS CONFIRMING TO I.S.7452-1974 WITH NON FRICTION PROJECTING TYPE, BOX TYPE HINGES, GLAZING CLIPS, LUGS, LOCKING BRACKET, HANDLE PLATE ETC. INCLUDING HOISTING IN POSITION, FIXING LUGS IN CEMENT CONCRETE (4:2:1) WITH STONE CHIPS 19MM DOWN, CUTTING HOLES AND MENDING GOOD DAMAGES TO MATCH WITH EXISTING SURFACE COMPLETE IN ALL RESPECT INCLUDING GLAZING.	NOS	20			
46	REPAIRING STEEL WINDOWS AND VENTILATORS INCLUDING TAKING OUT AND REFIXING, ADJUSTING WELDING CLEANING, CUTTING HOLES, MENDING GOOD DAMAGE TO MATCH WITH THE EXISTING ONE.	NOS	20			

SI No	DESCRIPTION OF ITEMS OF WORKS	UM	Quantity	Rate	Amount (Rs)	Remarks
47	REMOVING THE EXISTING BROKEN GLASS AND FIXING THE NEW GLASS AT NORTH SIDE STAIR WINDOW SAME AS EXISTING.	SQFT	75			
48	DISMANTLING ALL TYPES OF MASONRY STACKING SERVICEABLE MATERIALS AT SITE AND REMOVING RUBBISH FROM THE WORKING SITE.	CFT	1350			
49	REMOVING THE DAMAGED STEEL PLATE, JOIST AND FIXING THE NEW JOIST, PLATE ON PILLAR FOR WATER TANK PLATFORM ON ROOF.	SQFT	150			
50	REMOVING THE EXISTING SHEETING OVER STEEL STRUCTURE ABOVE WATER TANK AND SUPPLYING, FITTING AND FIXING CGI SHEETING OVER STEEL STRUCTURE.	SQFT	150			
51	HEDGES AND TREES CUTTING ON ROOF AND REMOVAL FROM THE WORKING SITE.	L.S.				
52	COVERING OF DUCT AT 1 ST FLOOR WITH R.C.C SLAB	SQFT	50			
53	REMOVAL OF ALUMINIUM DOOR AT 1 ST FLOOR	NO	1			
54	REPLACEMENT OF 6" DIA ASBESTOS CEMENT QUALITY DOWN PIPE IN POSITION WITH NECESSARY CLAMPS, NAILS INCLUDING MAKING HOLES IN WALL.	RFT	70			
55	HIRE AND LABOUR CHARGES FOR SHUTTERING WITH CENTREING AND NECESSARY STAGING USING APPROVED STOUT PROPS AND THICK HARD WOOD PLANKS OF APPROVED THICKNESS WITH REQUIRED BRACING FOR CONCRETE SLAB, BEAMS, COLUMNS, LINTELS INCLUDING FITTING, FIXING AND STRIKING OUT AFTER COMPLETION OF WORKS 9 TO 12 MM THICK APPROVED QUALITY PLY BOARD SHUTTERING IN ANY CONCRETE WORK.	SQFT	500			
50	OBTAINING OF NECESSARY APPROVAL FROM KMC, IF REQUIRED. ALL STATUTORY PAYMENT TO BE BORNE BY AYCL	LUMP SUM	LUMPSUM			

NOTE:

(1) The actual quantity of work may vary from the above estimated quantity.

(2) All materials required for Repair/Renovation work are to be supplied by the Contractor. Only Source of Water and Electricity are to be provided by AYCL.

ANNEXURE- X

**LIST OF TECHNICAL PERSONNEL TO BE ASSIGNED BY THE CONTRACTOR FOR
AYCL REPAIR JOB**

Sl. No.	Description	Nos.	Technical Qualification	Minimum Experience
1				
2				
3				
4				
5				

ANNEXURE- XI

WORK ON SPECIAL SCHEDULE

Sl. No.	Labour	Rate per day (considering 8 hours per day)
1	Skilled Labourer	
2	Unskilled Labourer	
3	Foreman (Concreting work)	
4	Mason	
5	Carpenter	
6	Fitter	
7	Painter	
8	Welder	
9	Plumber	
10	Electrician	
11	Mechanic	
12	Pump Operator	
13	Mixer Driver	
14	Truck Driver	
15	Bhisti	

Note – The above rates are indicative and would be finalized by the Consultant on behalf of AYCL. The rate finalized by the Consultant is binding on all parties.

ANNEXURE- XII**BASIC PRICE OF CONSTRUCTION MATERIALS**

The Tendered shall quote herein the basic rates for supply of materials, at site of work, by them for working out their bids.

Sl. No	Description	Unit	Supply Rate at Site
1	Timber for Framework	Cu. M	
2	Plank of assorted sizes and thickness	Cu. M	
3	Sand - Fine aggregate 0 to 3 mm.	Cu. M	
4a	Sand - Coarse aggregate : 1 to 7 mm.	Cu. M	
4b	Sand - Coarse aggregate : 7 to 30 mm.	Cu. M	
4c	Sand - Coarse aggregate : 30 to 50 mm.	Cu. M	
5	12 mm. Ply board	Sq. M	
6a	Stone Chips : 20 mm and down	Cu. M	
6b	Stone Chips : 12 mm and down	Cu. M	
6c	Stone Chips : 6 mm and down	Cu. M	
7	Cement – Reputed make (not from any mini plant)	MT	
8	Tor Steel / TMT Bars	MT	
9	Mild steel bars	MT	
10	Props of different length	Each	
11	Glazed Tiles	Sq. M	
12	P.V.C. tiles for 1.5 mm and 2 mm	Sq. M	
13	P.V.C. pipe for conduit wiring (12 mm dia, 20 mm dia and 25 mm dia)	R.M.	
14	Structural steel (ISMB, ISMC, Angles, plates)	Kg	

Annexure-XIII

General Particulars of Bidders

The applicants are required to furnish the following information on their Letterhead. In giving the particulars, the supporting documents / certificates as called for per queries at places, must be tagged with the application for evidencing the information furnished in the application.

1. Name of the Firm in full :
2. Address, Telephone No. Fax No. & E-Mail
 - a) Address :
 - b) Telephone No :
 - c) Fax No :
 - d) E-Mail ID :
3. Status of the organization :
4. Trade License No :
- (Attach a photo copy of the license)
5. Banker's Name
 - a) Name of the Bank :
 - b) Name of the Branch :
 - c) Account No :
6. Sales Tax Registration No. :
7. I.T. Permanent Account No :
8. VAT No. :
9. Service Tax Registration No. :

I / We hereby certify that the particulars furnished by me / us above are true to the best of my / our knowledge and belief and mis-representations of facts will render me / us liable to my / our action as may be deemed fit by Andrew Yule & Co.Ltd. (Kolkata Operation) & have the sole discretion to reject or accept my / our candidature.

(Signature of the Applicant)

Office Stamp / Seal

Place :

Date :