

Request for Proposal (RFP) for Selection of Agency for Construction of Compound wall

REQUEST FOR PROPOSAL (RFP) DOCUMENT

March, 2014

Authority: HFTWPL

**Project: International Cargo Hub, Haldia
Site: Mouza Chakdwipa, Brajalalchak, Haldia,
Dist East Medinipur, West Bengal**

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Authority to the prospective Applicant(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposal pursuant to this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by the Authority and/or any of its Applicant(s) are, only indicative and for the sole purpose of making available to interested parties/Applicant(s) preliminary information that may be useful to them in the formulation of their proposal. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Contract and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Table of Content

1. INTRODUCTION	8
1.1 Background	8
1.2 Requests for Proposal	8
1.3 Sale of RFP Document	8
1.4 Validity of the Proposal	8
1.5 Brief description of the Selection Process	8
1.6 Payment	9
1.7 Schedule of Selection Process	9
1.8 Communications	9
2. INSTRUCTIONS TO APPLICANTS	10
2A. GENERAL	10
2.1 Scope of Proposal	10
2.2 Conditions of Eligibility of Applicants	10
2.3 Conflict of Interest	11
2.4 Number of Proposals	12
2.5 Cost of Proposal	12
2.6 Acknowledgement by Applicant	12
2.7 Right to reject any or all Proposals	13
2B. DOCUMENTS	13
2.8 Contents of the RFP	13
2.9 Clarifications	14
2.10 Amendment of RFP	14

2 C. PREPARATIONS AND SUBMISSION OF PROPOSAL	14
2.11 Language	14
2.12 Format and signing of Proposal.....	14
2.13 Technical Proposal	15
2.14 Financial Proposal.....	15
2.15 Submission of Proposal	16
2.16 Proposal Due Date.....	16
2.17 Late Proposals	16
2.18 Modification/ substitution/ withdrawal of Proposals	16
2D. EVALUATION PROCESS	17
2.19 Evaluation of Proposals.....	17
2.20 Correction of Errors	17
2.21 Confidentiality.....	18
2 E. APPOINTMENT OF CONTRACTOR	18
2.22 Indemnity	18
2.23 Award of Contract	18
2.24 Bid Security	18
2.25 Commencement & Completion of Contract	19
3. EVALUATION CRITERIA.....	20
3.1 Evaluation of Technical Proposals.....	20
3.2 Evaluation of Financial Proposal	20
4. FRAUD AND CORRUPT PRACTICES	21
5. CONDITIONS OF CONTRACT.....	23

5A. General	23
5.1 Definitions	23
5.2 Interpretation.....	24
5.3 Legal Construction	24
5.4 Communications	25
5.5 Personnel	25
5.6 Insurance.....	25
5.7 Possession of the Site	25
5.8 Instructions	25
5.9 Settlement of Dispute	25
5.10 Procedure for Arbitration	25
5 B. TIME CONTROL	26
5.11 Avoidance of Delay	26
5.12 Extension of the Intended Completion Date	26
5.13 Force Majeure.....	28
5C. QUALITY CONTROL.....	28
5.14 Identifying Defects	28
5.15 Tests	28
5.16 Correction of Defects	29
5.17 Uncorrected Defects	29
5 D. COST CONTROL.....	30
5.18 Schedule of Quantities	30
5.19 Alterations, Additions and Omissions	31

5.20	Valuation of Variations	31
5.21	Extent of Variations.....	31
5.22	Payment Schedule.....	32
5.23	Tax.....	32
5.24	Currencies	32
5.25	Liquidated Damages.....	32
5.26	Performance Security.....	33
5.27	Defect Liability and Cost of Repairs	33
5 F.	FINISHING THE CONTRACT	33
5.28	Completion.....	33
5.29	Taking Over	34
5.30	As Built Drawings/data.....	34
5.31	Termination of Contract.....	34
5.32	Payment upon Termination	34
6.	SPECIAL CONDITION OF CONTRACT.....	35
6.1	General.....	35
6.2	Scope of Works	35
6.3	Measurements.....	38
6.4	Subcontract or Subletting of Works.....	38
6.5	Tender Drawings/data	38
6.6	Contract Drawings/data.....	38
6.7	Protection of the Works during Contract Period.....	39
6.8	Discrepancies in alignment	39

6.9	Temporary Power and Water Supply.....	39
6.10	Contractor’s Facilities.....	39
6.11	Contractor’s Other Obligations.....	41
6.12	Structures.....	43
6.13	Material.....	43
7.	TECHNICAL SPECIFICATION	44
8.	CONTRACT DATA.....	45
9.	APPENDICES	47
9.1	APPENDIX-I: TECHNICAL PROPOSAL	47
9.2	APPENDIX-II: FINANCIAL PROPOSAL	58
9.3	APPENDIX-III: DRAWINGS	60

1. INTRODUCTION

1.1 Background

- 1.1.1 The Haldia Free Trade Warehousing Private Limited (HFTWPL) (hereinafter referred to as the **“Authority”**) is a special purpose company incorporated under [Indian] Companies Act, 1956; and is a wholly owned subsidiary of M/s Free Trade Warehousing Private Limited (**“FTWPL”**),
- 1.1.2 The Authority has obtained allotment of land admeasuring approx 200 acres from Haldia Development Authority (HDA) for a period of 90 years, which is proposed to be developed as an International Cargo Hub (**“Project”**).
- 1.1.3 For the purposes of the Project, Authority intends to select and appoint a competent Agency (**the “Contractor”**) through competitive bidding process in accordance with terms hereof; construct a compound wall of the size and specifications (**“Contract”**).
- 1.1.4 Applicants are encouraged to inform themselves fully about the Contract and the local conditions before submitting the Proposal by paying visit to the Project Site after obtaining required approval from the Authority before the scheduled date for **“Pre Bid meeting”**.

1.2 Requests for Proposal

- 1.2.1 The Authority invites proposals (the **“RFP”**) in terms hereof for selection of Contractor to undertake the contract in terms hereof and particularly the Work Order.

1.3 Sale of RFP Document

- 1.3.1 Request for proposal (**“RFP”**) document can be downloaded from the Official Website of IIDC Ltd and MMTC Ltd.(<http://www.iidcindia.co.in/> and mmtclimited.gov.in

1.4 Validity of the Proposal

- 1.4.1 The Proposal shall be valid for a period of not less than 90 days from the Proposal due date (the **“PDD/Proposal Due Date”**) as specified in clause 1.7.

1.5 Brief description of the Selection Process

- 1.5.1 The Authority has adopted a single stage two envelope selection process (collectively the **“Selection Process”**) for selection of the Contractor. The Proposals shall comprise of technical and financial proposals to be submitted in two separate sealed envelopes put together in one outer envelope. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 hereof. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.1. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2 hereof. The applicant quoting the lowest total price (contract value) in their financial proposal shall be the **“Selected Contractor”**.

1.6 Payment

- 1.6.1** All payments to the Contractor shall be made in INR in accordance with the provisions of this RFP and particularly as per the terms of the Work Order.

1.7 Schedule of Selection Process

- 1.7.1** The Authority would endeavor to adhere to the following schedule in respect of the bidding process:

Event Description Date

1.	Last date for receiving queries/clarifications	18 March, 2014
2.	Pre Bid Meeting	24 March, 2014
3.	Proposal Due Date or PDD	28 March, 2014
4.	Opening of Proposals On Proposal Due Date	28 March , 2014

For attending the Pre-Bid meeting, the prospective bidders are requested to inform the Authority at least one day before the schedule date in writing.

1.8 Communications

- 1.8.1** All communications including the submission of Proposal should be addressed to:

Mr. Naveen Kumar
IIDC Ltd,
2nd Floor, Niryat Bhawan, Rao Tula Ram Marg,
Opp. Army Hospital Research & Referral
New Delhi-110057
TEL: 011-46002229 Fax: 011-46002244
Email: naveen.kumar@ilfsindia.com

- 1.8.2** All communications, including the envelopes for Proposal submission, should bear the following information, set out at the top of such communication/envelope(s) in bold letters:

“Selection of Agency for Construction of Compound wall at HFTWPL, HALDIA”

2. INSTRUCTIONS TO APPLICANTS

2A. GENERAL

2.1 Scope of Proposal

- 2.1.1** An applicant/bidder (“Applicant”) may be a natural person, private entity, government-owned entity. By way of abundant clarity, it is hereby clarified that any combination of entities [i.e a consortium of entities] shall not be eligible to submit Proposal under this RFP and accordingly shall not be considered in the event a consortium of entities submits a Proposal under this RFP.
- 2.1.2** Applicant(s) are advised that the selection of Contractor shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever
- 2.1.3** The Applicant(s) shall submit its Proposal in the form and manner specified in Appendix-I and II of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Authority reserves the right to reject the proposals received in other formats.

2.2 Conditions of Eligibility of Applicants

- 2.2.1** To be eligible for evaluation of its Proposal, the Applicant(s) shall fulfill both the following eligibility criteria [i.e. Technical Eligibility criteria set out at 2.2.1 (A) & 2.2.1(B) and Financial Capacity criteria in 2.2.1 (C) respectively below]:

Technical Eligibility:

- (A)** The Applicant(s) must be an empanelled /registered contractor as per applicable laws in India by any Central and/or State Government department provided that Applicant(s) must ensure that the aforesaid empanelment/registration should subsist in full force and effect from Proposal Due Date atleast upto a period of 6 (six) months.

AND

- (B)** Shall have, in the past three (3) financial years immediately preceding the Proposal Due Date successfully received minimum payments of Rs 2 (two) crores from construction of Eligible Project (single project) or has successfully completed the construction work by itself such that the project cost of multiple Eligible Projects (not exceeding 3 such projects) shall be more than Rs 5 (five) crores

The term “Eligible Projects” shall for the purposes of this RFP mean and include construction works of commercial or residential buildings or compound wall/ retaining wall with RCC structures.

For the purpose of evaluation of Eligibility Criteria claimed in the Proposal, the Applicant shall furnish relevant work completion certificate issued by the client (Project Owner) showing the requisite details furnished in Form-2 (Appendix 1)

(C) Financial Capacity

The Applicant shall, over the past 3 (three) financial years immediately preceding the Proposal Due Date, be required to have a minimum average annual turnover equivalent to Rs. 3 (Rupees Three) crores. In this regard, the Applicant(s) shall be required to furnish details of the Income Tax Returns (ITR) for the respective years to be submitted as per Financial Capacity of Applicant Form-4 Appendix – I of the RFP.

- 2.2.2** The Applicant(s) should submit a Power of Attorney as per the format at Form - 3 of Appendix- I, authorizing the signatory of the Proposal to commit the Applicant(s).
- 2.2.3** Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.4** An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate

2.3 Conflict of Interest

- 2.3.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Contract (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Proposal security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2** An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (A) the Applicant, its Associate (or any constituent thereof) and any other Applicant, its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, or Associate, as the case may be) in the other Applicant, its Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act,1956. For the purposes of this Clause 2.3.2(A), indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person

(the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary.

- (B) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (C) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Application of either or each of the other Applicant;
- (D) For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract

2.4 Number of Proposals

- 2.4.1** No Applicant shall submit more than one Proposal for the Contract in which cases all the Proposals shall be summarily rejected.

2.5 Cost of Proposal

- 2.5.1** The Applicant(s) shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

- 2.6.1** It shall be deemed that by submitting the Proposal, the Applicant has:
 - (A) made a complete and careful examination of the RFP and the Project Site;
 - (B) received all relevant information requested from the Authority;
 - (C) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
 - (D) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - (E) acknowledged that it does not have a Conflict of Interest; and
 - (F) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any or all Proposal(s) and/or to annul the Selection Process, at any time without any consequent obligation for such action and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

(A) at any time, a material misrepresentation is made or discovered, or

(B) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

If such rejection occurs after the Proposals have been opened and the Selected Applicant gets disqualified / rejected, then the Authority reserves the right to cancel the selection/work order/contract (if already issued/executed) and/or consider the next ranked Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / amendment issued in accordance with Clause 2.10:

(A) Request for Proposal

(B) Schedules: Appendices

(i) Appendix-I: Technical Proposal

Form 1:	Technical Proposal submission form
Form 2:	Applicant's Organization and Experience
Form 3:	Power of Attorney
Form 4:	Financial Capacity of Applicant
Form 5:	Technical Capacity
Form 6:	Comments and suggestions on the Terms of Reference
Form 7:	Description of Approach, Methodology and Concept Plan
Form 8:	Bank Guarantee for Performance Security

(ii) Appendix-II: Financial Proposal

Form 1 :	Schedule of Quantities (SOQ)
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(iii) Appendix-III: Drawings

Drawing 1 :	Layout Plan of the Site
Drawing 2 :	Boundary Wall Details

2.9 Clarifications

- 2.9.1** The Authority will post the reply to all such queries on its official website without identifying the source of queries.
- 2.9.2** The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.
- 2.9.3** All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, modify the RFP document by the issuance of Addendum and posting it on the official websites of MMTC Limited and IIDC Ltd. It is hereby clarified that Authority has neither any obligation to publish intimation regarding such Addendum/amendments in any other forums nor commitment to send separate correspondence to any prospective bidders.
- 2.10.2** Authority may, in its sole discretion, extend the Proposal Due Date.

2 C. PREPARATIONS AND SUBMISSION OF PROPOSAL

2.11 Language

- 2.11.1** The Proposal with all accompanying documents (the “Documents”) required in terms of RFP and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the forms/formats provided in this RFP. In case the supporting Documents (such as experience certificate/license etc) are in another language, it must be accompanied by a translation of all the relevant passages in English, duly certified by the Applicant. For all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

- 2.12.1** The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2** The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.12.3** The Proposal shall be duly signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be

properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (A) by the proprietor, in case of a proprietary firm; or
- (B) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation or Limited Liability Partnership;
A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-3) shall accompany the Proposal.

2.12.4 Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date.

2.13 Technical Proposal

2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that the Technical Proposal contains the following:

- (A) Proposal/bid security is furnished in terms hereof.
- (B) All forms are submitted in the prescribed formats and signed by the authorised signatories;
- (C) Power of Attorney for bid signatory is executed as per applicable laws;
- (D) The proposal is responsive in terms of Clause 2.19.

2.13.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.4 Clarification sought by Authority

- (A) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP including by seeking clarifications from Applicant in this regard. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14 Financial Proposal

2.14.1 Applicants shall submit the Financial Proposal in Form-1 (Appendix –II) Schedule of Quantities, wherein the Bidder shall fill in the unit rates in digits and words and each page duly signed. Applicant seeks in respect of undertaking the Contract (“**Offer Price**”), in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. It is hereby clarified that Offer Price quoted shall be inclusive of all applicable taxes, and similar levies/duties and all out of pocket and incidental expenses in respect of the Contract.

2.14.2 The Offer Price quoted shall be firm throughout the period of performance of the Contract upto and including discharge of all obligations of the Contractor under this RFP and particularly the Work Order.

2.15 Submission of Proposal

2.15.1 The Applicant(s) shall submit the Proposal in spiral bound form with all pages numbered serially and by giving an index of submissions.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address as specified below, Contract name as indicated at Clause 1.8.1 and 1.8.2 and the name and address of the Applicant. It shall bear on top, the following:

“RFP for Selection of Agency for Construction of Compound wall at Haldia, West Bengal”

Address:

IIDC Ltd

2nd Floor, Niryat Bhawan

Rao Tula Ram Marg,

Opp. Army Hospital Research & Referral

New Delhi-110057

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain the application in the prescribed format (Form 1 to 8 of Appendix-I) and supporting documents.

2.15.4 The envelope marked “Financial Proposal” shall contain the financial proposal in the pre- scribed format (Form -1 Appendix-II).

2.16 Proposal Due Date

2.16.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date in the manner and form as detailed in this RFP.

2.17 Late Proposals

2.17.1 Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with terms hereof, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate

2D. EVALUATION PROCESS

2.19 Evaluation of Proposals

2.19.1 The Authority shall open the Proposals at 1530 hours on the PDD, at the place specified in Clause 1.8.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date. Proposals for which notice of withdrawal is submitted shall not be opened.

2.19.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (A) the Technical Proposal is received in terms of this RFP in the form specified at Appendix-I;
- (B) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- (C) it is signed, sealed, bound together and marked as stipulated in Clauses 2.12 and 2.15;
- (D) it is accompanied by the Power of Attorney as specified in Clause 2.12 hereof;
- (E) it is accompanied by the bid security as specified in Clause 2.24 of the RFP,
- (F) it contains all the information (complete in all respects) as requested in the RFP;
- (G) it does not contain any condition or qualification; and
- (H) it is not non-responsive in terms hereof.

2.19.3 The Authority reserves the right to reject any Proposal which is non-responsive

2.19.4 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process as specified in this RFP

2.19.5 Date, time and venue for opening of Financial Proposals will be intimated to all Applicants who “Pass” Technical Evaluation. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.20 Correction of Errors

2.20.1 Bids determined to be substantially responsive will be checked by the Authority for any arithmetic errors. Errors will be corrected by the Authority as follows:

- (A) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (B) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

2.21 Confidentiality

2.21.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2 E. APPOINTMENT OF CONTRACTOR

2.22 Indemnity

2.22.1 The Contractor shall, subject to the provisions of Work Order , indemnify the Authority, for an amount not exceeding 3 (three) times the value of this Contract, for any direct loss or damage that is caused due to any deficiency in Contract services.

2.23 Award of Contract

2.23.1 After selection, Work order (the “**WO**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the date of issue of the WO, sign and return the WO with the signatures of the Authorized Signatory (along with the official rubber seal) of the Selected Applicant at the bottom of every page, with confirmation of the acknowledgement. In the event the duplicate copy of the WO duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel/revoke the WO and the next ranked Applicant may be considered in Authority’s sole discretion or in such case the Authority may annul the Selection Process. Upon acknowledgement of the Work Order and in terms therein and hereof, the Authority shall execute the Work Order agreement with the Contractor within the time period set out therein.

2.23.2 In case more than one bidder quotes the Lowest Quote (total contract value), both bidders will be asked to submit their revised financial proposal subject to the revised proposal being lower than their earlier proposal.

2.24 Bid Security

2.24.1 The Applicant shall furnish as part of its technical proposal, a bid security of Rs. **15 Lakhs (Rupees Fifteen Lakhs only)** in the form of a demand draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Authority payable at New Delhi (the “Bid Security”). The Bid Security of unsuccessful applicants shall be returned on selection of the successful applicant or on Authority annulling the bidding process except in case of the highest ranked (in terms hereof). The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the work order and submission of the requisite Performance Guarantee.

2.24.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.24.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free

2.24.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (A) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
- (B) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (C) In the case of a Selected Applicant, if the Applicant fails to sign the work order or commence the Contract as specified herein respectively; or
- (D) If the Applicant is found to have a Conflict of Interest as specified in this RFP.
- (E) If the Applicant misrepresents any information/qualification criteria or otherwise as required to be submitted/fulfilled in terms hereof
- (F) If Applicant submits a conditional Proposal

2.25 Commencement & Completion of Contract

2.25.1 Complete the entire scope of work within a period of 12 (twelve) weeks from the date of issue of Work Order unless an extension is granted by the Authority in writing. The Contractor shall commence the services at the Project site in terms of the Work Order.

3. EVALUATION CRITERIA

3.1 Evaluation of Technical Proposals

3.1.1 Evaluation of the Technical Proposal would be on the basis of a "Pass/Fail" methodology, with applicants meeting the eligibility criteria (technical and financial) set forth in clause 2.2 hereof, declared "Pass" and thereby qualifying for opening and evaluation of their Financial Proposal.

3.2 Evaluation of Financial Proposal

3.2.1 The Financial Proposals of the bidders who qualify the technical evaluation as in clause 3.1.1 will only be opened. The bidder whose total bid value is found to be lowest will be shortlisted for award of contract.

3.2.2 The Authority reserves the right to seek clarifications from all bidders in regard to their technical/financial proposals at any stage during the evaluation process and also hold negotiation with the shortlisted bidder in clause 3.2.1 in case required.

3.2.3 It is hereby clarified that Offer Price quote shall be inclusive of all applicable taxes, and similar levies/duties and all out of pocket and incidental expenses in respect of the Contract

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the Work Order, if an Applicant or Architect, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Agreement, such Applicant or Architect shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Architect, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (A) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Work Order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Agreement, who at any time has been or is a legal, financial or technical Contractor/ adviser of the Authority in relation to any matter concerning the Project;
 - (B) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (C) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (D) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (E) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. CONDITIONS OF CONTRACT

5A. General

5.1 Definitions

5.1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- (A) **SCHEDULE OF QUANTITIES or SOQ** means the priced and completed SCHEDULE OF QUANTITIES and rates forming part of the Contract.
- (B) The **Contract** is the Contract between the Authority and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in **Clause 5.2.4** below.
- (C) The **Contract Data** defines the documents and other information which comprise the Contract.
- (D) The **Contractor** is a person or corporate body who has been awarded the Works by the Authority.
- (E) The **Contractor's Proposal** is the completed Bidding document submitted by the Contractor to the Authority.
- (F) The **Contract Price** is the price stated in the SOQ and Work Order and thereafter as adjusted in accordance with the provisions of the Contract.
- (G) **Date of Commencement** is the date as stated in the Letter of Intent from the Authority to the Contractor. **Actual Date of Commencement** is the date from which the Contractor started his work. **Days** are calendar days; **months** are calendar months.
- (H) A **Defect** is any part of the Works not completed in accordance with the Contract. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Actual Completion Date.
- (I) The Authority is the Party who will employ the Contractor to carry out the Works.
- (J) **Engineer in Charge** shall be representative of the Authority or person nominated by him.
- (K) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (L) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer in Charge by issuing an extension of time. The **Actual Completion Date** is the date on which the Engineer in Charges shall issue the Completion Certificate as per **Clause 5.28**.
- (M) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (N) The **Site** is the area defined as such in the Contract Data.

- (O) **Specification** means the Specification of the Works referred in the Contract and any modification or addition made or approved by the Engineer in Charge in writing.
- (P) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- (Q) **A Variation** is a written instruction given by the Engineer in Charge which varies the Works.
- (R) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Authority, as defined in the Contract Data.
- (S) **Party and Parties** is the Authority and the Contractor individually and the word Parties shall be construed accordingly
- (T) **Relevant Authority** shall mean all Parties which have jurisdiction on the works.

5.2 Interpretation

5.2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer in Charge will provide instructions clarifying queries about the Conditions of Contract.

5.2.2 All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in **English**, and the Contract shall be construed and interpreted in accordance with that language.

5.2.3 If any of the Contract Documents, correspondence or communications are prepared in any language other than English then the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

5.2.4 The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order

- (A) Agreement
- (B) Work Order
- (C) Contractor's Proposal
- (D) Contract Data
- (E) Conditions of Contract including Special Conditions of Contract
- (F) Specifications
- (G) Drawings/data
- (H) Schedule of Quantities
- (I) Any other document listed in the Contract Data as forming part of the Contract.

5.3 Legal Construction

5.3.1 Subject to provision of clause, the Work Order shall be in all aspect, construed and operated as Contract under Indian Contract Act 1872, and in accordance with Indian Laws enforce for the time being and is subject to the jurisdiction of the court, **New Delhi**.

5.4 Communications

5.4.1 Communications between Parties which are referred to in the conditions are effective only when given in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

5.5 Personnel

5.5.1 If the Engineer in Charge or Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or his work force the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

5.6 Insurance

5.6.1 Notwithstanding that the Contractor is to indemnify The Authority. All Risks and Workmen's Compensation, insurance policies to cover the whole project and without limiting the obligations, responsibilities, duties and/or liabilities of the Contractor, the Contractor shall effect at his own costs for others insurance policies deemed necessary in the joint names of the Authority and Contractor to cover the Contract works.

5.7 Possession of the Site

5.7.1 The Authority shall give possession of the Site to the Contractor as defined in the Contract Data.

5.8 Instructions

5.8.1 The Contractor shall carry out all instructions of the Engineer in Charge which comply with the applicable laws where the Site is located.

5.9 Settlement of Dispute

5.9.1 If any dispute of any kind whatsoever shall arise between the Authority and the Contractor in connection with or arising out of the Contract, whether during the process of works or after completion and whether before or after termination or breach of the Contract the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer in Charge. The Engineer in Charge will give his decision within 15 (fifteen) days of referring the dispute, either Party if not in Agreement with Engineer in Charge's decision, may within 15 (fifteen) days of decision by the Engineer in Charge refer to the senior management of the Authority, who will give its decision within thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management's decision, may refer to arbitration pursuant to **Clause no. 5.10** of Conditions of Contract.

5.10 Procedure for Arbitration

5.10.1 The Arbitration shall be conducted in accordance with the Indian Arbitration and Reconciliation Act 1996. The Complainant/Claimant shall notify the other party regarding the disputes in respect of any matter for resolution through Arbitration. The appointment of Arbitrator shall be done within a maximum of 30 (thirty) days from receipt of such notice/intimation.

- (A) The arbitral tribunal shall consist of Sole Arbitrator to be appointed by the Authority.
- (B) Arbitration proceedings shall be at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- (C) The decision of the Sole Arbitrator shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party shall be borne by each Party itself.

5 B. TIME CONTROL

5.11 Avoidance of Delay

- 5.11.1** It is paramount that the Contractor shall constantly plan his work so as to most efficiently utilize all or any available part or parts of the site, any completed part or parts of another Contractor's works which is to be integrated into the Contract Works (if any), the available Drawings/data and all others matters as are available to him, as well as his own resources in order to avoid or reduce any standstill and down time.
- 5.11.2** In event that the Contractor cannot commence or proceed with a particular part of the Contract Works as per the programme furnished to the Authority in accordance with **Clause 5.11.1**, for any reason whether attributed to the Contractor or not, the Contractor shall be obliged to report such matters and shall also be obliged to reschedule and proceed with other parts of the Contract Works with the concurrence of the Authority but at no additional costs to the Authority to ensure that the completion date of the Contract Works will be met.
- 5.11.3** Within the time stated in the Contract Data the Contractor shall submit to the Engineer in Charge for approval a Construction Program including Environmental Management Plan.
- 5.11.4** The Engineer in Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer in Charge again at any time. A revised Program is to show the effect of Variations.

5.12 Extension of the Intended Completion Date

- 5.12.1** Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates as mentioned in the Contract Data as Milestones for the execution and completion of the Contract Works as stated.
- 5.12.2** The Contractor acknowledges that a high rate of working is required to achieve the Dates for Completion of the Contract Works and Contractor shall be deemed to have allowed for shift working, sufficient plant, labour, flood lighting and any or all other measures to achieve the same.

5.12.3 The Dates of Completion of the Contract Works may be extended by The Authority subject to compliance by the Contractor with **Clause 5.11** (Avoidance of Delay), by such period which reasonably reflects any delay in completion of the Contract Works which, notwithstanding due diligence and taking of all reasonable steps by the Contractor to avoid or reduce the delay as provided for in **Clause 5.11**, is caused:

- (A) By the occurrence of an event of Force Majeure;
- (B) By a delay in handing over of the Site or part of the Site by The Authority after the Dates for Commencement of the Contract Works;
- (C) Any significant variations (affecting an increase in contract value by more than 10%) requested by The Authority;
- (D) By other Contractors carrying out works not forming part of the works to be carried out under the Sub Contract, and employed by the Authority;
- (E) By an instruction to suspend the Contract Works issued by the Authority pursuant to this Contract provided that such suspension is not due to the fault of the Contractor;
- (F) If the Authority has delayed in providing materials, Drawings/data, instructions and/or approvals where Authority is to seek the approval, which have been requested by the Contractor in writing, and which request is neither too early nor too late for the timely completion of the Contract Works; and which affects the Contract Works PROVIDED that such delays are not due to the Contractor. PROVIDED FURTHER THAT if, while the Contractor is continuing works during the period when liquidated and ascertained damages are being deducted, The Authority gives instruction or matters occur which would entitle the Contractor to an extension of time then the Authority shall assess and give the Contractor an extension of time and so notify the Contractor accordingly.

5.12.4 The Contractor shall notify the Authority in writing of any factors and the relevant Contract provision (if any) which Contractor considers entitles Contractor to an extension of time together with a statement of :

- (A) The reason why the delay in completion of the Contract Works is likely to result or has resulted;
- (B) An estimate of the period by which the Contract Works are likely to be or had been delayed; and
- (C) Details of steps that the Contractor proposes to take to avoid or reduce the delay;
- (D) Within 7 (seven) days of the commencement or occurrence of any such factor or such extension of this 7 (seven) days period as the Authority may allow

5.12.5 The Contractor shall notify the Authority immediately upon the cessation of the factors notified to the Authority under **sub-Clause 5.12.4**; to enable any provisions, that the Contractor may seek extension of scheduled Date for Completion with such other particulars as shall be reasonably necessary to enable the Authority to properly consider the request for such extension.

5.12.6 Without prejudice to any other grounds which do not entitle the Contractor to an extension of time, the Contractor shall not be entitled to extensions of time for delays resulting from weather conditions, or discrepancy in the Contract Documents, whether such events affect the Contract Works or not.

5.12.7 Notwithstanding the foregoing, the Authority shall not be obliged to take into account any circumstances that are not notified to the Authority in accordance with the periods referred to in **sub-Clause 5.12.3 and 5.12.4**.

5.12.8 For the avoidance of doubt, the Contractor had agreed NOT TO CLAIM for all costs, loss and /or expense suffered or incurred by reason of any extension of time granted by the Authority in accordance to Sub-Clause 5.11.4 herein except by reason of **sub-Clause 5.12.3 (B) 5.12.3 (D) 5.12.3 (F)**.

5.13 Force Majeure

5.13.1 "Force Majeure" shall mean any event beyond the reasonable control of the Authority or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

- (A) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- (B) Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.
- (C) Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster

5C. QUALITY CONTROL

5.14 Identifying Defects

5.14.1 The Engineer in Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer in Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer in Charge considers may have a Defect.

5.14.2 The Contractor shall permit the Authority's technical auditor to check the Contractor's work and notify the Engineer in Charge and Contractor of any defects that are found.

5.15 Tests

5.15.1 If the Engineer in Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect, the cost of such test/tests shall be borne by the Authority, however the Contractor shall be obliged to offer all necessary assistance for carrying out such tests

5.16 Correction of Defects

5.16.1 The Engineer in Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

5.16.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer in Charge's notice.

5.17 Uncorrected Defects

5.17.1 If the Contractor has not corrected a Defect within the time specified in the Engineer in Charge's notice, the Engineer in Charge will assess the cost of having the Defect corrected, and the amount will be recovered from the Contractor.

5 D. COST CONTROL

5.18 Schedule of Quantities

5.18.1 The SCHEDULE OF QUANTITIES shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

5.18.2 The Schedule of Quantities is used to calculate the Contract Price. The Contractor Shall be paid for the actual quantities duly approved by the Engineer in Charge and the Contract Price shall be adjusted based on approved actual quantities of the Contract works as described in Schedule of Quantity for each item.

5.18.3 The rates set out in the Schedule of Quantity (SOQ) are fixed, firm and shall be inclusive of all costs and expenses as mentioned below:

5.18.3.1 Preliminaries works / costs such as site measurement, supervision, setting out, insurances, water, electricity/power, security/ watching, protection of public working around and in connection with underground services, cables, pipes, etc. working/liasion with consultant engineers, Government and other Relevant Authorities etc.

5.18.3.2 All associated temporary and false works.

5.18.3.3 Preparation and maintenance of access and / or haul road, etc

5.18.3.4 All tests, sampling, inspection, reports, opening up of works and related works (including testing on materials supply by Authority).

5.18.3.5 Material, labour, plant, equipment, machinery, tools and all related costs

5.18.3.6 Shifts works, night works, overtime works, incentives, bonus, related labour employment costs etc

5.18.3.7 Working with site constraints and conditions

5.18.3.8 Liaison, including dealing and compliances with requirements, restrictions, etc. of all Relevant Authorities

5.18.3.9 Overhead cost, profits, etc.

5.18.3.10 Protection and maintaining all Contract works and anything affected by the Contract works until completion handing over

5.18.3.11 Any other costs and / or expenses deemed necessary for the due execution and completion of the works.

5.18.4 The rates as contained in the SOQ shall be inclusive of all taxes, duties and royalties applicable in the State of West Bengal from time to time. The Contractor accepts that all taxes on the Contract shall be to Contractor's account. Authority shall deduct Tax Deduction at Source (TDS) for such taxes at the rates fixed and revised by Relevant Authorities from each payment/bill due to Contractor. Authority shall issue TDS certificate in favour of Contractor for the TDS so recovered.

5.18.5 The rates as contained in the SOQ shall also be inclusive of all PF, ESI etc. and all other payment as per the statutory requirements. The Contractor shall produce proof of compliance of such requirement to Authority. In the event that the Contractor failed to produce such proof / paying such payment, Authority shall pay such payment direct (but is not obliged) to the Relevant Authorities and recovered the same from whatsoever monies due or to become due to the Contractor.

5.19 Alterations, Additions and Omissions

5.19.1 Variations: The Engineer in Charge shall have power:

- (A) to make alteration in, omissions from, additions to, or substitutions for the original specifications, Drawings/data, designs and instructions and SOQs that may appear to him to be necessary or advisable during the progress of the work, provided that such variations along with relevant reasons are recorded in writing by the Engineer in Charge.
- (B) The time for completion of Works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Contractor, in the proportion, which the additional cost of the altered, additional or substituted work, bears to the original tendered value.

5.20 Valuation of Variations

- (A) If the rate for any altered, additional, or substituted item of work is not specified in the Schedules of Quantities, the rate for that item shall be derived from the Schedule of Rates (SOR) of State PWD, GoWB or CPWD whichever is lower.
- (B) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub paras (A) above, the Contractor shall within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer in Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer in Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). Rates of these items shall be decided by the Engineer in Charge before execution on the basis of rate analysis in both cases whether contractor submit the rate analysis or not. The rate analysis shall be derived on the basis of CPWD rate analysis and if the item is not listed in CPWD rate analysis, labor factor will be decided by physical verification. The prevailing market rates for materials and minimum wages as decided by the government for labor rates shall be considered in the rate analysis. Contractor shall be paid 15% over material plus labor cost, towards profit, overhead and taxes etc. However, Engineer in Charge shall take approval from the Authority before finalization of rates and Authority's decision will be final and binding.

5.21 Extent of Variations

5.21.1 Quoted rates for all items shall be firm, fixed and binding on the Contractor irrespective of any variations of quantities of individual items stated therein upto +/- 30% of respective item as per Schedule of Quantity (SOQ)

5.21.2 Notwithstanding anything contained above under 5.21 the increase on account of any variation as specified above shall be admissible only if the contractor remains Lowest bidder among the bids received even with such variations applied uniformly to all bidders. Wherever required the Contractor may be offered the lowest bid rate received in respect of the item in which variation is required so that there shall be no change in the identity of the lowest bidder even with the variations as required therein.

5 E. PAYMENT AND TAXES

5.22 Payment Schedule

5.22.1 The Contractor shall be entitled to the payments which shall be paid by the Authority against the following Milestones for the contract:

S. No.	Payment Schedule	Description
1.	Completion of works for 10% of the total contract value	1 st payment milestone
2.	Completion of every additional 20% of total contract value	Subsequent 4 (four) payment milestones
3.	On issuance of completion certificate by Engineer-in Charge	Balance contract value payable

5.22.2 The payment to the Contractor, in the manner provided for under sub-clause 5.22.1 above, shall be made by the Authority, after the achievement of respective milestone and further subject to verification of the bill as per the actual work completed and submission of the respective invoices by the Contractor, against each of the respective milestone so achieved.

5.22.3 The Contractor shall communicate the Authority within 7 (seven) days of completion of the milestone. Subsequent to that, the verification of the work done and the bill shall be done within 7 (seven) days by the Authority after which the Contractor shall raise the invoice for the payment.

5.22.4 The above specified deliverables shall be completed within a period of 12 (twelve) weeks from issuance of work order unless an extension is granted by Authority in writing.

5.23 Tax

5.23.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes that the Contractor will have to pay for the performance of this Contract. The Authority will perform such duties in regard to the deduction of such taxes at source as per applicable law.

5.24 Currencies

5.24.1 All payments shall be made in Indian Rupees.

5.25 Liquidated Damages

5.25.1 If the contractor fails to complete the works by the date of completion as stated in the Tender or within extended time as per agreed project baseline schedule, the Authority shall deduct and forfeit a sum calculated at the rate of 0.5 % (zero point five percent) of the total

contract value per week (or part thereof) of delay as liquidated damages for the period during which the said work shall so remain or have remained in-complete. The Authority may deduct such damages from any money's otherwise payable to the contractor under this contract, up to a maximum of 10% (ten percent) of the total contract value after which Authority will have right to terminate the contract and claim for compensation from contractor for the financial losses on account of delay of project. The contractor admits that the loss shall always be caused if there is failure on its part.

5.25.2 Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates for the execution and completion of the Contract Works as stated in Contract Data, and payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the Contractor's obligations and liabilities under the Contract.

5.26 Performance Security

5.26.1 The Performance Security in the form of unconditional Bank Guarantee shall be provided to the Authority no later than the date specified in the Work Order and shall be issued in an amount equal to 10%(ten percent) of Contract Price from a Nationalized or Scheduled bank in the prescribed format enclosed as form -8, Appendix -I. The Performance Security shall be valid upto a date 30 (thirty) days from the date of expiry of Defects Liability Period.

5.27 Defect Liability and Cost of Repairs

5.27.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Actual Date of Completion and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. The Contractor shall be responsible to make good at his own expense any defect which may develop within the period mentioned as Defect Liability Period in the Contract Data. The Authority shall give the Contractor a notice in writing about the defects and the Contractor shall repair the defect in maximum of 7 (seven) days. If the Contractor fails to repair/remove the defect, the Authority may execute the work by himself and deduct the expense towards the work from any monies due to the Contractor. The Authority shall have the right to recover the cost incurred in respect thereof from the Performance Bank Guarantee provided by the Contractor.

5 F. FINISHING THE CONTRACT

5.28 Completion

5.28.1 After completion of the work, the Contractor will serve a written notice to the Engineer in Charge to this effect. The Engineer in Charge upon receipt of this notice shall conduct a complete joint survey of the work within 7 (seven) days and prepare a defects list jointly. The defects pointed out by the Engineer in Charge or his nominee would be rectified by the Contractor within 14 (fourteen) days and thereafter acceptance report be signed jointly by the Contractor, Engineer in Charge and the Authority and a '**Completion Certificate**' shall be issued to Contractor by Authority.

5.29 Taking Over

5.29.1 The Authority shall take over the Site and the Works within 7(seven) days of the Engineer in Charge issuing a certificate of Completion.

5.30 As Built Drawings/data

5.30.1 The Contractor shall supply “As Built” Drawings/data by the dates stated in the Contract Data.

5.30.2 If the Contractor does not supply the As Built Drawings/data by the dates stated in the Contract Data, or they do not receive the Engineer in Charge’s approval, the Engineer in Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.

5.31 Termination of Contract

5.31.1 Due to any default by the Contractor, the Authority shall be entitled to terminate the Contractor’s employment under the Contract by giving 1(one) week advanced notice in writing by stating the reason. The date after 07 (seven) days from the date of issuance of the Termination Notice shall hence be defined as "Date of Termination". The Contractor will be paid for all works duly and properly completed up to the Date of Termination but shall not be entitled to anticipated profit or any consequential or indirect loss or damage and shall hold harmless and indemnify the Authority against Contractor's Contractors/suppliers or third parties arising from termination under this Clause.

5.31.2 The Contractor had agreed in the event of delay in progress or non-achievement of the Milestone Dates, the Authority shall reserve the sole discretion right in deploying its own plant and machinery or engaging third Party to speed up the Contractor’s works and the Contractor’s Contract shall be terminated with written notice at any point of time without any compensation or claims to be paid to the Contractor. All additional / extra cost incurred by the Authority shall be charged to the Contractor due to such event.

5.32 Payment upon Termination

5.32.1 Full payment to Contractor’s workers, Contractors, suppliers and third parties engaged by the Contractor for any portion of the Contract works shall be paid in full by the Contractor and thereafter must be removed from site on or before the Date of Termination. If the Contractor failed to make full payment to these workers, Contractors, suppliers and third parties and/or remove them from site on the Date of Termination, then the Authority will carry out such duties on behalf of the Contractor. The Authority will recover all cost incurred due to the performing of such duties on behalf of the Contractor by making deduction from amount/s due to the Contractor or by any other process.

6. SPECIAL CONDITION OF CONTRACT

6.1 General

6.1.1 The Contractor is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

6.2 Scope of Works

6.2.1 The Contract Works shall comprise of but not be limited to:

(A) Contract for the CONSTRUCTION OF BOUNDARY WALL AROUND the project site boundaries of the site allotted to HFTWPL for establishment of International Cargo Hub at Haldia. All the above shall be as per issued relevant Drawings/data, Specifications, terms & conditions and other relevant National and International Standard Specifications and good engineering practices, safety measures as required all as per agreed construction methodology in consultation and coordination with and under the inspection of the Authority's personnel / design consultants.

(B) Work Content

- (i) Civil works to be undertaken in this contract consist of construction of Brick Masonary boundary wall including RCC Columns and footing, barbed fencing along the boundary wall as per specifications and drawings.
- (ii) Scope of work includes supply of all machineries, manpower, equipment and other necessities required for construction of all permanent and temporary works as per Technical / Special Specifications, drawings and or as directed by the site Engineer. The scope of work **shall inter – alia** include the following:
 - (a) Site Clearance, dismantling of obstructions etc., before commencement of works, all as specified or as directed.
 - (b) True and proper demarcation, layout of work, provision of all necessary labour, instruments and appliances in connection with all above mentioned work as specified or as directed by Engineer-in-Charge or the representative of HFTWPL.
 - (c) All aspects of quality assurance, including testing of various components of the work, as specified or as directed.
 - (d) Clearing site after construction and handing over of all the works, as specified and directed.
 - (e) Any other item of work as may be required to be carried out for completing the job in all respects in accordance with the provision of the contract and /or to ensure the structural stability and safety of the work during and after construction.

(C) Components of work: The work content in the said contract consists of the following components.

(i) **Preliminary Works:** This includes the following –

- (a) Uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.
- (b) Clearing grass and removal of the rubbish upto a distance of 50 m outside the periphery of the area cleared.
- (c) Setting out of alignment by establishing masonry pillars, reference points etc. as per drawings and/or as directed by Engineer.

(ii) **Earth Work**

- (a) Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.

(iii) **PCC**

- (a) Providing and laying in position cement concrete of specified grade including the cost of centering and shuttering up to plinth level

(iv) **RCC**

- (a) Providing and laying in position specified grade of reinforced cement concrete, including the cost of centering, shuttering, finishing and reinforcement complete.

(v) **Brick Work**

- (a) Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in substructure, superstructure above plinth level in all shapes and sizes in cement mortar 1:4 (1 cement : 4 coarse sand)
- (b) Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in cement mortar 1:4 (1 cement : 4 coarse sand)
- (c) Providing holes in the wall, fitted with PVC pipe for Weep Holes and Vent Holes, as detailed in the drawing

(vi) **Reinforcement Steel**

- (a) Steel reinforcement with Thermo-Mechanically Treated bars for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto required level.

(vii) Plaster

- (a) Providing and laying 12 mm thick cement plaster on walls, RCC beams, columns etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC beams and columns surfaces and curing etc complete in all respect as detailed construction drawings , technical specifications and directions of the Engineer-in-charge.

(viii) External Painting

- (a) Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface
- (b) Supplying and applying two or more coats of Apex paint of Asian paints / Weathercoat of Berger paints / Weathershield of ICI paints on external walls surfaces in approved colour at all heights as per scope of work and recommendations of manufacturer including surface preparation, primer etc. as per detailed construction drawings, technical specifications and directions of the Engineer-In-Charge.

(ix) Structural Steel

- (a) Supplying at site Angle Iron post & strut of required size including application of one coat of primer before erection.

(x) Barbed Fencing

- (a) Supplying, fitting galvanised 3 ply 12 gauge / 4 points line of barbed wire in fencing (holes already made in the body of the post) or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the cost of cutting and of lapping joints in the wire as necessary but excluding the cost of galvanised staples, straining bolt and binding wire where necessary

6.2.2 All the Contract Works shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Authority.

6.2.3 The Contractor shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, tests and examinations that may influence or affect the progress and cost of Contract Works.

6.2.4 The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.

6.2.5 Clearing all debris and disposing to location approved by Municipal authorities during progress of Contract works and before and after the dates of Completion.

6.2.6 All temporary works, haul/access roads that are necessary for the proper and due completion of the Contract Works

6.3 Measurements

6.3.1 The payable quantity (ies) against the executed work shall be determined on the basis, quantity certified wherein certification conducted jointly by the Contractor and the Authority. Work accepted and certified by the Owner will only be paid for as specified and payments shall be at the same rates.

6.4 Subcontract or Subletting of Works

6.4.1 Sub-Letting:

6.4.1.1 No part of the Contract shall be sublet without the written permission of the Authority nor shall transfers be made by the 'Power of Attorney' authorizing others to carry out the work or receive payment on behalf of the Contractor.

6.4.2 Sub-Contract:

6.4.2.1 The Contractor is not permitted to subcontract any part of his works in this Contract without prior approval in writing from the Authority.

6.4.2.2 In any case, whether any part of the works is subcontracted or not, the liabilities of the works shall continue to be vested with the Contractor.

6.5 Tender Drawings/data

6.5.1 The Drawings/data issued with the RFP are Tender Drawings/data at Appendix-III. Tender Drawings/data are prepared in such detail as are necessary to give a comprehensive idea of the works.

6.6 Contract Drawings/data

6.6.1 The Engineer in Charge shall issue free of charge three sets of Contract Drawings/data, approved for construction, to the Contractor. Additional copies as and when required shall be supplied by the Engineer in Charge and costs shall be reimbursed by the Contractor.

6.6.2 The Engineer in Charge may from time to time during the course of the Contract issue the Contractor with revised Contract Drawings/data and the Contractor shall ensure that all superseded Drawings/data are removed from site and replaced by revised Contract Drawings/data.

6.6.3 The Contractor shall ensure that a complete up to-date list of drawing/data is maintained at site. All Contract Drawings/data shall be properly filed and indexed for ready reference.

6.6.4 The Contractor shall ensure that only the valid up to-date Contract Drawings/data are used for preparation of Working Drawings/data, setting out, construction, etc. shall be carried out as per valid Contract Drawings/data.

6.6.5 Working Drawings/data shall include shop and fabrication Drawings/data for cross sections, bar bending schedules etc. as required by the Engineer in Charge.

6.6.6 The privilege of the authorship and ownership of drawing and designs of the building remains with Engineer in Charge. Drawings/data and design prepared by their Consultants

shall be used only for the purpose specified in the Contract and all Drawings/data issued shall be returned To Engineer in Charge after completion of works.

6.7 Protection of the Works during Contract Period

6.7.1 It is clearly understood that any damage occurring to the Works (completed or under execution) is the Contractors responsibility and no claims will be entertained by the Authority since the matter shall be covered by the relevant Insurances.

6.8 Discrepancies in alignment

6.8.1 Discrepancies in alignment and levels etc. noticed during construction and/or on completion shall be rectified (including affected works executed by other Contractors) by the Contractor at his own cost and risk, Engineer in Charge's approval does not relieve the Contractor of his responsibilities.

6.9 Temporary Power and Water Supply

6.9.1 All costs, both for power supply and temporary installations and Power and Water required for construction and labour shall be borne by the Contractor.

6.10 Contractor's Facilities

6.10.1 Site Offices of the Contractor

6.10.1.1 The Contractor is to provide and maintain a site office at a location approved by the Engineer in Charge, within 15 (fifteen) days from the date of signing of Agreement or upon issuance of Notice to Proceed.

6.10.2 Safety on Site

6.10.2.1 Measures to ensure safety of workers and plant at site shall be taken by the Contractor. Excavations shall be protected by barriers and lighting shall be provided at night. Motorable access to the site and within the site shall be maintained during the construction period. The Contractor shall designate a Safety Officer who will be in charge of all Safety Measures. The cost of all safety equipments and the cost of providing a safety officer at site would be deemed to be included in various Items of the SCHEDULE OF QUANTITIES and Rates. The Contractor will prepare a safety manual and submit for Engineer in Charge's approval before the commencement of work. Entire safety arrangement shall comply relevant safety norms and applicable IS codes in entire execution process.

6.10.3 As Built Drawings/data

6.10.3.1 The Contractor shall prepare As Built Drawings/data both in hard copy and in digital format.

6.10.3.2 The Drawings/data shall be prepared for any given section of the work as soon as the work for that particular section is completed. Preparation of As Built Drawings/data shall keep pace with the work and shall not be left over towards the end of the project. Three (03) hard copies and one soft copy of all Drawings/data shall be submitted.

6.10.3.3 No separate payment will be made for the preparation of As-Built Drawings/data; Cost of preparation of As Built Drawing is deemed to be included in all other priced bill items.

6.10.4 Labour

6.10.4.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

6.10.4.2 The contractor shall ensure compliance of all statutory laws and bye laws of the Central Govt./State Govt./Municipal Authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, ESI Act, Provident Fund and Miscellaneous Provision Act and Contract Labour Act etc. IGIB will not be responsible for such purposes in any way.

6.10.4.3 The Contractor shall, if required by the Engineer in Charge, deliver to the Engineer in Charge a return in detail, in such form and at such intervals as the Engineer in Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer in Charge may require. The Contractor shall ensure that there will not be any child labour.

6.10.4.4 Engagement of Staff and Labour

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the State and all the staff of the contractor shall be deemed to be the employees of the Contractor and shall not have any right for claiming employment or compensation from the Authority.

6.10.4.5 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

6.10.4.6 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.10.4.7 Facilities for Staff and Labour

The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.10.4.8 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Authority's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.11 Contractor's Other Obligations

6.11.1 All safety training and skill development of Contractor's workers and operators shall be carried out either by the Contractor or the Authority and all costs related to such training shall be borne by the Contractor.

6.11.2 The Contractor shall obtain all necessary approvals/ permission from the Relevant Authorities including where necessary securing the presence of the Relevant Authorities or their representative to inspect and supervise the operations in connection with the Contract Works. The Contractor shall bear all costs, fees, charges etc so imposed for the attendance of the Relevant Authorities or their representatives.

6.11.3 The Contractor shall be responsible for any damage caused by any work carried out by Contractor to the existing services and utilities whether shown or not shown in the Drawings/data from whatsoever cause arising thereof and shall make good to its original condition at his own costs and expense to the satisfaction of the Authority.

6.11.4 Upon completion of the Contract Works the Contractor shall remove and clear all debris, waste and/or any excess materials, construction plant, and temporary works from the site and shall do all things to clear up the site which shall include any cleaning where instructed by the Authority to other areas affected by the Contract Works. During the Contract period the Contractor shall ensure that the site is kept clean and in proper order and free from rubbish, waste or debris and Contractor shall do all things necessary to prevent any damage to or pollution or the creation of any health or environmental hazard at or around or adjacent to the Site.

6.11.5 The Contractor shall defend, save harmless and indemnify the Authority against all claims, demands, interest, penalties, proceedings, damages, loss, costs, charges and expenses arising out of or in connection with any failure, neglect or omission, by the Contractor to perform his obligations under the Contract or any damage to property (including the Contract Works) or injury to person (whether resulting in death or not) caused or contributed by the Contractor and/or his servants or agents or independent Contractors appointed by the Authority to carry out works on behalf of Contractor (whether or not such claims, losses and/or damages have been insured by the Authority). In addition, this indemnity shall include all legal costs incurred by the Authority as a consequence of such claim, demand or proceeding being made.

- 6.11.6** The Contractor shall, subject to this Contract and other obligations imposed by law, execute the Contract Works and provide all labour, materials, construction equipment and all things necessary and incidental for the Contract Works to the satisfaction of the Authority and / or the Relevant Authorities.
- 6.11.7** The Contractor shall bear all payments and other related costs on his own in connection with the execution and completion of additional, rectification, etc, works due to or caused by any act, default, neglect or omission by the Contractor. This shall also include the employment of consulting Engineer in Charges, professional experts and such other personnel as may be necessary for such works.
- 6.11.8** The Contractor acknowledges that he will not have any objection in re-structuring the Contract with respect to material and labour in order to realize the exemptions and benefits granted by the Government whenever required, and he will pass on such benefits to the Authority.
- 6.11.9** The Contractor has to Operate & Maintain all the plants & equipment, for the period of 6 months from the certified date of commissioning. The contractor shall be bound to rectify all the defects or replacement of the equipment (s) within the guarantee period as mentioned in the Guarantee Card. The Contractor will train the Authority's staff to operate & maintain the equipment/ plant and will submit the copy of operation & maintenance manuals of the concerned equipment/plant to the Authority. All the spares & tools for the defect liability period shall be arranged by the contractor at his own cost.
- 6.11.10** The contractor shall keep necessary books of accounts, measurements, QA and other documents as may be necessary and shall allow inspection of the same by a duly authorized representative of the Authority and further shall furnish such other information and documents as the Authority may require.
- 6.11.11** The contractor has to submit the project quality plan for the work.
- 6.11.12** The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:
- (A) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
 - (B) 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, and the Contractor shall keep the Authority indemnified against all penalties and liability of every kind for breach of any such provisions.

6.12 Structures

6.12.1 The construction of structures will have to be planned in such a manner that they do not obstruct or interfere with the existing roads/railways and other utilities. Where work is required to be carried out at locations adjacent to such roads/railways, utilities, structures, monuments etc. suitable safety and protection arrangements will have to be ensured for which nothing extra will be payable. It should be ensured that no damage is caused to any such element and Engineer/ Authority shall be indemnified against such damage at no extra cost.

6.13 Material

6.13.1 Quality

6.13.1.1 All materials used in the works shall be of the best quality of their respective kinds as specified herein, obtained from sources and suppliers approved by the Engineer in Charge and shall comply strictly with the tests prescribed in the Technical Specifications/Codes of Practice.

6.13.2 Sampling and Testing

6.13.2.1 In addition to test certificates, samples of all materials proposed to be employed in permanent works shall be submitted to the Engineer in Charge when called for. In such cases, materials will not be brought to the site without prior approval of the Engineer. Samples provided to the Engineer in Charge are to be labeled in boxes suitable for storage. Materials or workmanship, not corresponding in character and quality with approved samples, will be rejected by the Engineer in Charge. Samples required for approval and testing must be supplied at least 45 (forty five) days in advance to allow for testing & approval. Delay to the works arising from the late submission of samples will not be acceptable as a reason for delay in completion of the works. The contractor will bear all expenses for sampling and testing, whether at the manufacturer's premises at source, at site or at any testing laboratory or institution as directed by the Engineer in Charge. No payment shall be paid on this account.

6.13.3 Rejection

6.13.3.1 Any materials that have been found not to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost.

6.13.4 Workmanship

6.13.4.1 All works shall be true to level, plumb and square and the corner, edges and arises in all cases shall be unbroken and neat and shall be as per provisions in the relevant Technical Specifications / Standard Codes of Practices. Contractor shall also submit Quality Assurance Programme and Methods Statements within 30 days of acceptance of tender for approval of the Engineer. This will form the basis for process control and checklist for strict adherence during the work. Any work to the satisfaction of the Engineer or his representative will be rejected and the same shall be rectified, or removed and replaced with work of required standard of workmanship at no extra cost.

7. TECHNICAL SPECIFICATION

- 7.1 The general and technical specification to be referred herein shall be CPWD Specifications and forms a part of document and work shall be executed accordingly. In the absence of any definite provision in the CPWD specifications, reference may be made to the latest MOST, IRC, Specifications and IS codes, in that order. Wherever these are silent, the construction and completion of the works shall conform to sound engineering practice and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.
- 7.2 These technical specifications shall be read in conjunction with the various other documents forming the contract, namely RFP, Instructions to Applicant(s), Conditions of Contract, Special Conditions of Contract, Schedule of Quantities and other related documents, together with any addenda thereto issued.

8. CONTRACT DATA

8.1 The following documents are also part of the Contract:

- (A) The Schedule of Other Contractors working simultaneously in the area if any
- (B) The Schedule of Key Personnel Organogram to be submitted along with Bio data of Key Personnel for approval of Engineer in Charge
- (C) The Methodology and Program of Construction
- (D) The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction

8.2 The Authority is:

HFTWPL

Address: 10 Community Centre,
East of Kailash,
New Delhi - 110065

Authorized Representative: **Dileep Kumar C**

8.3 The Name of the Contract is: **Construction of Compound wall at HFTWPL, HALDIA** described in detail under the caption "Scope of Work".

8.4 Date of Commencement shall be the date specified in the Letter of Intent of the work.

8.5 Submit a work schedule including the commencement date, to reflect the ground realities and adhering to the schedule of milestone indicated above. This revised work schedule shall be submitted within 10 (ten) days of delivery of the Letter of Intent.

8.6 The Site Possession Date shall be the date within 7(seven) days from the date of issue of Work Order.

8.7 The Site is located at Mouza Chakdwipa, NH41 near Brajalalchak, Haldia, Dist East Medinipur, West Bengal.

8.8 The Defects Liability Period is 6 (Six) Months from the certified date of completion of works. (Where sectional completion certificate is issued this will apply from those dates for those sections).

8.9 The law which applies to the Contract is the laws of Republic of India

8.10 The currency of the Contract is Indian Rupees.

8.11 The liquidated damages for the whole of the works are 0.5% (zero point five percent) of the Contract value per week or part or part thereof and the maximum amount of liquidated damages for the whole of the works is ten percent (10%) of final Contract price.

8.12 Performance Security shall be for 10% (Ten per cent) of Contract price to be submitted prior to signing the Contract. The standard form of Performance Security acceptable to the Authority shall be an unconditional and irrevocable Bank Guarantee and valid for 30 days after the expiry of the defect liability period.

8.13 The following events shall also be fundamental breach of Contract:

- (A) The Contractor has contravened any Clause / sub-Clause of the General Condition of Contract.
- (B) The Contractor does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.
- (C) The Contractor fails to carry out the instructions of Engineer in Charge within a reasonable time determined by the Engineer in Charge in accordance with General Condition of Contract Clause 5.

9. APPENDICES

9.1 APPENDIX-I: TECHNICAL PROPOSAL

- Form 1: Technical Proposal submission form
- Form 2: Applicant's Organization and Experience
- Form 3: Power of Attorney
- Form 4: Financial Capacity of Applicant
- Form 5: Technical Capacity
- Form 6: Comments and suggestions on the Terms of Reference
- Form 7: Description of Approach, Methodology and Concept Plan
- Form 8 : Bank Guarantee for Performance Security

APPENDIX-I
TECHNICAL PROPOSAL Form-1
Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Sub: Request for Proposal (RFP) for Selection of Agency for Construction Compound wall at International Cargo Hub located, Haldia, Dist East Medinipur, West Bengal"

Dear Sir;

We, the undersigned, offer to provide the contract services for [*Insert title of Contract*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate as required. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX-I
Form-2
Technical Eligibility of the Applicant

- 1. State the following:**
- (a) Name of Company or Firm:
 - (b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
 - (c) Country of incorporation:
 - (d) Registered address:
 - (e) Year of Incorporation:
 - (f) Year of commencement of business:
 - (g) Principal place of business:
 - (h) Brief description of the Company including details of its main lines of business:
 - (i) Name, designation, address and phone numbers of authorised signatory of the Applicant:
 - (j) Name:
 - (k) Designation:
Company:
Address:
Phone No.:
Fax No. :
 - (l) E-mail address:
 - (J) Name Government Agency(ies) with Valid Registration/Empanelment:
 - (K) Year of Registration/ Empanelment :
 - (L) Date of Expiry of validity Registration/Empanelment:
 - (M) No. of employees for which labour licence is issued to the bidder :
 - (N) EPF Registration no. of Bidder :
 - (O) ESIC Registration no. of bidder :

2. For the Applicant, state the following information:

(a)	Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
(b)	Has the Applicant ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes/No
(c)	Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes/No
(d)	Has the Applicant suffered bankruptcy/insolvency in the last five years?	Yes/No

Note: If answer to any of the questions at (b) to (e) is yes, the Applicant is not eligible for this contract.

(Signature, name and designation of the authorised signatory)

APPENDIX-I
Form-3
(To be executed on Stamp paper of appropriate value)
Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection of **Agency for Construction of Compound wall at International Cargo Hub located at Haldia, Dist East Medinipur, West Bengal**) proposed to be developed by the **HFTWPL** (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2013

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I
Form-4
Financial Capacity of the Applicant
(Refer Clause 2.2)

S. No.	Financial Year	Annual Turnover (Rs.)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account from contractual services over the past 3 (three) years preceding the Proposal Due Date.

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-5

Technical Capability (Additional Information)

Using the format below, provide information on each eligible project

- **PROVIDE PROJECTS DETAILS WITH A COPY OF PROOF OF EXPERIENCE (COMPLETION CERTIFICATE/ANY OTHER SUPPORTING DOCUMENT)**
- **COMPLETED PROJECTS IN LAST THREE YEARS WILL ONLY BE CONSIDERED.**

Contract name:	Approx. value of the contract (in million):
Country: Location within country: Total area of Project:	Duration of Contract (months):
Name of Client:	Total No. of staff-months of the Contract:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ in million):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated contractors:
Name of lead partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of associated contractors:, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the Contract:	

Firm's Name:

Authorized Signature:

APPENDIX-I

Form-6

Comments and Suggestions on the Special Condition of Contract, if any

APPENDIX-I
Form-7
Description of Approach, Methodology and Concept Plan

Technical approach, methodology and concept plan are key components of the Technical Proposal. The Applicant is suggested to present the same in its Technical Proposal (max 10 pages, inclusive of charts and diagrams)

APPENDIX-I
Form-8
Bank Guarantee for Performance Security

PERFORMANCE SECURITY FORMAT

M/s HFTWPL
10 Community Centre,
East of Kailash,
New Delhi - 110065

WHEREAS:

- (A) In terms of the Request for Proposal (“RFP”) dated and the Work Order bearing no..... dated....., the **Contractor** and HFTWPL, (**the “Authority”**) are required to enter into an Agreement (the **“Agreement”**), whereby the Authority shall grant the Contractor rights for **Construction of Compound wall at International Cargo Hub located at Haldia, Dist East Medinipur, West Bengal** (the **“Project”**), subject to and in accordance with the provisions of the said Agreement.
- (B) The RFP, the WO and the Agreement require the Successful Bidder (insert the name of the bidder/consortium and its lead member) on behalf of the Contractor to furnish a Performance Security to the Authority in a sum of Rs. ***** lacs. (Rupees ***** lacs) (the **“Guarantee Amount”**) as security for due and faithful performance of its obligations by the Contractor, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement).
- (C) We, through our Branch at (the **“Bank”**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the Contract Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Agreement and its

- decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force and effect until the expiry of 12 (Twelve) months period from the date hereof and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
 9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 12 (Twelve) months from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

9.2 APPENDIX-II: FINANCIAL PROPOSAL

**SCHEDULE OF QUANTITIES
FOR CONSTRUCTION OF BOUNDARY WALL FOR INTERNATIONAL CARGO HUB
Form-1**

SL No.	Description of Works	Quantity	Unit	Rate (Rs.)	Amount (Rs.)				
1	Earthwork in excavation in foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing spreading or stacking the spoils within a lead of 75 m as directed including trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water etc. as required complete. a) Depth of excavation not exceeding 1500 mm .	1661	%cum						
2	Earth work in filling in foundation trenches or plinth with good earth in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work) a) With earth obtained from excavation of foundation.	332	%cum						
3	Single brick flat soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with powdered earth or local sand	2732	sqm						
4	Cement concrete with 30mm downgraded Jhama Khoa excluding shuttering. In ground floor. 6:3:1 proportion.	273	cum						
5	Providing PVC Pipe for Weep Hole & Vent Hole								
	50 Dia. Weep Hole	10	2	0.25	5.00	683	sqm		
	80 Dia. Vent Hole	10	5	0.125	6.25	854	sqm		
6	125mm thick brick work with 1st. class bricks in cement mortar (4:1). a) In ground floor	6610	sqm						
7	Controlled cement Concrete with well graded stone chips (20mm down excluding shuttering and reinforcement if any in ground floor as per IS 456 -2000. with Pakur/Chandil Variety. (Cement will not be less than 300 kg with super plasticiser per cubic meter of controlled concrete) M20	1213	cum						

8	Reinforcements for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. including supply of rods, initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16G black annealed wire at every inter-section, complete as per drawing and direction.	95	MT		
	a) For works in foundation, basement and upto roof of ground floor.				
9	Hire & labour charge for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams, columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) 25 mm to 30 mm wooden shuttering as per decision and direction of Engineer - in - Charge with staging	13043	sqm		
10	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface, including throating, nosing and drip course where necessary . In ground floor. a) With 6:1 cement mortar. i) 20 mm thick plaster	30550	sqm		
11	Applying Decorative Cement Based Paint Two Coats	30550	sqm		
12	MS Angle Post - 50 mm X 50 mm, weighing less than 22.5 kg/m	9	MT		
13	Supplying, Fitting, Galvanised 3 ply 12 gauge / 4 points line of Barbed Wire..... Complete	20500	%M		
14	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound in conformity with the Municipal /Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer - in -Charge.	1328	cum		
TOTAL AMOUNT					

