

Sl. No. . . . .

This tender ( to be submitted in duplicate ) will be opened by the concerned Executive Engineer,  
KMC

**THE KOLKATA MUNICIPAL CORPORATION**

**Department : Executive Engineer.....**

*Brief description of works :*

.....  
.....  
.....

The provisions in the clauses of four volumes I to IV of Standard Specification of the Corporation of 1990-91 subject to the general conditions of contract laid down below, will apply to these works so far as the nature of the works mentioned therein will admit thereof. Where they do not, the direction of the Chief Municipal Engineer/D.G. should be obtained and the same will be binding on the parties. A copy of the said standard specification can be seen at the above Executive Engineer's office during business hours.

**GENERAL CONDITIONS OF CONTRACT**

1. *Executive of an Agreement:* The successful tenders shall have to execute an agreement in the prescribed form within a fortnight from the date of intimation of the acceptance of tender, falling which the tenders will be cancelled immediately and the defaulting tenders shall be liable for all damages due to his default and the earnest or security deposit may be at the discretion of the Municipal Commissioner, be forfeited. A standard copy of the agreement form can be seen at the Municipal Secretary's Office during business hours.

2. *Earnest or Security Deposit :* Either Bank Draft or crossed Pay Order of an nationalized schedule bank only will be accepted as earnest money or security deposit for the performance of the contracts.

**The 2% earnest money amounting to Rs. ....** must be deposited along with the tender and bank draft or pay order to be purchased at least one working day before the date of opening of tenders.

The 2% earnest money will be kept on the total value of works which will be awarded as security deposit in the case of successful tenderer.

3. *Execution of works:* The whole of the work shall be carried on any completed in a substantial and workmanlike manner in accordance with the specification and the terms of the agreement or the direction of the Executive Engineer referred to above, to the satisfaction of the CME / Director General or any other officer representing him within .....**days/month** from the date of work order from the Engineer and the work must be commenced from the receipt of the same or as mentioned in the W.O. whichever is earlier.

4. *Materials:* All materials required for the works, if supplied by the contractor should be of the best quality and be approved by the Chief Municipal Engineer/D.G or his representative and those rejected by the officer aforesaid shall be removed at once by the contractor free of charges. Should the contractor fail to supply materials of an approved description or to remove such rejected materials the Chief Municipal Engineer / D.G. shall have the power to procure supply of the required materials and to sell rejected materials at the contractor's risk and cost on 48 hours' notice in writing. The value of any materials issued to contractor which cannot be satisfactorily accounted for shall be recovered from the contractor's bill against respective work or from other dues of the

said contractor at the double the issue rate (where issue rate is not specified) or of the then market rate whichever is higher.

5. *Suspension of work* : The K.M.C. shall not be liable for any loss or damage to the contractor in case of any delay on the part of the K.M.C. to supply the materials of any portion thereof or in case of any suspension of work by the K.M.C. due to any cause whatsoever.

6. *Labour, tools, plants etc.*: The contractor shall supply all tools, plants and labour required for carrying out the work .

7. *Commencement of daily work*: Each day the work must be commenced on the hour to be fixed or approved by the Engineer-in-Charge.

8. *Supervision of work*: The contractor shall keep on the works a competent agent or manager fully authorized to represent the contract and qualified to superintend the different descriptions of work with whom the Chief Mpl. Engineer / D.G. or his representatives may at all times communicate and all instructions or notice given or sent to such agent or manager shall be deemed to have been given to the contractor.

9. *Inspection Book*: The contractor shall maintain at work site, an Inspection Book of approved size and quality which should always be available to the supervising staff for noting remarks therein. This book is to be handed over to the Head of the Department as soon as the work is completed or whenever required.

10. *Fencing*: The contractor must take all proper and reasonable arrangements for fencing and protecting the work and all injury or damages to any person and property arising out of or due to neglect, or default on the part of the contractor in this behalf must be made good by the contractor. The contractor must at all times keep the Corporation, its officers and servants indemnified against all claims, actions and demands thereof and also against all actions, claims and demands arising in respect of any work executed by him.

11. *Lighting*: If necessary adequate and proper lighting of all works must be provided by the contractor as per requisition of the Engineer-in-Charge. Suitable four-sided lanterns with oil burners, provided with not less than half in, properly trimmed wicks and chimneys, must be supplied by the contractor. The glasses on the four sides of each lamp must be not less than 8 in. by 6 in., the two sides facing the direction of the moving traffic must be colored red and the other two sides white. Such a number of lamps shall be fixed as shall, in the opinion of the K.M.C. Officer-in-Charge, adequately light and protect each work. Lanterns which do not comply with the foregoing conditions shall not be considered to be lanterns. No separate charges for proper lighting of all works in this connection will be paid for.

All lamps must be placed in suitable position, maintained and kept properly lighted from dusk till dawn. The contractor must also arrange to have all lamps watched and regularly attended to throughout the night and re-light or cleanse the same if they are extinguished or become dim.

For all unlit lamps, or shortage in the requisite number of lamps, a fine of Rs. 50/- per lamp per night will be imposed and for each defective light or one obscured by spot or smoke, or without half in properly trimmed wick or suitable chimney, a fine of Rs. 25/- per lamp per night will be imposed.

All such fines will be deducted from the contractor's account provided that no imposition and realization of fines as aforesaid shall absolve the contractor from his liability to indemnify the Corporation, its officers and servants for any damage to person or property due to or arising out of his default as hereinbefore provided

12. *Delay in execution of work*: If due to any default on the part of the contractor the work be not taken up or completed to the satisfaction of the Chief Municipal Engineer/D.G. within the time specified for the purpose, contractors shall pay as liquidated or agreed damage any sum not exceeding **Rs 100.00 per day** as may be decided upon by the Municipal Commissioner for each and every day of such delay beyond the specified time limit. This is without prejudice to the right of the Chief Municipal Engineer / D.G. to take possession of the work after 7 days' previous notice

in writing (and in most urgent cases demanding immediate action, after 24 hours' notice) and have it carried on and completed by any other agency at the risk and cost of the defaulting contractor.

13. *Extension of time:* In cases where the delay is not due to any default on the part of the contractor such extension of time will be allowed to the contractor as the Chief Municipal Engineer/D.G. or his representative may think fit.

14. *Debarring the contractor from work:* In the event of any serious or repeated misconduct, delay or default in the execution of a work or works on the part of the contractor notwithstanding any action that may have been taken against him the contractor shall be liable to be debarred from allotment of further contract or work for such period in the future as may be determined by the authority imposing the bar.

15. *Realisation of damage :* All damages and all expenditure incurred owing to the contractor's default may be deducted from the security or any other deposits made by the contractor or from any other moneys due to him from the Corporation or may be realized in any other legal manner.

16. *Extra work:* No extra work will be taken in hand without the written permission or approval of the Chief Municipal Engineer. In all cases of substantial modifications in the estimate previous sanction of the Municipal Commissioner should be obtained.

All extra works not specified in the annexed Schedule of works shall be paid for at the same percentage below (or above) the Corporation Schedule rates, (in force at the time of tender) as will be quoted by the tenderer for the original works appearing in the annexed schedule of works and where the Corporation schedule does not apply, at the fair rates to be fixed by the Chief Municipal Engineer / D.G on prospective date.

17. *Claims: (a) For Interest* - No claim for interest will be entertained by the Corporation with respect to any moneys or balances which may be due or alleged to be due to the contractors owing to any dispute between the Engineer and the contractors or with respect to any delay on the part of the Corporation in making monthly or final payments or otherwise.

(b) *For partial possession* - Whenever a portion of the work or works is completed or sufficiently completed the Corporation may take possession of the same and put the same into beneficial use, without vitiating the contract in any way. The contractor shall not be entitled to make any claim on that account.

(c) *For extra works* – No extra works will be allowed without the approval of Engineer- in – charge.

18. The contractor will be allowed free use of Corporation land or footpath (as the case may be) to the extent of Executive Engineer will be able to spare for the work without any inconvenience to the public. But the actual extent of space to be allowed to the contractor is left entirely to the discretion of the Executive Engineer or other officers superintending the work.

19. *Payment:* no interim payment will be made to the contractor. The 1st and final bill made at the rate of 92 % upon the value of the works actually executed, as certified by the Chief Municipal Engineer / D.G. the remaining 8 per cent shall be retained by the K.M.C till after the completion of the work when the S. D. money so retained will be paid along with the final bill for the work. A sum equivalent to 8 per cent of the total value of the final bill shall be held by the K.M.C. as retention money which will be payable to the contractor after the expiry of the maintenance period on the certificate of the Chief Municipal Engineer / D.G.

20. *Maintenance :* The period of maintenance will be taken as twelve months from the date of completion of the work and any defects, shrinkage and other faults appearing such period of maintenance and arising out of defective or improper or workmanship shall, upon the direction of the Engineer-in-Charge, be amended and made good by the contractor at his own cost, unless the Engineer-in-Charge shall decide that as ought to be paid for the same, and in case of default the K.M.C. may recover from the contractor the cost of making good the work.

21. (a). No tender shall be accepted from a tenderer, in whose business a Municipal Officer or Servant has any share or interest, directly or indirectly, either by himself or his partner, or employer or employee, and an accepted tender may be cancelled by the Corporation at any time of

such Officer or Servant is found to have such share or interest either before or after the acceptance of the tender.

(b) The tenderer shall make a declaration in this tender as to the above and also as to whether he is related by blood-relationship to or is closely connected by marriage with the Mayor, Deputy Mayor, or any Alderman or Councilor or any officer of the Corporation, and if so, the tenderer shall notify in writing such relationship or connection in the tender.

22. No tender from any person carrying on business in Kolkata who does not hold a trade professional license under Section 199/200 of the Kolkata Municipal Act, 1980, will be considered.

23. No tender from any person who is a minor or a Pardanasin lady, nor any tender from a firm, any of whose partners or share-holders is a minor or a Pardanasin lady, will be considered.

24. The percentage of rates quoted in the tender cannot be modified or withdrawn, but shall remain open for acceptance of the Municipal authorities for a period of at least 4 months from the date of opening of the tender.

In default, the earnest or security deposit may at the discretion of the Municipal Commissioner, be forfeited.

25. The percentage quoted in the tender shall, on acceptance of the tender, hold good and be binding on the contractors during the period of the contract notwithstanding any increase in the prices for the materials and labour or in freights or levy of other charges whatsoever due to any pause and the contractors shall on no event be entitled to claim any increase over the rate quoted by them.

26. The percentage of rates quoted in the tender shall be taken to include any Sales Tax that has been or may be imposed by the Government in respect of any article or articles required in connection with this work.

27. The K.M.C. do not bind themselves to accept the lowest or any tender but the fairness of the quotation and the past conduct of the contractor will be taken into consideration in making the selection.

28. The Chief Municipal Engineer may call for analysis in respect of the principal items of work if the percentage quoted by the tenderer is deemed incompatible with good workmanship and the tenderer will have to submit the required analysis *within three days* failing which the tender will be liable to be treated as informal.

29. The contractors should maintain a uniformity of their names and styles of business appearing on various documents e.g. Treasurer's receipts, tender forms, agreements, licenses etc.

Any deviation from this on the part of the contractor whenever detected will render his tender liable for cancellation.

30. The contractor shall get himself licensed under the Contract labour (Regulation and Abolition) Act, 1970 and the West Bengal Contract labour (Regulation and Abolition) Rules 1972, as and when necessary.

### **SPECIFICATION OF ROAD WORK**

31. *Scrapping, screening, road picking, arresting the exposed road surface and removal of spoils* : After picking up the old surface, the road picking must be collected and screened and the bed must be dressed to the proper camber and gradient before the spreading of the new or recovered metal is commenced. The removal of spoils, surplus metal, rubbish or other materials from the roadside must be done at the direction of the Chief Municipal Engineer or his representative as the work of consolidation progresses and in default the same will be removed departmentally or by other agency after 48 hours' notice at the cost of defaulting road contractor.

32. *Stacking of metal at site* : All metal carted from the Corporation Depot. must be stacked at work site on the finished picked surface of the Road. If the metal be supplied by the contractor- the delivery should be made at the worksite and stacked in convenient size for measurement as ordered by Chief Municipal Engineer / D.G or his representatives. In case of a lane or narrow passage where the lorries have no access- the charge for carrying metals by head load will be given on the certificate of Chief Municipal Engineer or his representatives.

33. *Watering* : U.F. water from ground hydrant, where available will be supplied free of cost for watering roads during construction and repair. The rates or consolidation include the watering charge.

The contractor must at his own expense provide such watering cart or other appliances as may be necessary or watering.

34. *Camber for Bituminous roads* : To be as provided below :

For roads 7.5 metre wide and below --- 1 in 48

For roads 7.5 metre wide and above --- 1 in 60

35. *Materials for Bituminous work* : (a) All materials required Bituminous work if supplied by the contractor should be of the quality specified below and be approved by the Engineer or his representative.

|   |  |
|---|--|
| (b) Asphalt bitumen for carpeting surface dressing or seal coating work | Penetration at 25°C 80/100<br>melting point 88°C to 52°C<br>Ductility at 5 cm per minute at 25°C solubility in Cl4 or CS2 over 99.8 p.c. |
|---|--|

(c) Stone chips Course aggregate shall consist of clean angular fragment of hard stone (Pakur) of uniform high quality and shall be free from this or elongated pieces, disintegrated stone, clay and of standard size.

(d) Sand fine aggregate shall be clean, coarse, sharp, angular and free from clay saline, foreign matter.

36. *Sinkage or shrinkage for different materials* :-

The net quantity will be arrived at after making due allowance for sinkage or shrinkage and deduction as per-table below will be made from the gross measurement of the stacks. The same method will be followed in respect of carriage of such materials. The net quantity arrived at after deduction for sinkage or shrinkage will only be considered for payment.

Standard deduction on account of sinkage or shrinkage of stacks for different materials is given below.

| Materials  | Minimum height stacks (in C.M.) | Allowance to be deducted for sinkage or shrinkage. |
|--|---------------------------------|--|
| St. metals, slag, chips, ballast singles/gravel  | 35                              | 1/13th   |
| Stone boulders 15 cm. and above  | 55                              | 1/7th  |
| Stone boulders below 15 cm   | 45                              | 1/9th  |
| Jhama bats/brick bats  | 55                              | 1/7th  |
| Jhama/brick metal khoba or chip  | 35                              | 1/9th  |
| Sand necessary deduction for bulking may be applied after deduction of Sinkage/Shrinkage | 50                              | 1/8th  |
| Rubbish (building or kiln carried earth)   | 35                              | 1/9th  |
| Stream/stack coal  | 60                              | 1/8th  |
| Cinder (wet)   | 60                              | 1/9th  |
| Moorum   | 35                              | 1/13th   |

37. *Tack Coat* : The binder should be heated to the proper temperature as per direction of the Engineer-in-Charge or as indicated by the manufacturer and applied to the base at the rate given below : (a) On a water bound macadam --- 10.00 kg. per 10m<sup>2</sup> of road surface

(b) On existing black-top surface --- 5.00 kg. per 10m<sup>2</sup> of road surface

The binder should be evenly crushed if need be. It is best to use a sprayer to spread the bitumen. In case if it is not possible, a tack coat should be spread uniformly to the road surface by a can and brushed evenly. The tack coat should be applied just ahead of the on coming bituminous construction.

38. *Seal Coat* :

(1) Requirement of aggregates -

(a) In case of seal coat with stone chippings 6 mm size passing through IS 10 mm square mesh and retained on IS sieve 2.36 mm mesh are to be used @ 0.09 m<sup>3</sup> per 10m.

(b) For seal coat with medium coarse sand (finely modulus of 2.5 or fine stone grit passing IS sieve should be 1.700 mm and fully retained on IS sieve of 180 microns should be used @ 0.06 m per 10m of road surface.

Bitumen to used for - (a) @ 9.8 kg per 10m (b) 6.8 kg per 10m

39. *Premixed Carpet* : The surface on which the carpet is to be laid shall be thoroughly cleansed of all dust and lost materials etc. Immediately after application of tack coat to the clean surface premixed carpet will be aggregates to be used for premixed carpet of 20 mm thickness.

(a) Coarse aggregates - 12 mm size passing IS 20 mm

Square mesh retained on IS 10 mm. - 0.18 m<sup>2</sup> per 10m<sup>2</sup> of road surface

(b) Coarse aggregates - 10 mm size passing IS 12.5 mm

square mesh retained on IS 6.3 square mesh - 0.09 - do -  
- 0.27 m<sup>3</sup>

Binder to be used for premixed carpetting-

(a) For 0.18 m of 12 mm size Stone Chips - 9.50 kg X 9 per 10 m  
or 52 kg per m - 9.50 X 9

(b) For 0.09 m<sup>3</sup> of 10 mm size Stone Chips - 5.1 kg X 9 per  
10 m<sup>2</sup> or @ 56 kg per m - 5.20 X 9

i.e. Total - 14.60 kg X 9 14.60 X 9

Method of Construction :

(1) Preparation of Bed-Before the Carpet is applied to the existing base, the road must be free from dust or caked mud. Where the existing base is potholed or rusted those irregularities must be corrected with premixed chippings or coated macadam or metal grouting depending upon the depth of the pothole, laid after applying tack coat of binder or well rammed thereafter.

The surface should be cleaned by -

(a) Removing caked and other foreign matter with wire brush.

(b) Sweeping with brooms and

(c) Finely dusting with sack

Preparation of Pre-mix-Mechanical Mixer should be preferred. When only improvised hand-mixing drums are available for drum mix presa 0.023m of 12 mm chips and 0.014 m of 10mm chips in the mixing drum and mix dry thoroughly. Where straight run bitumen is used the aggregates should be suitably heated prior to the adding of bitumen. Add 2.24 kg of binder heated at specific temperature suitable to the grade of bitumen used and mix until the chips are thoroughly coated with the binder. Empty the premix on the stretchers or wheel barrows and carry to the road surface.

The quantities of chippings and binder per batch should be properly increased if proper cutting is possible in one operation in bigger drums.

Spreading of Premix-Immediately after the application of the tack coat spread the premixed with raker to the desired thickness and camber or distribute evenly by means of a drag spreader, check camber by means of camber board and even out the inequalities by hand-packing.

Rolling : As soon as sufficient length say 15 metres, of the premix has been laid, rolling should commence with smooth wheeled rollers (6 to 9 tonnes). Rolling should commence at the edges and progress towards the centre longitudinally except in the case of super elevated sections where this should commence at the inner edge and proceed towards the outer edge of the curve.

When the roller has passed once over the whole area, any high spots or depressions which become apparent should be corrected by removing or adding premixed chippings. When this has been done, roll to compaction. Avoid excessive rolling as this serves no useful purpose and may spoil the carpet.

Moisten the roller wheels to prevent the premix from adhering to the wheels and being picked up.

40. *Bituminous work* : All bituminous work must be done in accordance with standard specification of the Corporation and item of work. Contractor should be very particular about

working temperature. He should maintain a thermometer at site for checking to temperature of bitumen and bituminous mixture. During execution of premix carpet if at anytime the mixture is found less than the working temperature specified in the schedule the Engineer-in-Charge or his representative shall have rights to reject the same at the risk and cost of the contractor. He is liable to remove the rejected materials from the site within 24 hours at his own cost, failing which penalty at the discretion of Engineer-in-Charge will be imposed upon the contractor.

41. *Stone metal or chips or jhama metal or bitumen if supplied by the Corporation* : All jhama metal, stone metals and chips are to be supplied by the contractor. If under any special circumstances the materials from the Corporation Stores is supplied to the contractor at the discretion of Chief Municipal Engineer / D.G on an indent made by the Engineer-in-Charge cost of such departmental supply will be deducted on the basis of fair rate to be approved by the Chief Municipal Engineer and the binding on the contractor. In such cases no extra claim for transport loading/unloading etc. by the contractor will be entertained. Bitumens if issued by the Deptt., the recovery rate per-M/T will be fixed up by Chief Municipal Engineer / D.G.

The cost of such materials shall be deducted from the Contractor's bills. The contractor shall not on any pretext what ever, use or allow any of the above materials supplied by the Corporation to be used for any work for the purpose other than that for which they are issued.

As a rule the contractor shall not be allowed to use his own materials in lieu of those undertaken to be supplied by and any such unauthorized supply on his part shall be penalised by for in future from its claim for payment. In case of shortage of stock in Corporation stores or other departmental emergencies the contractor shall have to carry on the work with his own materials when so ordered by the Engineer-in-Charge and this will not vitiate his tender in any way nor entitle him to any extra claim.

The Bitumen if supplied by the K.M.C. in iron container (drums) the empty drums must be returned to K.M.C. stores and in that case the cost of transport for such return will be borne by K.M.C. When any materials required to be returned to the K.M.C. stores, the cost of transport to be borne by the K.M.C. on the basis of fair rate fixed by the Chief Municipal Engineer / D.G.

42. *Road metal* : The contractor will be paid on the basis of measurement taken at the issuing Depot, but the metal as actually brought to the site of work must be measured by the Officer-in-Charge and checked with the quantity as issued from the metal Depot.

Any variation from the original quantity not exceeding 5 p.c. (five per cent) on in case of shortage and ten per cent in case of excess may be ignored, as being due to vagaries of measurements, etc. Any shortage above five per cent must be made good by the contractor or its value, as assessed by the Chief Municipal Engineer / D.G will be recovered from his bill. Should the indented quantities of K.M.C. metals fall short or being excess of the actual requirement, they must be adjusted by further indents or by sending back the surplus to the issuing Store. In the latter case the cost of transport will be borne by the K.M.C. If however the shortage be small and negligible in the opinion of the Engineer-in-Charge, he may in his discretion allow the contractor to supply the deficiency himself.

43. *Spreading* : After measurement of the stacks and not before the metals must be spread to such sections as thickness as may be directed by Engineer-in-Charge or the picked up surface only, care being taken to spread first as much of the selected recovered metal as may be ordered.

44. *Hand packing* : After spreading the metal must be carefully packed by hand. The camber of the surface should be made according to the templates provided by the contractor under the direction of Chief Municipal Engineer or Engineer-in-Charge.

45. *Consolidation* : After the metal has been properly laid and hand packed a 6 to 8 ton roller for brick roads or an 8 to 10 ton roller for stone roads should be employed to roll the surface white dry the metal interlocks properly and ceases to move. While the rolling proceeds care must be taken to fill in any depression with new metal, preferably under gauge. The surface should then be watered accordingly to necessity and rolling condition till the road surface assumes a mosaic appearance. In the case of stone road the surface must then be covered with stone chips obtains from screenings at the road cutting and properly rolled before putting in the rubbish blindage. In case of both the stone and brick roads the surface should be finally covered with good building

rubbish or any other approved materials which is to be watered, brushed and rolled on till the road surface is even and smooth. It is to be clearly noted that the blinding should not be spread till the consolidation of metal is approved by Chief Municipal Engineer or the Engineer-in-Charge representing him. The road should not be open to traffic until approved by the Chief Municipal Engineer or the Engineer-in-Charge representing him. After road is open to traffic for 15 days, a road roller shall be employed to reroll the surface if required. Any defect appearing must be made good by the contractor to the satisfaction of the Chief Municipal Engineer / D.G within such time as may be directed by the Chief Municipal Engineer / D.G or the Engineer-in-Charge representing him.

The edges must be rammed and consolidated with hand rammers when rolling can not be done properly.

46. *Stone-set pavements* : Stone-sets are to be of the standard line 10 cm x 25 cm x 12.70 cm.

(a) *Excavation* : The area to be paved is to be excavated to the required depth and the formation surface thus excavated must be well watered and rolled in the required grade and camber. Any soft or made earth to be removed to such in depth as may be found necessary and the hollows thus formed are to be filled up with the lime concrete (4-1/2 : 2 : 1) which will be paid for extra.

(b) *Foundation* : Upon the excavated formation surface a bed of 15 cm thick cement concrete as may be specified is to be laid the manner described under the head "Concrete". The surface of the concrete foundation is to be brought accurately to the exact contour required for the finished surface of the pavement by means of a float work upon scruds fixed to level pegs, in the centre, sides and convey of the road. The scruds and pegs to be removed as soon as the concrete is not and the spaces left to be filled in with concrete neatly smoothed to the level of the new grading and care taken that the channels are all laid with sufficient fall to prevent any water-logging concrete so laid is to be cured properly.

(c) *Stone setting* : Upon the concrete thus laid and after it has sufficiently set, stone setts are to be laid over a cushion of (12.5 mm). Only the picked stone dust are to be carefully laid in break joints and in due direction and at right angles to the kerb line and sloping from centre to the road towards the channel stone.

(d) *Joints* : To be grouted with cement mortar (2 : 1) or with asphalted bitumen to the proper consistency so as to thoroughly penetrate all the spaces and snatch the sand below. In case of asphaltum grouting care must be taken to sprinkle sand over the surface. When cement mortar is used in grouting the surface should be kept under water for at least 14 days.

(e) *Removal of spoil and surplus materials* : The Contractor shall daily clear and cast away all spoils as the works proceed and no spoils or surplus material shall be allowed to remain at the site of work.

47. *Kerb & Channel stone drains* : The kerb and channel is to be laid on a foundation of 75 mm thick Jhama Concrete (1 : 3: 6) to the correct width & thickness. The stones must be properly bedded on a layer of 25 mm thick cement mortar or lime mortar as to be specified. The channel stone must break joint with the kerb stones and all joints must be grouted thoroughly the cement mortar (5 : 1). The joints shall not be less than 6.5 mm and not more than 12.5 mm thick. All kerb stones must be perfectly plumbed, lined before the joints are flushed of.

Care must be taken that the correct fall is given to the channel so that water flows freely and falls into gully pit. The kerb stones must be backed up with concrete carefully tamped into position and thereafter good earth shall be filled to behind the kerb, well watered and consolidated.

48. *Gullypit* : To be of standard size 1.06 m x 0.63 m and to be built in cement mortar (3 : 1) as specified in strict accordance with the drawings. The internal sides of the floor are to be finished with 12 mm cement plaster. To be fitted with 150 mm C.S.overflow pipe with hinged cover and handle and 0.45 m C.I. Gully grid of the standard weight. Syphon gullygrid and frames supplied must be fixed in position by the Contractor.



49. *Stone Ware Pipe* : The pipes including junctions are to be of the best quality of well burnt stone ware conferring I.S.S. The length of a pipe, whatever stated or intended to be the length of pipe exclusive of the socket, that is its effective working length.

Pipe shall be at least 1/12 of their diameter in thickness.

50. *Laying Pipe Sewer*: The pipe shall be pushed home end of spigot to mouth of the socket. Line perfectly true and be jointed by having two strands of tarred forced tightly to the back of the annular space between the spigot and the socket and jointed with moulded bitumen jointing if ordered by the Engineer the rest of the space all round shall be completely filled with mortar of two part sand to one part cement and a fillet of this cement mortar worked against the socket outside. The pipe shall be bedded in eight to one concrete i.e. 8 parts of khoa 4 parts of sand and 2 part of cement over one brick flat. When the correct bed is completed and approved of the Officer-in-Charge the pipe will be laid on it to the pieces level shown of the section and grips must be cut in the concrete to receive the flanges so that the pipes have firm bearing on its shaft. After jointing the concrete shall be completed around the side of the pipes as shown in the drawing.

Each length of pipe sewer shall be completed from Manhole to Manhole unless otherwise ordered perfectly straight and true in level & gradient and the trench shall not be filled in until the length has been inspected and tested. Under a head of more or less equal to the greatest differences between the invert and original ground level to round watertight. A length of sewer leakage in greater portion than 0.01 cm per c.m. per minute shall be taken up and reconstructed at the contractor's expense should it be found before the expiration of the period of maintenance that any length of sewer between certain manholes has become out of alignment leaky and damaged the contractor shall at their own expense to readjust the work.

The Contractor shall be liable for all damages or injuries to adjacent buildings, the rate for laying the pipes per metre run.

51. *Artificial stone pavement* : To be composed of stone chips, sand and cement in the proportion to be specified, the chips being grades upto 19 mm .

In case of footpath a slope of 20 mm to the meter is to be allowed. The concrete should not be laid continuously from end to end of the path by slabs or sections of more than 3m x 3m. To provide for this a rectangular wooden form with cross planks intervals of about 3 m is to be placed over the formation, the stakes being so arranged that they fall in alternate sections only.

The materials duly proportioned must be thoroughly mixed first dry then with the requisite quantity of water. The mixture should then be deposited in alternate sections. The sections that have no stakes in them, spread evenly over the area tampered down into position. The top is to be finished with pure cement and ribbed as required. As soon as the concrete is hard enough the finished surface should be well protected from dust, dirt and the sun by covering of sand earth or other materials which should be kept well wetted for at least 14 days and during this period no traffic of any kind should be allowed upon it.

52. *Chequered Tiles / Precast Tiles Pavements* : The mosaic tiles to be laid on footpath must be machine pressed cement precast and chequered and non-skid types. Such unit of tile must not be less than 25 mm in thickness. The size, shapes, design and shed of the tile units must be of approved quality. They should be laid over prepared bed of 55 mm thick lime surki mortar (2 : 1) and cement slurry. The tiles are to be laid in panels or patterns as directed and joints grouted with cement.

53. *Removal of spoils and surplus materials* : The Contractor shall daily clean all spoils as the works proceed and no spoils or surplus materials shall be allowed to remain at the site of work. The contractor shall on the completion of the work, at his own expense clear away and remove all his unused materials, rubbish and debris from the site and leave the whole of works in all respects clean and perfect.

54. All plumbing and electrical works shall be executed by appointing persons duly licensed in this respect, a registered number and a licensed electrician respectively provided always that notwithstanding that any soil works executed by the plumber or the electrician, the contractor

shall continue to remain liable for all acts, defects and neglect of plumber or electrician as fully as they were the acts, defects and neglect of the contractor.

55. In case of sinking small dia tube-well a licensed tube-well contractor should be engaged and the tenderer shall remain liable to above.

56. Electrical works should be carried but as per I.E. Rule a \_\_\_\_\_ of practice.

57. No child labour will be allowed.

58. "*Condition of Tender* : All agencies/contractors will make necessary arrangement or photography/videography for any type of work neither it is newly construction or repairing work in respect of road, sewerage drainage etc. before commencement of the work and after completion of the work as per M.C's Circular No. 15 of 05.06 dt. 16-8-05 at their cost. No additional amount will be paid for this photography/videography".

59. The specification of items of works which are not mentioned here for those, specification of PWD, KMDA, Irrigation etc. of Govt. of W.B. to be followed.

60. All materials at site should be covered properly before and after use and also during transportation to and from the site.

61. In accordance with the Sub-Rule 3 of the Rule 4 of the Building & Other Construction Workers' Welfare Cess Rules, 1998 payable @ 1 (one) % of the cost of the Building & other construction works shall henceforth be deducted from the gross value of the bills of contractors for all such works save and except contracts for supply of materials.

62. As per the Municipal Commissioner's circular no.55 of 2016-17 dts.23/11/16 the defect liability period for the construction of new road/ thorough improvement of road shall be 3 years from the date of its completion. The retention/security money of the said work will be released only on completion of 3 years after the date of completion of the work and on submission of satisfactory report by the concerned Ex. Engrs. The said clause will also be applicable for construction of new footpath/thorough improvement of footpath.

63. As per the Municipal Commissioner's circular no.26 of 2017-2018

I) Bidders shall submit copy of (a) Valid PAN issued by the IT department Govt. of India, (b) valid 15-digit Goods and Service Taxpayer Identification Number(GSTIN) under GST Act,2017.

II) Tax invoice needs to be issued by the supplier for rising claim under the contract showing separately the tax charged in accordance with the provision of GST Act,2017.

64. As per the Municipal Commissioner's circular no.48 of 2017-18

**1. For 1<sup>st</sup> call of NIT:**

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30 % of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e, the tenderer.

**2. For 2<sup>nd</sup> call of NIT:**

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e, the tenderer.

**3. For 3<sup>rd</sup> call of NIT:**

- i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above,

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e, the tenderer.

**4. Others terms and conditions of the credentials:-**

- i) Payment certificate will not be treated as credential;
- ii) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Statutory/Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.

65. As per the Municipal Commissioner's circular no.24 of 2018-19

The Additional Performance Security equivalent to 10% of the tendered amount shall be obtained from the successful bidder, if the accepted bid value is more than 20% less than the estimated amount put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank guarantee shall be valid up to the end of the Contract Period and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the Contract.

If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract Period after serving proper notice to the Contractor.

#### **SPECIFICATION OF LIGHTING AND ELECTRICITY WORKS**

66. Execution of works: The whole of the work shall be carried on any completed in a substantial and workmanlike manner in accordance with the specification and the terms of the agreement or the direction of the Executive Engineer referred to above, to the satisfaction of the Chief Municipal Engineer / Director General (E) or any other officer representing him within month from the date of work order from the Engineer and the work must be commenced within 5 days from the receipt of the same.

67. Materials: All materials required for the works, if supplied by the contractor should be of the best quality and be approved by the D.G(E) or his representative and those rejected by the officer aforesaid shall be removed at once by the contractor free of charge. Should the contractor fail to supply materials of an approved description or to remove such rejected materials the D.G.(E) shall have the power to procure supply of the required materials and to sell rejected materials at the contractor's risk and cost on 48 hours' notice in writing.

All works must comply with the I.E. Act and rules.

All schedule of works and specifications must be ascertained before tendering.

All painting, varnishing, earthing, cementing concreting, guy fixing wire drawing conduits to be done in the presence of Lighting supervisory staff appointed by the Assistant Engineer of the zone.

All electrical installation works including supply of materials and execution must comply with Kolkata Municipal Corporation standard specifications. In the absence of any definite specifications the standard specifications of the P.W.D. of the West Bengal Govt. should be followed or must be approved by the Engineer in Charge of the Kolkata Municipal Corporation.

68. No Tender from any person or firm, who does not hold Electrical Contractor's Licence from the license board, Govt. of West Board shall be considered.

69. Any tender violating any of the rules in vogue in the Corporation in regard to the tenders is liable to be treated as informal.

70. The tender and the declaration as well as the query form must be fully and properly filled up and all entries therein must be perfectly legible and free from ambiguity, overwriting or discrepancy between words and figures etc.

71. All electrical works shall be executed by appointing persons duly licensed in this respect. Provided always that notwithstanding any such works executed by the electrician, the contractors shall continue to remain liable for all acts, defects & neglect of said electrician as fully as if they were the acts, defects & neglect of the contractor.

Ex. Engineer

Dy. CE

D.G.

## QUERY FORM

*(To be filled up by the )*

Questions

Answer :

1. What is the name and style of the Firm or individual tendering?
2. What is the address of the Firm or individual tendering?
3. If the business of the tender is a partnership one, then state the name and addresses of all the partners.
- 4.(a) State the partnership registration number and the date of registration of the firm.
- (b) If the business is not a partnership one, then state the name of the sole-proprietor and his address.
- (c) If the tenderer or in case of a firm any of the partners of the firm, or the sole-proprietor of the firm, a minor or a Pardahnashin lady ?
5. State the year when the business or the firm was established.
- 6.(a) Has the tenderer executed similar articles previously ?
- (b) If so, to whom, where and when ?
- (c) Has any officer or servant of the K.M.C. ny share or interest in your business ?
- (d) If so, state the name of the officer or servant and the nature and particulars of the share or interest.
- (e) Is the tenderer or in the case of a Firm, any of the partners of the Firm, or the sole-proprietor of the Firm, related by blood-relationship to or is closely connected by marriage with the Mayor, Dy. Mayor Alderman or Councillor or any officer of the K.M.C. ?
- (f) If so, state definitely with whom you are related and the nature of such relationship.
- 7.(a) Have you deposited earnest money in the K.M.C. Treasury ?
- (b) If so, state the number and date of the Treasurer's Receipt.
- 8.(a) Have you taken out Contractor's License under Section 199/200 of the K. M. C. Act, 1980.
- (b) If so, state the number class and the date of the License and the period for which the License will remain in force.
9. Have you a Sales Tax Registration Number?
10. Must submit the Income Tax Clearance Certificate along with the tender valid on the date of the tender.
11. Must submit along with the Tender, Sales Tax Clearance Certificate valid on the date of the tender.

## TENDER AND DECLARATION

I/We ..... the tenderer do hereby declare that the answers given in the previous page are true to my / our knowledge.

I/We hereby agree to execute the works as mentioned in the above Schedules of works under the foregoing specification and conditions of contract at the respective rates, or at ..... (in figures / in words) per cent. (below / above) the respective rates specified in the above Schedule of Works.

I/We also agree to do all extra works which are not specified in the said Schedule of works at the percentage quoted above, such percentage being applied to the Corporation Schedule rates and where no Corporation Schedule rates are available, at the fair rates to be fixed by the Chief Engineer.

I/We further agree that the percentage of rate tendered by me/us above will hold good and be binding notwithstanding any increase in the price for materials and labour or other charges.

I/We further agree to be bound by the rules in regard to tenders in vogue in the Corporation and the provisions of the Standard Specification of the Corporation.

And should this tender be accepted by the Corporation I/We do hereby bind myself/ourselves and my/our successors and assignees to abide by and fulfill all the terms and conditions as specified or in default thereof to forfeit the security deposit and make good to the Corporation all damages as mentioned in the said specification and contract.

N.B. --- All unnecessary words in this form must be scored out and initialed by the tenderer.

Signed this                                      the                                      day of                                      20                                      at

Signature of the Party tendering

Address

Trade License No.

Attested by

Address

Date

Where the tender is submitted by a Corporation it should be signed by a Principal Officer of the Corporation or by an agent duly authorised in that behalf and be attested by a witness. Where it is submitted by a firm it should be signed by the proprietor or one of the partners or by an Agent duly authorised in that behalf by the firm and be similarly attested.