



**CHITTARANJAN NATIONAL CANCER  
INSTITUTE**

**37, S.P. MUKHERJEE ROAD, KOLKATA-  
700026**

**(An Autonomous Body under the Ministry of Health and Family Welfare,  
Govt. of India)**

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and Family Welfare, Govt. of India)**

**TENDER Notice Inviting tender for renovation  
work. Tender No-(CNCI/L-Repairing 02/ June 2025)**

**Renovation and Repairing work at ground floor Ladies toilet Patient  
Shelter, CNCI Hazra campus on urgent basis.(Two parts bids)**

S. No	Name of the work	Estimate ed cost Rs. (Lacs) Approx	Earnest Money Deposi t (EMD) (Rs)	Com pletio n Time	Issue of Blank Tender Document	Last Date of Submission n Tender
1.	Renovation and Repairing work at ground floor <b>Ladies toilet</b> Patient Shelter, CNCI Hazra campus	450000 (As per CPWD schedule )	15,000/ -	45 Days	-	04.07.2025

### ***Critical Critical data sheet***

Published Date	20.06.2025
Bid Document Download / Sale Start Date	21.06.2025
Clarification Start Date	21.06.2025
Prebid meeting	24.06.2025
Bid Submission Start Date	21.06.2025
Bid Submission End Date	04.07.2025
Tender Cost	Nil
EMD Cost	15000

### **Table of Contents**

<b><i>Section</i></b>	<b><i>Contents</i></b>	<b><i>Page No.</i></b>
Section 1	Notice Inviting Tender	1-3
Section 2	Instructions to the Bidders	3-11
Section 3	General Conditions of Contract (GCC)	11-29
Section 4	Special Conditions of Contract (SCC)	30-34
Section 5	Schedule of Work and Requirements (BOQ)	-
Section 8	List of approved make	32-33

Sealed item rate tenders are hereby invited by CNCI Kolkata from experienced Contractors with in west Bengal, those fulfills the under mentioned criteria in broad spectrum on urgent basis.

Intending tenderers should have valid registration with Sales tax/Works Contract under tax authorities. The contractor must have valid GST and contracting license from PWD/CPWD/ Labour department/ Electrical department of **West Bengal etc.**

The intending renderers should have satisfactorily completed at least one similar nature work of 80% of the estimated cost during last three years. Similar nature work means interior works i.e. aluminum partition work, wooden work, construction work, sanitary work & electrical work etc .

## **INSTRUCTIONS TO BIDER**

### **GENERAL**

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

### **SITE PARTICULARS**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/ assistance, the intending tenderers may contact to supervisor Civil at 7<sup>th</sup> floor room no 703 , research building CNCI KOLKATA 700026.

### **SUBMISSION OF TENDER**

The expression “Tender Notice” referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

***Tenders shall be submitted in two separate sealed envelopes Super scribed as following:***

*Envelope No-1: The said envelope is for technical bid & shall be super scribed as*

***“Tender for Renovation and Repairing work at ground floor gents toilet Patient Shelter, CNCI Hazra campus”***

(TECHNICAL BID)

Name of work :

Tender no. :

Addressed to : Director CNCI  
37, SP Mukherjee Road , Kolkata 700026.

From: Name & address of the Tenderer/ Bider: : Name & address of the

This envelope shall contain the following: -

EMD of requisite amount in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of ‘The Director CNCI, Payable at Kolkata. Cheque will not be accepted.

Details of one work of 80% during last three years, on the basis of which tenderer wishes to get qualified and copies of supporting work orders and completion certificate. TDS certificate is also to be enclosed in case of work executed for private parties.

Valid registration with Sales Tax department for Work Contract Tax/VAT.

Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.

Power of Attorney in favour of person who has signed the tender document. In case of company, the authority to sign the tender is to be given under Board resolution.

The tenderers registered with CNCI KOLKATA under Single Point Registration Scheme (SPRS) of Government Purchase Programme should also place a self-attested photocopy of registration certificate issued by CNCI KOLKATA under Single Point Registration Scheme in this envelope for availing exemption of earnest money/ tender cost.

The entire tender document except the price bid part with each page duly signed by the tenderer /Bider.

***NOTE:***

All the photocopies of the documents enclosed with the technical bid in support of technical eligibility criteria should be signed by the tenderer/ authorized person.

The technical bid (Envelope-I) should not contain any financial information related to rates of items etc. The price bid must be submitted in a separate sealed envelope as per BOQ (i.e. Envelope-II).

*Envelope No-2(Financial Bid):* “Tender for Renovation and Repairing work at ground floor gents toilet Patient Shelter, CNCI Hazra campus”

**ENVELOPE – II**

**(PRICE BID)**

Name of work :  
Tender no. :  
Addressed to : Director CNCI  
37, SP Mukherjee Road , Kolkata  
700026.

From: Name & address of the Tenderer/ Bider:

***NOTE:*** This part shall contain the price bid portion of the tender document mentioning the individual item rates, corresponding amount and total price to be charged by the tenderer for executing the work,

complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.

### **Eligibility conditions**

Tenderers/Bidders having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. CNCI reserves the right to cancel or award the work to any party/tenderers.

Details of one work of 80% of the estimated cost put to tender, executed by the tenderer during last Three years.

Tenderer should have experience in **interior works i.e. aluminum partition work, wooden work, construction work, sanitary work & electricals work etc.** to various organizations.

Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently working/carryout the work covered in the tender.

Service providers should furnish PAN, Service provider must have Service Tax Registration, GST Registration & other statutory requirements if any as applicable.

Self-attested copy of documentary proof as required above must be furnished along with technical bid Part-I and in case the required information and documents with the technical bid are not furnished, the tender shall be rejected. The tenderer shall take into account basic price, cost of labour, T&P, taxes as applicable, conveyance / cartage etc. before quoting the rates.

The tenderer quote the rates in the enclosed "BOQ mentioned in schedule of quantities" in annexure "A" only.

### **ABNORMAL RATES**

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by

the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the CNCI is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything here in stated, the rates once accepted by the CNCI shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

### **DEVIATIONS TO TENDER CLAUSES:**

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Document and not to stipulate any deviation. Conditional tenders are liable to be rejected.

### **VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 180 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 180 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner.

### **Award of Contract**

CNCI reserves the right to awarded to the lowest tenderer, subject to the work experience and fulfillment of other terms & conditions and specifications

### **Acceptance / Rejection of tender**

CNCI does not bind itself to accept the lowest tender.

CNCI also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

CNCI also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the tenderer(s) the opinion/decision of **CNCI KOLKATA** regarding the same shall be final and conclusive.

### **Corrections**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction done without using correcting fluid in the schedule of rate should be signed.

Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -

Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.

Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.

Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.

Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s)

quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.

In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

### **Firm Rates**

The rates quoted by tenderer shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.



It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the CNCI for work awarded, on a non-judicial stamp paper of requisite value(Rs 100.00) at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document/ the prospective tenderers are required to visit CNCI KOLKATA website/ Notice board for all such amendments/ corrigenda to NIT as well as the tender document.

The financial bids of the participants which are found to meet all the requirements as specified in the technical Bid will alone be opened on a date which will be communicated at the appropriate time. Only the authorized representative of the firms will be present during the opening of financial bids.

Complete tender document available on our website <https://www.cnci.ac.in> of the CNCI, Kolkata at free of cost, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.

#### **Earnest Money(EMD):-**

The tender should be accompanied by Earnest money of Rs 15000/- (Fifteen Thousand Only) in the form of DD/Pay Order/Banker's Cheque in favour of "**Director CNCI** " payable at Kolkata.

#### **Refund of earnest money**

EMD of other bidders will be returned as soon as the work of award of contract is completed by the employer.

#### **The Earnest Money is liable to be forfeited**

If after bid opening during the period of bid validity or issue of letter of Acceptance, whichever is earlier, any tenderer Withdraws his tender or

Makes any modification in the terms and conditions of the tender which are not acceptable to the employer.

In case any statement/information/document furnished by the tenderer is found to be incorrect or false.

In the case of a successful tenderer, if the tenderer

Fails to furnish the Security Deposit within the specified period.

Fails to commence the work without valid reasons within 10 days after the date of issue of Letter of Acceptance or from the date of handing over of the site, whichever is later.

In case of forfeiture of EMD as prescribed hereinabove, the tenderer shall not be allowed to participate in the retendering process of the work.

### **Check List of Documents/Fees etc.**

**Name of the Tenderer:** \_\_\_\_\_

<b>Sr.No.</b>	<b>Item Required</b>	<b>Response (Yes/No)</b>
1.	Has the tenderer submitted the requisite EMD in the prescribed form along with the technical bid (Envelope-I)	
2.	Have all the pages of the tender document and the supporting documents required to be signed and enclosed with the technical bid by the tenderer / authorized representative of the tenderer been signed and enclosed with the technical bid (Envelope-I)	
3.	Has the authority/ power of attorney been submitted in the name of authorized representative on a non-judicial stamp paper (if applicable).	
4.	Has the tenderer submitted all the required documents in support of technical eligibility criteria	
5.	Does the technical bid (Envelope-I) contain any financial information pertaining to price bid	

6.	Is the price bid (Envelope-II) submitted separately in a sealed envelope	
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### **GENERAL CONDITIONS OF CONTRACT (GCC)**

Where the context so requires, words importing the singular only also include the plural and vice versa.

#### **Definition**

The ‘Contract’ means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the ‘Engineer-in-charge’ the formal agreement executed between the CNCI and the Contractor, and all these documents taken together shall be complementary to one another.

The ‘Site’ shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

The ‘Contractor’ shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.

The ‘Competent Authority’ means the Director of the CNCI and his representatives on behalf of Director .

‘Party’ shall mean either ‘The CNCI kolkata or the “Contractor, as the case may be. ‘Parties’ shall mean both of them.

‘IS Specification’ means the Specification of latest edition with amendments, if any, up to time of receipt of tender by CNCI issued

by the Bureau of Indian Standards as referred to in the specifications and  
/ or work orders.

The ‘Contract Sum’ means the sum agreed, or the sum calculated in accordance with the prices accepted by the CNCI KOLKATA in the tender and / or the contract / negotiated rates payable on completion of the works.

The ‘Final Sum’ means the amount payable under the Contract by the CNCI to the Contractor for the full and entire execution and completion of works, in time.

The ‘Date of Completion’ is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the CNCI.

‘Excepted Risks’ are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are uninsurable ) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the ‘CNCI’ of the part of works in respect of which a certificate of completion has been issued.

‘Urgent works’ shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.

The ‘Works’ shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or

instituted works or temporary and urgent works as required for performance of the contract.

**Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage,

carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

**Inspection of Site:**

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

**Discrepancies and Adjustment of Errors:**

The several documents forming the contract are to be taken as mutually explanatory of one another:

(A) In the case of discrepancy between Schedules of quantities the Specifications and / or the Drawings, the following order of preference shall be observed.

Description in Schedule of Quantities.

Particular Specification and Special Conditions, if any.

General Specifications.

(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -

Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.

Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.

Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.

Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per

the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.

In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

**Performance Security(PBG): SECURITY DEPOSIT (for 14 months AS DEFECTS LIABILITY )**

Total security deposit shall be **3%** of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

**Refund of Security deposit:** One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the CNCI certifying in writing that the work has been completed satisfactorily subject to furnishing bank/ performance guarantee of equivalent amount.

On expiry of the Defects Liability Period CNCI shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the CNCI is satisfied that there is no demand outstanding against the Contractor.

No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the CNCI.

The PBG is to be submitted with in 07 days from receiving the work order , in the form of PBG format by the banks ,in favour of **“Director CNCI ” payable at Kolkata** for 14 months.

**Deviations/Variations Extent & Pricing:**

The Authority of CNCI shall have power (i) to make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The CNCI and such alterations, omissions, additions or substitutions shall form part of the Contract

as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the CNCI which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the CNCI as per clause 10 (i) to (iii) of the tender document.

The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.

- In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; plus.25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the authority.

#### **Rates for Extra/Additional Items**

If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.

If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.

If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub- paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Supervisor Civil under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Maintenance department shall, within seven days thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Department within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Department on the basis of market rate(s) and shall be final.



**Time and Extension for Delay:**

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by CNCI KOLKATA in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day after the date on which the CNCI issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.

As soon as possible after the Contract is concluded the CNCI and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the CNCI and the Contractor within the limitations of time imposed in the Contract Documents.

If the work be delayed by

Force majeure or

Abnormally bad weather or

Serious loss or damage by fire, or

Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or

Delay on the part of other contractors or tradesmen engaged by CNCI in executing work not forming part of the contract, or

Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the CNCI but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the CNCI to proceed with the Works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening

of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.

If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the CNCI and no compensation whatsoever for the extended period, if any shall be applicable/ payable.

The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

### **FORCE MAJEURE**

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

### **MATERIALS**

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of CNCI in this regard.

The contractor shall indemnify the CNCI, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the CNCI or any agent, servant or employee of the CNCI in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.

The CNCI shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the CNCI may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.

Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.

i) CNCI's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.

iii) All materials brought to the Site shall become and remain the property of the CNCI and shall not be removed off the Site without the prior written approval of CNCI of the CNCI. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the CNCI, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the CNCI shall be entitled to recover or adjust any amount given as advance to the Contractor.

### **Labour laws and payment of wages to be complied:**

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall

comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the CNCI shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall be fully liable for compliance of EPF or ESI of the labours/workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the CNCI has nothing to do with the same. CNCI shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the CNCI, the contractor shall submit the proof of deductions/deposits of such liabilities of their labors/ workmen engaged in the work to the CNCI. In case of default, the CNCI may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.

### **Liquidated Damages for Delay**

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss /

damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the CNCL.

### **Defects Liability Period :**

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect.

### **Contractor's Liability and Insurance**

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect.

The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.

The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

The Contractor shall indemnify and keep indemnified the CNCI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the CNCI against any compensation or damage caused by the Excepted Risks.

Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the CNCI-Contractors “All Risk Policy” and “Third Party” Insurance policy.

The Contractor shall at all times indemnify the CNCI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer’s Liability Act, 1938 the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

The Contractor shall prove to the CNCI from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.

All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

No claim for interest will be entertained by the CNCI in respect of any balance payments or any deposits which may be held up with the CNCI due to any dispute between the CNCI and contractor or in respect of any delay on the part of the CNCI in making final payment or otherwise.

The contractor shall ensure that no materials/wastes/plant, equipment’s etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise CNCI KOLKATA will carry out the work at the contractor’s risk and cost after 7 days’ notice.

The contractor will have to make their own arrangement for facilitating movement of labor to work site and back. Facilities are to be provided to

laborer's as per statutory provision and the same shall not entail or attract any extra cost to CNCI KOLKATA.

### **Safety Code:**

The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the CNCI shall be entitled to do so and recover cost thereof from the Contractor.

The CNCI shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

The CNCI shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

### **Cancellation of Contract in Full or in Part:**

#### **If the Contractor:**

In cases of poor workmanship and non-compliance of tender/agreement or services provided by the contractor are not found to be satisfactory, the contract shall be terminated by the department by giving 10 days' notice even before the expiry of contract period and shall be forfeited the security deposit without assigning any reason what so ever. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Director CNCI; or

Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Director CNCI; or

Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or

Enters into a contract with the CNCI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

Offers or gives or agrees to give to any person in CNCI's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtaining or execution of this or any other Contract for the CNCI or

Obtains a Contract with the CNCI as a result of ring tendering or other non-bona fide methods of competitive tendering; or

Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.



The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the CNCI by written notice cancel the contract as a whole or in part as it may deem appropriate.

The Competent Authority shall on such cancellation, be entitled to:

Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or

Carry out the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the CNCI. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.

Any excess expenditure incurred or to be incurred by the CNCI in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the CNCI as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the CNCI shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

Any sums in excess of the amounts due to the CNCI on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the CNCI of the works or part of the works is less than the amount which the

Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

**Liability for Damage, Defects or Imperfections and Rectification thereof:**

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in- Charge or his Representative at any time during construction or re- construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-instruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the CNCI may rectify or remove and re- execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned

simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in- Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in- Charge shall give three days notice in writing to the Contractor.

**Urgent Works:**

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is

unable or unwilling at once to carry it out, the CNCI may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the CNCI shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

### **PAYMENT TERMS AND CONDITIONS:**

Payment shall be released as per the Bills submitted after completion of work.

No escalation will be paid even in extended period, if any.

All statutory deductions as applicable like TDS, sales tax, labour cess etc. shall be made from the due payment of the contractor.

### **MOBILISATION ADVANCE:**

As per GOVT of India Guideline.

### **ARBITRATION AND LAWS**

All questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the existence of the contract or after the termination of the contract, the same shall be referred to the sole arbitrator appointed by the Director of the CNCI.

The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to take the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at New Kolkata only. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to such proceedings.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

### **SIGNATURE OF THE CONTRACTOR**

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that CNCI shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

**Signature** **of**  
**contractor.....**  
**Duly authorized to sign the**  
**tender on behalf of the (in block**  
**capitals).....**

Dated.....

.....

Witness.....

.....

Date.....

.....

Address.....

## **SPECIAL CONDITIONS**

During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of CNCI or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.

All rates quoted by the bidders shall remain firm for the contract period/extended contract period.

If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the CNCI shall forfeit the earnest money deposited by him along with the tender.

### **Execution of Work At Risk & Cost of Contractor:**

The balance work, if any, left to be completed after the determination/cancellation of the contract as per clause no. 21 of the 'General Conditions of Contract' shall be got executed by the CNCI as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the CNCI in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the CNCI as communicated by the CNCI within 30 days of written notice.

The work has to be executed in accordance with the latest CPWD specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed.

The decision of the CNCI in this regard shall be final and binding upon the contractor.

The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of

the material as ordered by the CNCI for its conformity and all testing charges shall be borne by the contractor.

All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.

The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and CNCI has nothing to do with such happenings and in no way shall be held responsible for the same.

The tenderer shall quote his rates exclusive of service tax. Service tax, as applicable shall be reimbursed on production of deposit challan of service tax in time for the project. The contractor must have valid service tax registration number commensurate with service to be provided and will provide copy of the same before release of any payment by CNCI KOLKATA.

CPWD specifications / relevant IS Code shall be followed where ever specifications are not specified.

All communication should be addressed to Director , CNCI KOLKATA 700026 .

### **List of Approved make**

#### **A. For Civil Works**

Specification/brands names of materials (Refer materials, **whichever are applicable for the scope of work**) and finishes to be used for the work are listed below. However approved equivalent materials and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the CNCI,

Sl.No	Materials	Approved make
1	<b>Cement (PPC, OPC)</b>	ACC, ULTRATECH,VIKRAM, SHREE CEMENT, AMBUJA, JYPEE CEMENT, AND J.K. CEMENT
2	<b>WHITE CEMENT</b>	J.K. WHITE, BIRLA WHITE,TRAVANCORE
3	<b>VITRIFIED TILES</b>	H & R JOHNSON/KAJARIA/RAK CERAMICS
4	<b>WATER BASED MELAMINE POLISH</b>	ASIAN PAINTS / PIDILITE INDUSTRIES/ ICI DULUX/ BERGER PAINTS
5	ANTI STATIC HIGH PRESSURE LAMINATE	FORMICA/BAKELITE HYLAM/DECOLAM MERINO
6	ALUMINIUM EXTRUSIONS	HINDALCO/NALCO/JINDAL
7	ALL TYPES OF GLASS	ST. GOBAIN/ MODIGUARD/PILKINGTON/ AIS
8	GYPSUM BOARD	ST. GOBAIN GYPROC GYPSUM
9	G I PIPE	TATA/JINDAL HISSAR/SURYA
10	GI FITTINGS (Malleable Cast iron)	ZOOTO/UNIK,ICS
11	CPVC PIPES & FITTINGS	ASTRAL/ AJAY FLOWGUARD/ASHIRWAD/ PRINCE/SUPREME
12	<b>ALL HARDWARE AND FITTINGS FOR ALL TYPES OF GLAZING, DOORS, WINDOWS ETC.</b>	<b>DORMA /HAFELE /GEZEI/KICH/GODREJ</b>
13	<b>EUROPEAN WC</b>	<b>JAQUAR/TOTO/KOHLER/PARRYWARE/ HINDWARE</b>
14	<b>WASHBASIN</b>	<b>JAQUAR/TOTO/KOHLER/PARRYWARE/ HINDWARE</b>
15	<b>URINAL</b>	<b>JAQUAR/HINDWARE/KOHLER</b>
16	<b>UPVC PIPES &amp; FITTINGS</b>	<b>SUPREME/PRINCE/ASTRAL/KISAN/ FINOLEX</b>
17	SPUN CAST IRON PIPES & FITTINGS (IS:3989)	JAISWAL NECO/RIF/SKF
18	C.I. S/S PIPES & FITTINGS	JAISWAL NECO/SAINT GOBAIN/SKF/RIF
19	G.I. PIPE JOINTING MATERIAL	LOCTITE 55/DR.FIXIT
20	SS HINGED GRATING	GMGR/NEER/CHILLY
21	STONEWARE PIPES AND GULLY TRAPS	PERFECT/BURN/ANAND/PARRY
22	GUNMETAL VALVES (FULL WAY VALVE) CLASS-I	ZOOTO/CASTLE/KARTAR
23	<b>SANITARY ACCESSORIES</b>	<b>JAQUAR/KIMBERLY CLARKE/DLINE/ EURONICS/ CARL-F/KOHLER/ SHEARLING SKINS/ GROHE</b>
24	<b>SANITARY FITTINGS</b>	<b>JAQUAR /KOHLER/GROHE/TOTO/ PARRYWARE</b>
25	CALSIUM SILICATE BOARD FOR FALSE CEILING	GYPROC/BORAL/HILUX
26	ALUMINIUM SKIRTING	ALLOY/BOTTOMLINE/JEB

27	ALUMINIUM CHANNELS	ALLOY/BOTTOMLINE/JEB
28	FRP FLUSH DOOR	CENTURY /SUPRIME/ASTRAL

**Schedule of Quantities (BOQ)**

Description of item	Unit	Qty	Rate (Rs.) figure	Rate (Rs.) in words	Amount (Rs.)
<b>Civil/Interior Work</b>					
1.Dismantling bricks missionary work	Cum	1			
2.Dismantling shutter	Sqm	11			
3.Dismantling all types of plain cement concrete	Cum	1.05			
4. Stripping foo worn-out plaster at wall	Sqm	22			
5.Stripping foo worn-out plaster at ceiling	Sqm	8.1			
6.Glazed porcelain tiles etc.	Sqm	65			
7.Ordinary cement concrete (1:1.5:3)	Cum	1			
8.Cement concrete (1:1.5:3) with graded stone chips 5.60 mm size	Sqm	71			
9.S.F.F. granite slab of 15 mm to 18 mm thick 1st floor, lobby, stair landing etc.	Sqm	15.5			
10.S.F.F. 1st quality ceramic tiles	Sqm	75			
11.Plaster 25 mm thick (with 6:1 cement mortar).	Sqm	19.2			
12.Plaster 10 mm thick (with 1:4 cement mortar).	Sqm	8			



13.S.F.F. fiber reinforced polymer (FRP) composite door frame	m	48			
14.S.F.F. Fiber reinforced polymer (FRP) composite door shutter	Sqm	15			
15.Polishing only of old marble	Sqm	9			
16.Rendering the surface in wall ceiling etc.	Sqm	70			
17.Priming and Painting (2 coats) the wall, ceiling etc.	Sqm	70			
18.S.F.F C.P.V.C. pipes (15 mm dia)	m	31			
19.S.F.F., C.P.V.C. pipes (25 mm dia)	m	20			
20.S.F.F., C.P.V.C. pipes (32 mm dia)	m	6			
21.S.F.F. shower of approve brand & make (75 mm round)	Nos	3			
22.S.F.F. shower of approve brand & make. (32 mm round)	Nos	2			
23.S.F.F. shower of approve brand & make. (25 mm round)	Nos	4			
24.S.F.F. bib cock stop cock. (15 mm)	Nos	15			

25.S.F.F. P.V.C. pipes of approve make of schedule 80 (medium duty) etc.	m	7			
26.Wash basin S.F.F.	Nos	3			
27.Supply of UPVC pipe (Type - B) fitting including labour charges. (160 mm dia)	m	15			
28. PVC pipe fitting 160 mm plain bend (87.5')	Nos	7			
29. PVC Door Bend (T.S.)	Nos	7			
30.125 / 110 mm P. Trap	Nos	9			
31.Reducing Tee	Nos	12			
32.S.F.F. Orissa Patten water closet.	Nos	4			
33.Inspection pit construction 600 mm X 600 mm X 600 mm inside measurements etc.	Nos	1			
<b>Total Amount</b>					
<b>Tax if any</b>					
<b>Grand total</b>					

Total Rs. In words-----  
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Signature of bidder with stamp