कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग / Civil Engineering Department
१५, स्ट्रैंड रोड, कोलकाता- 700001/15, Strand Road, Kolkata- 700001
मुख्य अभियंता का कार्यालय / Office of the Chief Engineer.

FAX No.033-2230-0413 EPBX No.033-2230-3451
E-Mail calport@vsnl.com Website- www. kolkataporttrust.gov.in

No.KOPT/KDS/CIV/T/2080/2062 Date: 02.02.2016

NIT No.: KOPT/KDS/CIV /T/2080/61 Dated: 02.02.2016.

Sub: **Outside painting to office bldgs. of Mooring Master, Chief Materials' Manager, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.**

Estimated Cost put to tender	:	Rs. 13,81,809.50
Earnest Money	:	Rs. 27,650.00
Cost of Tender Papers	:	Rs. 1,500.00 (Non refundable)
Time of completion	:	5 (Five) Months
Last date of purchase of Tender documents	:	16.02.2016 (up to 12 Noon)
Last date of Submission	:	17.02.2016 up to 3 P.M. Details may be obtained from Kolkata Port Trust Website www.Kolkataporttrust.gov.in and Govt. of India website www.eprocure.gov.in & www.mstcecommerce.com/eprochome
Date of opening of techno-commercial part:		17.02.2016 shortly after 3 P.M. at Chief Engineer's office.
Tender Authority:		Chief Engineer, Kolkata Port Trust 15, Strand Road, Kolkata-700 001.

Sd/-
मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
१५, स्ट्रैंड रोड, कोलकाता -७०००० १
15, Strand Road, Kolkata – 700001

NIT No. KOPT/KDS/CIV/T/2080/61 Dt.02.02.16

NOTE: Last Date of Purchase/Download of tender documents : 16.02.2016 (up to 12 noon)
Tender is due for submission by 3:00 P.M. on 17.02.2016

TECHNO-COMMERCIAL BID

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Outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

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Date: - 02.02.2016
15, Strand Road,
Kolkata – 700 001.

Sd/-
अ. कु. जैन **/ A.K. Jain**
मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

१५, स्ट्रैंड रोड, कोलकाता -७००००१

15, Strand Road, Kolkata – 700001

NIT No. KOPT/KDS/CIV/T/2080/61 Date: 02.02.16

NAME OF WORK: - **Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.**

PERIOD OF SALE OF TENDER DOCUMENTS: - **From 05.02.2016 To 16.02.2016 [up to 12 Noon].**

LAST DATE AND TIME FOR SUBMISSION OF TENDER DOCUMENTS:- Date: 17.02.2016 TIME: - 3-00 PM

TIME AND DATE OF OPENING OF TENDER: - Shortly after 3.00 PM. on 17.02.2016

PLACE OF OPENING OF TENDER: - **At the office of the Chief Engineer, 15, Strand Road, Kolkata-700001.**

KOLKATA PORT TRUST INVITES TENDER
FOR

Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

Sealed Offers are invited from eligible firms (sole firms and also Consortium) meeting the stipulated pre-qualification criteria for the subject work on three cover basis (**Cover I:-** (a) *Cost of Tender Document & Earnest Money Deposit or (b) Necessary document/s for exemption as per Clause No.18 of "pre-qualification criteria" ; Cover II :- 'General Conditions of Contract'* and *Techno-Commercial Bid*; **Cover III :-** *Financial Bid*)

Earnest Money	**Cost of Tender Document**	**Sale / Downloading period and Last date and time of Sale/ Downloading of Tender Document**	**Last date and time of Submission of Tender**	**Date and time of Opening of Covers I & II**
Rs.27,650/-	Rs.1,500/-	From 05.02.2016 and last date of sale/ downloading is 16.02.2016 up to 12.00 hrs.	17.02.2016 at 15.00 hrs.	On 17.02.2016 at 15.30 hrs.

Details of the tender, including eligibility conditions, method of purchase of tender document & the tender document is available in web sites **www.kolkataporttrust.gov.in** and Govt. of India website *www.eprocure.gov.in*

Interested parties may download the tender document from the above website or may purchase the tender document from the office of the **Chief Engineer, Kolkata Port Trust, 15, Strand Road, Kolkata 700 001.**

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कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

No.: KOPT/KDS/CIV/T/2080/61 **Date: 02.02.2016**

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NOTICE INVITING TENDER

Name of work: - Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

1. NIT No.: -- KOPT/KDS/CIV/T/ 2080/61 Date: 02.02.2016

2. Estimated amount of the work: – Rs. 13,81,809.50 (Approx.)

3. Time of Completion: - 5 (five) months from the date of placement of Order.

Sealed tenders are invited from bonafide, resourcesful, experienced and reputed firms for the subject work as per following Prequalification Criteria at **Percentage above / below /at Par basis on estimated rates / amount as shown in the Bill of Quantities** in accordance with this Notice Inviting Tender, the **General Conditions of Contract**, enclosed **Instruction to Tenderer, Special Conditions of Contract, Technical Specifications for this Work and Bill of Quantities.**

Prequalification Criteria:

1. A) Tenderer should have successfully completed similar works like Construction / maintenance of civil engineering structures during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated amount put to tender.

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated amount put to tender.

c) one similar completed work costing not less than the amount equal to 80% of the estimated amount put to tender.

B) The intending tenderer should have average Annual Financial turnover during the last **3 years** ending **31st March** of the previous financial year should be at least 30% of the estimated amount put to tender.

2. Each tenderer shall have to deposit a sum of **Rs.27,650.00 (Rupees twenty seven thousand six hundred fifty only)** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order drawn** in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata **without which no tender will be considered**. The Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Only those tenders submitted along with the Earnest Money shall be opened.

3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer without **interest**, after the selection of a successful tenderer and in the case of the successful tenderer this amount will be adjusted against the **Security Depoist.** If any tenderer withdraws his tender before **4(four) months** from the date fixed for receiving the same, the Earnest Money Deposit will be forfeited by the Trustees' by way of liquidated damages.

4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelyhood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.

5. Materials, except departmental Rails required for the work shall be procured and supplied by the successful tenderer and shall be of the best and approved quality and should comply with the relevant I.S. / I.R.C./MOST or other relevant Specifications. The departmental Rails, check blocks, bearing plates, bolts, etc. will be supplied to the successful tenderer at free of cost but the successful tenderer shall have to procure the said departmental materials from the departmental store / yard at his own cost including supply of labours ,vehicles, loading,unloading all complete.

6. The tenderer must fill in **Schedule 'O'** with full particulars of similar works carried out by them previously and submit in **Schedule 'T'** the details of technical set up of the Company and the technical Personnel who should be looking after the works.

7. The tenderer shall include in their prices sums payable as Taxes **Particularly VAT, Royalty or** otherwise to the **Government or Public Bodies or Individual** and such taxes shall not be an extra charge payable by the Trustees' except Service Tax, if leviable, will be paid extra by the Trustees' as applicable.

8. As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under 'Reverse Charge Mechanism' as per Service Tax Law. The service provider is liable to recover service tax as applicable. Reimbursement of service tax will be made to the contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994"

However the contractor is liable to pay the Service tax element at applicable Govt. rate fixed by the government time to time against L.D, damaged, penalty, land rent, electricity charges etc. same will be deducted from his bill when sent to finance department for payment.

CENVAT CRITERIA: In the event of cenvatable bought out items, if any ,the contractor is required to ensure that invoices are drawn in the name of contractor and it should be marked '' account KOLKATA PORT TRUST" as per cenvat credit rules and regulations. KoPT would provide the Service Tax Registration No. for availing Cenvat Credit.

As far as possible items to be procured from first/second stage dealer and maintain the above formalities to the extent possible so that KoPT can avail the cenvat credit.

However payment to the contractor for work will be made as per provision in Item – 6 of Preamble to the Bill of Quantities of Price Bid.

9. All intending tenderer should have valid registration against ESI & EPF issued by the competent authority, failing which their offer will be considered as non-responsive.

10. The intending tenderer should submit performance certificate/credential of works as per the enclosed Proforma of KoPT. **(Proforma of performance certificate/credential of works is enclosed at the end of the techno-commercial Bid).**

11.(a) The tenderer shall submit certified copy of the valid **Certificates of VAT Registration No.** and also declare their **Permanent Income Tax Account No.** in the last page of the B.O.Q.
(b) The tenderer shall submit certified copy of the valid Service Tax Registration Certificate and relevant up-to-date document, if any.

12. The successful tenderer shall be required to execute a **Contract Agreement** to be prepared in the form annexed to the **General Conditions of Contract** together with such modifications as may be necessary within a month from the date of placement of Work Order. He is required to submit **6(six)** Copies of all documents, correspondence and connected papers etc., as detailed in the **Form of Contract Agreement** prepared on **Non-Judicial Stamped Paper** of requisite denominations all at his own cost.

13. The tenders[**Both Techno Commercial Bid & Price Bid**] shall be submitted in sealed covers superscribed the name of work to the **Chief Engineer's Office, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001(India) by 3 P.M. on 17.02.2016.** After that no tender will be accepted. Last date of purchase of Tender documents is **16.02.2016 [up to 12 Noon].**

14. Among the duly submitted proper tenders in which only **Techno Commercial Bid** would be opened at the office of the undersigned shortly after **3 P.M. On 17.02.2016**. Date of

opening of the **Price Bid** of the Prequalified bidder will be intimated later on. If any tenderer or his duly authorised representative wishes to be present at the time of opening of the tenders, he may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the tenders may be submitted by **3 P.M.** on next working day to be opened shortly thereafter. The tender will not be extended under any situation.

15. The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

16. Tender documents shall be issued from the office of the Chief Engineer at 15, Strand Road, Kolkata-700 001. The Tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata-700 001 a sum of **Rs.1,500/- [Non-refundable]** towards cost of Tender documents.

17. Tenderer may also submit the tender getting down loaded from the Web site of Kolkata Port Trust. In that case the bidding party shall have to pay the amount of **Rs.1,500/-** [Non-refundable] towards the cost of bid document by draft or Bankers' Cheque drawn in favour of "**KOLKATA PORT TRUST"** at the time of submission of tender documents.

18."Micro and Small Enterprises firms registered with National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of cost of Tender Document and depositing Earnest Money, for which copy of valid **National Small Industries Corporation certificate** is to be attached."

19. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

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

21. Once a Bid is submitted, it will not be allowed to be revised. **The tender shall be submitted in one sealed envelope superscribing the name of the work which shall** contain three sealed envelopes, Marked –A, Marked-B **and** Marked-C **stating clearly in the top envelope that envelope contains three envelops** Marked –A, B **and** C **separately in sealed condition.**

<u>The sealed envelope Marked – A shall contain</u> :

a) Demand Draft/Pay Order against Earnest Money Deposit in original and TR/ Money Receipt /Demand Draft/Pay Order towards cost of tender documents.

And

b) If downloaded from Website,Demand Draft/ Pay Order towards cost of tender documents in original and Demand Draft/Pay Order against Earnest Money Deposit in original.

Or

c) Copy of valid & up-to-date certificate along with supporting documents (if any) as per clause No. 18 above.

The sealed envelope Marked – B [Techno-commercial Bid] shall contain:

a) The Techno commercial Bid duly signed and sealed on every page with duly filled in Schedule –T and Schedule- O of Techno commercial Bid without any price bid therein .

b) The General Conditions of Contract of KoPT duly signed and sealed on every page.

c) Certified copies of the documents in support of experience/performance certificate/credential of works as stated in Pre-Qualification criteria vide Cl.No.1(A) & 10 above.

d) Certified copy of PAN Card.

e) Certified copy of Certificates for VAT Registration No. & relevant supporting documents of up-to-date validity (if any).

f) Certified copy of ESI & EPF registration no. & relevant supporting documents of up-to-date validity.

g) Last three years balance sheet and P/L account in support of Annual Financial turnover as per clause no.1 (B) above. The same should be audited as per relevant norms wherever required.

h) Certified copies of valid trade license & relevant supporting documents of up-to-date validity.

i) Certified copies of Service Tax Registration Certificate and relevant up-to-date document, if any

The Sealed envelope Marked-C [Price Bid] shall contain:

a) Preamble to Bill of Quantities

b) The Bill of Quantities duly filled in.

c) The Form of Tender duly filled in as enclosed in the tender document.

d) All the pages of Price Bid should be duly signed and sealed.

Enclo :Instructions to Tenderers, Scope of Work & Special Conditions of Contract, Schedule 'O' and Schedule 'T',Format of indemnity Bond, Format of affidavit, Proforma of declaration. } **Techno-commercial Bid**

Preamble to Bill of Quantities and Bill of Quantities, Form of Tender } **Price Bid**

अ**.** कु**.** जैन / A.K. Jain

मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

INSTRUCTION TO TENDERERS

1 The subject work is required to be carried out with high degree of precision, supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions and Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; **Special Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supercede **General Specification.**

2. The tenderers shall inspect the site and its neighbourhood and acquiant themselves with actual working condition. Accessibility of the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Senior Executive Engineer (KPD)** at his office at **51, C.G.R.Road, Kolkata - 700 043.**

3. Tenderers' attention is drawn to **Clause 3.4, 3.5, 3.6 & 8.2** of the **General Conditions of Contract** regarding **Earnest Money, Security Deposit** prescribed in the tender and **Liquidated Damage**.

4. The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender.

5. The Engineer reserves the right to delete any item of work or introduce any new item, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole.

6. The tenderer is to work out his rates at **Percentage above par / below par / at par/basis** or taking into account the full details of works.

7. The tenderer must fill in the **Form of Tender.**

8. Taxes and Duties:

The rate quoted by the tenderer should be completed in all respect and should include all taxes, octroi, surcharge etc. payable to Government or any other concern **(excluding service tax)** and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances. Service Tax shall be reimbursed on actual as applicable.

9. Rate for payment against extra Items:

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate including surcharge in force at the time acceptance of the tender, if any adopted by the Trustees' with due regard to the accepted contractual percentage, if any, thereon; otherwise,

(i) The rate of payment shall be fixed on the following basis.

a) Cost of materials consumed including transport and wastage, plus
b) Cost of labour actually engaged in the works, plus
c) Taxes and Duties as applicable, plus
d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

(iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

10. Working Period:

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by Competent Authority. The tenderer should include in his rates the cost, if any, involved on those accounts.

11. Time of Completion:

The work is required to be completed within **05 (five) months** from the date of placement of Work order/ LOI.

12. Escalation:

No escalation variations on the prices of **labour, materials and POL** will be entertained and thus the rate should be quoted with due consideration of the same.

13. Suspension of Work / Idle time:

The matter shall be decided by the **Clauses** as stipulated in **General Conditions of Contract vide** Clause No.**5.11** and other relevant Clauses in this respect. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees'.

14. Water:

i) Water required for construction work will have to be arranged by the Tenderer at their own cost.

ii) KoPT will arrange to provide a source of supply for drinking water at a suitable point free of cost from where the contractor may draw a line for purpose of drinking water only.

Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

iii) In any case Dock water will not be allowed to be used for any work including curing.

15. Power Supply:

If possible a supply of power shall be made available at required points on payment of usual charges to the Trustees' as per the KoPT Rules. However, it is to be noted that in the event of KoPT fails to make available supply of powers, the Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Trustees'.

16. On A/C. Payments for measurement work:

Tenderers attention is drawn to Clause 6 of the General Conditions of Contract on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/C. Payment.

17. The successful tenderer will be required to comply with the relevant provisions of Building and other constructions workers (Regulation of Employment and Conditions of Service)Act.1996 and West Bengal building and other construction workers (Regulation of Employment and Conditions of Service) Act.2004 as well as Building and other constructions workers' Welfare Cess Act.1996 and the rules framed hereunder.

18. An amount of **Cess** calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same the appropriate authority.

19. If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

20. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialed by the tenderer. If the figures are tampered with, the tender shall be rejected.

21. The work is to be carried out without causing any hindrance to the operational work of the Marine Department/and other Department in the area under work. The tenderer will provide in his rates due allowance for precautionary measures as well as for any possible interruption due to traffic operation.

22. Bidders shall not use "white ink" for correction at any place of the tender paper.

23. Non-confirmation to the instruction at point No. 22 above shall be treated as non-responsive and hence, may disqualify the tender.

24. Submission of required document with tender offer: -

i) The bidder should submit document regarding experience criteria and turnover criteria as per clause 1 of NIT along with the tender offer, failing which the offer shall be considered as non-responsive.

ii) When the tender is opened between April to June of any year and the bidder is unable to submit audited accounts of the previous year i.e., latest financial year, the bidder may submit audited accounts of the financial year previous to the latest financial year.

iii) In case tender is opened after June of any year and the bidder is unable to submit audited accounts of the previous year i.e., latest financial year, the bidder may submit a certificate of turn-over issued by the statutory auditor of the company/firm for the latest financial year.

25. The invitation for bids is open to all eligible bidders meeting the eligibility criteria (pre-qualification criteria) as defined in Clause No. 1 above.

26. Clarification of Bids:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including break-up of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

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कोलकाता पत्तन न्यास

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

Scope of Work

The work comprises of dismantling all types of plain cement concrete works, masonry, earth work in excavation of foundation, stripping off worn out plaster, plaster work, provide reinforcement for reinforced concrete work, Brick work., Ordinary cement concrete (Mix 1:1.5:3), wood work, primer on timber or plaster surface, Acrylic pimer and decorative crylic exterior emulsion as described and set forth in the Bill of Quantities, Special Conditions of Contract, Technical Specifications of works, Specification for materials and workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of the General Conditions of Contract and as per the direction and up to the satisfaction of the Engineer.

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

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

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

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

c) To exercise rigid quality control in execution of the work and to carry out sampling,testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.

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

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SPECIAL CONDITIONS OF CONTRACT

1) **General :**

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition), Road Congress Specifications (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Condition of Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, drawing, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

2) **Project Information:**

i)	Owner:	**KOLKATA PORT TRUST**
ii)	Title**:**	Tender for outside painting to office bldgs. of Mooring Master, Chief Materials' Master, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.
iii)	Location:	The work shall have to be executed at inside of KPD dry dock area, mooring master office, CMM compound and KP Dock-I (East).
iv)	Road access:	Garden Reach Road/C.G.R. Road.

3) **Work Site:**

The work site is located at at inside of KPD dry dock area, mooring master office, CMM compound and KP Dock-I (East). Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Senior Executive Engineer (KPD) at his office at 51, C.G.R. Road, Kolkata - 700 043** in order to make the site inspection along with his representative.

4) **Sufficiency of Tender:**

i)The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

ii)The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all

matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

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

iv) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.

5) **Responsibility of the Contractor for methodology of works:**

i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

ii)The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary detailes.

iii) Approval for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., and obtain prior approval of the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

6) **Quality Control:**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work.

The quality control function shall include but not be limited to the following items.

a) Sampling and Testing of Construction Materials:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer.

b) Sampling and Testing of work at various stages of construction:

Essentially to be carried out in the field, unless permitted otherwise by the Engineer.

7) **Setting out of work and initial measurements:**

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked

by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

8) **Method of Measurement:**

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

9) **Codes and Standards:**

All works under this specification will be executed according to the spirit of this technical specification. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Road Congress (IRC) / Indian Standard (IS) Specifications and International Code of Practice will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

10) **Materials & Workmanship:**

All materials, unless otherwise mentioned, shall have to be procured by the successful tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best if the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

11) **Safety**:

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost. The Contractor shall provide lights and signals at his own cost. Lights shall be so placed or screened so as not to interfare with any navigational light or signal or other marking.

12) **Programme and Progress:**

The contractor shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

13) **Temporary Works:**

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures. Payment to the labourers to be made as per the acts fixed by Chief Labour Commissioner (Central).

14) **Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statuary amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. Payment to the labourers to be made as per the acts fixed by Chief Labour Commissioner (Central) and revision from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

15) **Protection of existing services:**

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

16) **Cleaning during execution and after completion:**

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/yards, dispose of the debris/dismantled unserviceable materials beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

17) **Contractor to execute Contract Agreement:**

The contractor after acceptance of his tender, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents, correspondence, connected papers etc. as detailed in the above from of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in

sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

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

18) **Discrepancies in Contract Documents:**

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of one and in case of discrepancies the **Specifications and Bill of Quantities** shall prevail over **signed drawings**, **Bill of Quantities** over the **Specifications**, **Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

19) **Employment of Local Resources:**

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

20) **Calcutta Port Trust**:

The expression **"CALCUTTA PORT TRUST'** appearing anywhere in the tender documents, shall be constructed to read as **"KOLKATA PORT TRUST"**.

21) **Workmen and Wages:**

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

22) **Port Area Obligations:**

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

The contractor shall, abide by all the regulations and rules of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.

23) **Bank Guarantee in lieu of Cash Security Deposit:**

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5** of **General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

24) **Dewatering:**

If water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, ,pumpings or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering.

25) **Test Equipments:**

The Contractor shall provide at his own cost all necessary equipments and all necessary facilities for such testing which by the nature of work will have to be done at Site. It may be noted that the equipments are to be provided and testing carried out as per direction of the Engineer without any reservation and at the cost and expenses of the Contractor.

Except otherwise stated in the Bill of Quantities any other testing of materials or workmanship desired by the Engineer shall have to be carried out by the Contractor at his own cost.

26) **Materials and Testing:**

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform the relevant Indian Standard. Materials

thus supplied shall be subject to testing by the Engineer at his discretion. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory as directed by the Engineer and also to deposit with the laboratory necessary charges for testing. Cost of such testing will be initially borne by the contractor. In the event of material being adjudged substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost.

27) **Dock Permit**:

For works in Dock area, Dock permit is required for men, materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT**.**

28) The work has to be carried out in a operational zone. The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

29) Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store/sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions/directions of Engineer-in-Charge and no extra cost will be entertained for this.

30) **Measure against Pollution:**

The Contractor shall have to take proper measure against environmental pollution during execution of work as directed by the Engineer.

31) **Defect Liability Period:**

The defect liability period for the work is **1 (One)** year from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including $19^{1}/_{4}$ % departmental charges will be recovered from the security deposit or any other dues of the contractor.

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कोलकाता पत्तन न्यास

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

SCHEDULE – "T"

The tenderer shall submit below the particulars of Technical set up of company and also indicate the Technical personnel who will be looking after the works.

Name of Technical personnel	Position held	Qualification	Period of service with the company

Dated, the ..... (Full Signature of the Tenderer)

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CIVIL ENGINEERING DEPARTMENT

SCHEDULE – "O"

Tenderers must fill in the undernoted columns:

Sl. No.	Full Particulars of similar works carried out by tenderer	Amount of work	Completion time as stated in tender	Actual Completion time	Name & Address of authorities for whom work was carried out	Name & Address to whom references can be made

SCHEDULE –"O" Sheet – 2

The tenderers are also requested to furnish the following particulars

(A) **In case of a Limited Company**

1. Name of the Company	:
2.Address of its present registered office	:
3.Date of its incorporation	:
4.Full name and address of each of its directors any special particulars as to Directors if desired to be stated	:
5. Name, address and other necessary particulars as to Managing Agents if any appointed by the Company	:
6. Copies of Memorandum, Articles of Association (with the latest amendments if any)	:
7. Copies of audited Balance sheets of the Company for the last three years	:

(B) **In case of a firm**

1.Name & Address of the firm	:
2. When business started	:
3.If registered, a certified copy of the certificate of Registration	:

4. A certified copy of the Deed of Partnership	:
5. Full Name & Address of each of the partners and the interest of each partners in the partnership, any special particulars as to partners if desires to be stated.	:
6. Whether the firm pays income tax over Rs.10,000/- per year. 7. Copies of audited Balance sheets of the Company for the last three years	:

(c) **In case of an Individual**

1. Full name & address of the tenderer, any special particulars of the tenderer if desired to be stated.	:
2. Name of the father of the tenderer	:
3. Whether the tenderer carries on business in his own name or any other name.	:
4. When business was started and by whom.	:
5. Whether any other person is interested in the business directly or indirectly. If so, name, address etc. of such persons and the nature of such persons and the nature of such interest.	:
6. Whether the firm pays income tax over Rs.10,000/= per year. 7. Copies of audited Balance sheets of the Company for the last three years	:

Dated, the..... Full signature of the Tenderer

(Proforma of Performance certificate/credential of works)

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No) : ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

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CIVIL ENGINEERING DEPARTMENT

१५, स्ट्रैंड रोड, कोलकाता -७००००१

15, Strand Road, Kolkata – 700001

NIT No.:KOPT/KDS/CIV/T/2080/61 dated 02.02.16

NOTE: Last Date of Purchase/Download **of tender documents** : 16.02.2016(up to 1400 hours)

Tender is due for submission by 3:00 P.M.

On 17.02.2016

PRICE BID(COVER-II)

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Outside painting to office bldgs. of Mooring Master, Chief Materials' Manager, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme.

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Dated : 02.02.16
15, Strand Road,
Kolkata-700001

अ. कु. जैन / **A.K. Jain**

मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

PREAMBLE TO THE BILL OF QUANTITIES

TENDER FOR "Outside painting to office bldgs. of Mooring Master, Chief Materials' Manager, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme."

TENDER NO: KOPT/KDS/CIV/T/2080/61 Dated:02.02.2016

1. The Bill of Quantities must be read in conjunction with the General Conditions of Contract, the Special Conditions of Contract, preamble to the Bill of Quantity, Form of Tender and the agreement, the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

3. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

4. Where separate items such as mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

5. Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-

(a) The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

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

(c) Setting out including the location and preservation of survey markers, measurement and supervision.

(d) The provision, storage, transpsort, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

(e) All First Aid, Welfare and safety requirements.

(f) Damage caused to the works, plants, materials and consumables stores caused by weather.

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

6. The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

7. The quantities given in the Bill of Quantity are estimated only and are given to provide a basis for comparison of tender. Payment to the contractor shall be made on the basis of prices and rate quoted in the tender for measured quantities of the work done by him. It must be clearly understood that this is a quoted rate tender at percentage above par/at par/below par as the case may be on estimated amount and not lump sum one. The quantities of work required to be carried out by the contractor may vary.

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CIVIL ENGINEERING DEPARTMENT

BILL OF QUANTITIES

TENDER FOR "Outside painting to office bldgs. of Mooring Master, Chief Materials' Manager, D.B.M., Dry Dock Supdt., Sr. Ship-Wright, Supdt. K.P. Dock, Environment Division in connection with Swachh Bharat programme."

TENDER NO : KOPT/KDS/CIV/T/2080/61 Dated: 02.02.2016

BILL OF QUANTITIES

Item No.	Description of item	Unit	Qty,	Rate	Amount
1	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches,levelling, dressing and ramming the bottom, bailing out water as required complete. (a) Depth of excavation not exceeding 1,500 mm.	%Cum	20.00	12047.00	2,409.40
2	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. a) In ground floor including roof.	Cu.M.	3.00	451.00	1353.00
3	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m In ground floor including roof. (a) upto 150 mm. thick .	Cu.M	2.00	949.00	1898.00

4	Dismantling R.C. floor, roof, beams etc. including cutting rods and removing rubbish as directed within a lead of 75 m. including stacking of steel bars. (a) In ground floor including roof.	Cu.M.	3.00	1975.00	5925.00
5	Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed.	Sq.m.	400.00	19.00	7600.00
6	Cutting chase upto 125 x 150 mm. and subsequent mending of damages. in brick wall [Cement-3.6 Kg/Mtr] .	Mtr	20.00	101.00	2020.00
7	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer incharge	Cu.M.	200.00	168.00	33600.00
8	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (i) Pakur Variety	Cu.M.	5.00	6804.43	34022.15
9	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after ompletion of works (upto roof of ground floor) (When the height of a particular floor is more than 4 m the equivalent floor height shall be taken as 4 m and extra for works beyond the initial 4 m ht. shall be allowed under 12 (e) for every 4 m or part thereof) (a) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge.	Sq.m.	10.00	360.00	3600.00

10	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge blackannealed wire at every intersection, complete as per drawing and direction. (a) For works in foundation, basement and upto roof of ground floor/upto 4 m (i) Tor steel/Mild Steel	M.T.	0.20	61936.00	12387.20
11	Brick work with 1st class bricks in cement mortar(1:6)				
(a)	In foundation and plinth	Cu.M.	2.00	5719.00	11438.00
(b)	In superstructure, ground floor	Cu.M.	2.00	5943.00	11886.00
12	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame exluding cost of concrete, Iron Butt Hinges and M.S clamps.(The quantum should be correted upto threedecimals). Sal : Local.	Cu.M.	0.25	89279.00	22319.75
13	Taking out shutter of door and window,dismantling by parts (for repair or replacement of damaged parts), reassembling and refitting and rehanging same with old fittings but with new screws as necessary. (Where different parts of same shutter are renewed under different item, payment under item 13 will be made once	Sq.M	25.00	128.00	3200.00
14	Taking out door and window shutters and rehanging the same with old fittings. (a) With new iron screws.	Sq.M	30.00	78.00	2340.00

15	Panel shutters of door and window, as per design (each panel consisting of single plank without joint), including fitting and fixing the same in position but excluding the cost of hinge and other fittings. In ground floor.(In case of non-supply of single plank, penal rate of reduction of 20% will be made)				
	35mm thick shutters with 19mm thick panel of size 30to 45 Cm. Sishu, Gamar, Champ,Badam,Bhola, Mogra,Hallak.	Sq.m.	10.00	3335.00	33350.00
16	Glazed shutters of doors, windows, fan light, clerestory windows etc. as per design (with ordinary glass of 7.4kg./sq.m. 3mm. Thick) fitted with putty bed and teak wood bead and nails including fitting and fixing shutter in position but excluding the cost of hinges and other fittings.cost of glass, putty, wooded beads etc.will be paid separately.ii) 35mm thick shutters. Sishu, Gamar, Champ,Badam,Bhola, Mogra,Hallak.	Sq.m.	10.00	3026.00	30260.00
17	Styles and rails of wooden shutters fitted and fixed complete. (Payment to be made on area of new work only). In Ground Floor: 35mm Thick shutter. sishu, Gamar, Champ,Badam,Bhola, Mogra,Hallak.	Sq.m.	5.00	2569.00	12845.00
18	(a) Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sq.m.	1025.00	41.00	42025.00
	(b) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sq.m.	850.00	31.00	26350.00
19	(A) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary with super gloss (hi - gloss) : 				

	(a) On steel or other metal surface : Two coats (with any shade except white)	Sq.m.	850.00	86.00	73100.00
	(b) On timber or plastered surface : (iv) Two coats (with any shade except white)	Sq.m.	1025.00	89.00	91225.00
20	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] (i) With 1:6 cement mortar				
(a)		Sq.m.	150.00	181.00	27150.00
	20 mm thick plaster				
(b)		Sq.m.	250.00	156.00	39000.00
	15 mm thick plaster				
21	Rule pointing to brick work in cement mortar (1:4) including raking out joints & top finishing.	Sq.m.	300.00	84.00	25200.00
22	Scraping of moss, blisters etc.thoroughly from exterior surface of walls necessitating the use of scraper, wire brush etc.(Payment against this item will be made only when this has been done on the specific direction of theEngineer-in-charge)	Sq.m.	7100.00	7.00	49700.00
23	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or cencrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paintincluding scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC.In Ground Floor:(a) One Coat				
	(a) in ground floor	%Sq.M	3800.00	3404.00	129352.00

	(b) in first floor	%Sq.M	3300.00	3476.00	114708.00
24	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer. (Two Coat) Normal Acrylic Emulsion				
	(a)In Ground floor	Sq.m.	3800.00	73.00	277400.00
	(b)In first floor	Sq.m.	3300.00	73.72	243276.00
25	Supplying best Indian sheet glass panes set in putty and fitted and fixed with nails and putty complete. (In all floors for internal wall & upto 6 m height for external wall) 3 mm thick (weighing 7.4 kg/Sq.m)	Sq.M	5.00	544.00	2720.00
26	Renewing worn out putty of glass panes : (a) Panes not exceeding 0.2 Sq.m	Each	25.00	35.00	875.00
27	Supplying, fitting & fixing UPVC pipes AType and fittings conforming to IS:13592-1992 with all necessary clamps nails,including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc if necessary and mending good damages including joining with jointing materails (Spun Yarn, Valamoid/Bitumen/M-Seal etc) complete. A) UPVC Pipes: 110 mm. Dia.	Metre	25.00	291.00	7275.00
				Total Rs. =	**13,81,809.50**

C.O. to next page

B. F. From Previous Page Total Amount = Rs. 13,81,809.50

Tenderer to fill up the following [score out which is not applicable]

(a).....%
(in figure)

} Below par (-) Rs.

.....Percent
(in-words)

(b)..... At par NIL

(c).....%
(in figures)

} Above par (+) Rs.

..... Percent
(in words)

Total Tendered Amount: Rs.

Total tendered amount (in words.....

.....

[The rate quoted shall include all taxes and duties as applicable excluding Service Tax. Service Tax will be reimbursed by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in days work..... numbers

Permanent Income Tax A/C.No... .....

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated above are to be carried over to Form of Tender attached]

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Chief Engineer,
Kolkata Port Trust.

I/We_____
_____having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within 5(five) months from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs.

(Repeat in words) _____

_____

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated: (Signature of Bidder with Seal)

WITNESS :
Signature :
Name :
(In Block Letters)
Address:
Occupation:

Name of the Bidder :
Address :

Address :
Occupation :

KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

&

HALDIA DOCK COMPLEX

CIVIL ENGINEERING DEPARTMENT

15, STRAND ROAD, KOLKATA -700001

GENERAL CONDITIONS OF CONTRACT

FORMS AND AGREEMENTS

SANCTIONED BY TRUSTEES
UNDER RESOLUTION NO.92
OF
THE 6TH MEETING HELD ON 27TH MAY, 1993
&
UPTO LAST AMENDMENT UNDER RESO.No.210 OF
THE 13TH MEETING HELD ON 26TH FEBRUARY,2013.

(Copy of Booklet Published on May, 1993)

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GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.

1.1. "**Employer**" or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.

1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.

1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer' so designated.

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

1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.

1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.

1.15. **"Month"** means English Calendar Month.

1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.

1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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

2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

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

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

2.3. The Engineer shall have full power and authority

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(c) to order for any variation, alternation and modification of the work and for extra works.

(d) to issue certificates as per contract.

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) to grant extension of completion time.

2.4. The Engineer's representative shall:

(a) watch and supervise the works.

(b) test and examine any material to be used or workmanship employed in connection with the work.

(c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(d) take measurements of work done by the contractor for the purpose of payment or otherwise.

(e) order demolition of defectively done work for its reconstruction all by the Contactor at his own expense.

(f) have powers to issue alteration order not implying modification design and extension of completion time of the work and

(g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

2.5. Provided always that the Engineer's Representative shall have no power:

(a) to order any work involving delay or any extra payment by the Trustees,

(b) to make variation of or in the works and

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows:

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down,

removal, breaking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

(c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.

(e) Payment of taxes and duties and compliance of all applicable statues, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

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

3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.

3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

3.4.

(a) Earnest Money Deposit shall be @ 2 % of the estimated cost and will be applicable for works/service/O&M contract only and not for procurement contract.

(b) There will be no minimum ceiling of Earnest Money which will be 2 % of the estimated cost up to an estimated cost of ₹ 10 crores and for estimated cost above ₹ 10 crores, it will be ₹ 20 lacs + 1 % of the estimated cost by which it exceeds ₹ 10 crores .

(c) Upto Rs 10 lacs, Earnest Money will be accepted only by Banker's cheque /Demand Draft/ Pay Order payable at Kolkata or Haldia as the case may be. Earnest Money deposit beyond 10 lacs may be accepted in the form of Bank Guarantee issued by an Indian nationalized/schedule bank for the amount which it exceeds 10 lacs..

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	₹ 50000/-	Any tender priced up to ₹ 10,00,000/-
B	₹ 25,000/-	Any tender priced up to ₹ 5,00,000/-
C	₹ 15,000/-	Any tender priced up to ₹ 3,00,000/-

(d) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

(ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

(e) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury

Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

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

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to ₹ 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than ₹10,00,000/- and up to ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½ % on the balance	1% on first ₹ 10,0,000/- + ½ % on the balance
For works costing more than ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½% on next ₹ 10,00,000/- + 5 % on the balance	1% on first ₹ 10,0,000/- + ½ % on next ₹ 10,00,000/- + ¼ % on the balance

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

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

3.5.

(i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees

shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

3.7. Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc., a document called **Integrity Pact Agreement** duly signed by their authorized representative. The proforma of the Integrity Pact Agreement shall as specified in the G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

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

(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:

1. The Indian Contract Act, 1872.
2. The Major Port Trust, Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers' Act, 1948.
7. The Indian Arbitration Act (1940) and latest amendment (in the case of a definite arbitration Agreement only).

4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.

4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the properly of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.

4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.

4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.

4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works.

The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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

4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part there of shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.

4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

(a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.

4.18. The Contractor’s quoted rates shall be deemed to have been inclusive of the following:

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

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

4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.

5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.

5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:

(a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.

(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contactor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract.

These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to affect timely supply thereof.

(e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19.25% extra over the higher one of the following:

1. The issue rate of the materials at the Trustees' Stores, and
2. The market price of the material on the date of issue as would be determined by the Engineer.

5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and

proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

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

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor, or
2. Necessary by reason of climatic conditions on the site, or
3. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.

5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of

the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6. TERMS OF PAYMENT:

6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative the measurement shall be taken ex-parte by the Engineer's representative and those shall be accepted by the Contractor.

6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable' sum of the said bill,

subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be ₹ 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that:

i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.

ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretion.

iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.

v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.

vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from

the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

7. VARIATION AND ITS VALUATION:

7.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

a) Increase or decrease the quantity of any work included in the contract.

b) Omit any work included in the contract.

c) Change the Character or quality or kind of any work included in the contract.

d) Change the levels, lines, position and dimensions of any part of the work, and

e) Execute extra and additional work of any kind necessary for completion of the works.

7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall there upon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No. 8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every

week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.

8.3. Without being liable for any compensation to the Contractor , the Trustees may , in their absolute discretion , terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him .

(v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be

expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of talking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.

9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i)The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from

G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

10.1. In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , l940 or any statutory modification thereof.

10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item

of disputes and respective claim referred to him by each party and give reason for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and or any amendment thereof , rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5. Provided always as follows:

(a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs. 40,00,000/-.

(b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

(c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

(d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5 (b) and 10.5 (c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

(e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

****

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.....

To,

.....

I/We.....of .....

having examined the site of works, inspected the Drawings and read the Specifications, General and Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities with ..... month/week from the date of the order to commence the work and in the event of our Tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)

(Repeat in words) **(Not to be filled up)**

****

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

(* This should be scored out in the case of labour contracts)

I/We have deposited with KOLKATA PORT TRUST, a sum of .....vide Pay Order / Demand Draft No.....dt..... of.....(name of Bank) as Earnest Money.

I/We agree that period for which the Tender shall remain open for acceptance shall not be less than four months.

Signature of the Tenderer
(Seal of the Tenderer)

Name of the Tenderer .....
Dated: .....
Address: .....
.....

Witness:

Signature _____

Name _____
(In Block Letters)

Address: _____
_____
_____

Occupation: _____

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this .....day of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (thereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and .....(hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz. .....and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to from and be read and construed as part of this Agreement, viz.
   (a) The said Tender / Offer & the acceptance of the Tender / Offer
   (b) The General Conditions of Contract
   (c) The Special Conditions of Contract
   (d) The Conditions of Tender
   (e) The Technical Specifications
   (f) The Schedule of Rates
   (g) The Terms of Payment
   (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The Seal of……
……..

Was hereunto affixed in the presence of:
Name----------
Address----------
……

Or

SIGNED, SEALED AND DELIVERED

by the said ……..

In the presence of:

Name----------
Address: ----------
……

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name……

Address: ……..

KOLKATA PORT TRUST

FORM G.C.1

Contractor: ----------
Address: ----------
.....
Date of Completion: .....

Dear Sir/s,
This is to certify that the following works viz.
Name of the Work ----------
.....
Estimate Number E.E.O .....dt.....
C.E.O.....dt .....
Work Order Number ---------- dt----------
Allocation ----------
Contract Number ----------
Which was carried out by you is in the opinion of the undersigned completing in every respect on the _____ day of _____.20_____ in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ---------- days /weeks / months / years.

From the.....day of ..... 20 .....
to the .....day of ..... 20 .....

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ( )
The Deputy Manager ( )
Financial Adviser & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

KOLKATA PORT TRUST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.
The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work ----------

Estimate No. E.E.O. No. ..... dt .....

C.E.O. No .....dt .....

Work Order No.....dt .....

Contract No. ----------

Resoln. No & Meeting No ----------

Allocation ----------

Which was carried out by Shri / ----------

Messrs.....is now complete in every respect in accordance with the terms of the Contract and that all the obligations under Contract have been fulfilled by the Contractor.

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn:.....)

(Address, the Trustees' Official, mentioned in the work Order and under whom the Contract was executed)

Dear Sir,

I / We do hereby declare that I / We have received full and final payment from Kolkata Port Trust for the execution of the following work, viz.

Name of Work ----------

Work Order No ..... dt .....

Contract No ..... dt.....

Agreement No .....dt.....

and I / We have no further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

.....

(Official Seal of the Contractor)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE
NO.....DATE.....
Name of issuing Bank .....
Name of Branch.....
.....
Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ---------- ..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at ....
(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for .... (write the name of the work as per Work Order) in terms of the Work order No .... ated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs .... (Rupees ....)
we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees ....)
We.....Branch,Kolkata .....Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata .... /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... .....(Name of Bank), ... Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ...Branch,Kolkata ..... /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the

Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,…….……Branch,Kolkata…….……/Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us, ……..… …… Branch, Kolkata …….. / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court , can be valid ground for us, ……. ……. …… ……. …Branch,Kolkata ……. /Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, ……. Branch, Kolkata …… / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of ……day of ……..20…….and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to ……. Or any extension thereof made by us, ……..Branch, Kolkata ……../ Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, …… …… …… …… …… …… Branch, Kolkata ……. / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ……. Branch, Kolkata ……../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,……Branch, Kolkata……/Haldia.

5. We ..... Branch, Kolkata ….../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....
BRANCH.....
Kolkata...../ HALDIA.

(OFFICIAL SEAL OF THE BANK)

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as "The Principal"

And

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).
In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **"Guidelines on Indian Agents of Foreign Suppliers"** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex "B".

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to the valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of KoPT.

Section 9 - Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case,

the parties will strive to come to an agreement to their original intentions.

_____

_____

(For & on behalf of the Principal) (For & on behalf of Bidder/Contractor)
(Office Seal) (Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address) _____
_____
_____
_____

Witness 2:
(Name & Address) _____
_____
_____
_____