



## E-TENDER DOCUMENT FOR CIVIL WORKS

e-Tender

for

Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order.

NOTICE INVITING e-TENDER No.

CE/South/163/ 2016/T-05 dated 05/10/2016.

E- Tender No :- Ko.P.T/Kolkata Dock System/CE/95/16-17/ET/261

अधीक्षण अभियंता(सिविल), साऊत का कार्यालय/  
Office of the Superintending Engineer (Civil),South  
सिविल इंजीनियारिंग बिभाग / Civil Engineering Department  
KOLKATA PORT TRUST

कोलकाता पत्तन न्यास

51,सि.जि.आर.रोड, कोलकाता – 700 043/

51, C G R Road, Kolkata – 700 043

Mobile :- 9674720068/ 9674720079

e-mail :- [k.ghosh@kolkataport.gov.in](mailto:k.ghosh@kolkataport.gov.in)

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Superintending Engineer (Civil), South Section under Civil Engineering Department of Kolkata Port Trust invites E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for **"Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order."** with a completion time / (period of execution) of 12(twelve) months as per the details specified in the following tender document. Bid / Tender Document may be seen from MSTC website or Kolkata Port Trust website. Corrigenda or clarifications, notices if any, shall be hosted on the above mentioned websites only.

**This being an e-tender, bidders / tenderers shall have to participate in bidding process through the website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.**

**SCHEDULE OF TENDER (SOT)**

<b>1</b>	<b>NOTICE INVITING e-TENDER No:-</b>	<b>CE/South/163/2016/T-05 dated 05/10/2016.</b>
<b>2</b>	<b>MODE OF TENDER</b>	Two part e-procurement i.e e-tender system ONLY. (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. Against this NIT , no physical tender is acceptable by Kolkata Port Trust.
<b>3</b>	<b>E-Tender No.</b>	Ko.P.T/Kolkata Dock System/CE/95/16-17/ET/261
<b>4</b>	<b>Date of NIT available to parties to download</b>	From 12:00 PM on 15/10/2016 to 3:00 P.M on 16/11/2016
<b>5</b>	<b>Pre-Bid Meeting starting date &amp; Time</b>	N.A
<b>6</b>	<b>Pre -Bid Meeting closing date &amp; Time</b>	N.A
<b>7</b>	<b>Estimated amount put to tender</b>	₹ 5,89,108.77 (Rupees Five Lakh Eighty Nine thousand one hundred eight & paisa seventy seven only)
<b>8 (i)</b>	<b>Earnest Money Deposit</b>	<b>"Earnest Money Deposit"</b> of ₹ <b>11,783 (Rupees eleven thousand seven hundred eighty three only)</b> in the form of Banker's Cheque / Pay Order / Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of <b>"Kolkata Port Trust"</b> , payable physically to the office of Superintending Engineer(Civil), South Division.
<b>(ii)</b>	<b>Contractor's enlistment :-</b>	<b>ENLISTED CLASS A CONTRACTORS</b> of Civil Engineering Department <b>ARE EXEMPTED FROM SUBMISSION OF EMD</b> and shall submit photocopy of Treasury Receipt(s) of permanent Security Deposit submitted by them.

(iii)	<b>Tender Cost [ Non-Refundable]</b>	In the form of a Banker's cheque / Pay Order/ Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of " <b>Kolkata Port Trust</b> " of ` 600(Rupees Six Hundred only) as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be.
(iv)	<b>Transaction Fee [ Non-Refundable]</b>	` 339/- (Including Service Tax & other charges @15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A )
9 (i)	<b>Last date of submission of EMD &amp; Bid Document fee at KDS</b>	17/11/2016 up to 3:00 P.M.
(ii)	<b>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</b>	Three working (banking) days before the last date of closing of online bidding for the e-tender.
10(i)	<b>Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b>	15/10/2016 from 12:00 P.M
(ii)	<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	17/11/2016 at 3:00 P.M.
(iii)	<b>Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)</b>	17/11/2016 shortly after 3:30 P.M.

**Note:-** Date of opening of Part II i.e. price bid shall be informed / intimated to the participating bidders in due course after evaluation of techno-commercial bids regarding eligibility / pre-qualification of bids / offers received.

**List of Annexure to this SOT**

- |       |   |                      |
|-------|---|----------------------|
| (i)   | Important Instructions for E- procurement         | :- <b>Annexure-A</b> |
| (ii)  | Commercial Terms & Conditions                     | :- <b>Annexure-B</b> |
| (iii) | Techno Commercial Bid                             | :- <b>Annexure-C</b> |
| (iv)  | List of Scanned Documents required to be uploaded | :- <b>Annexure-D</b> |
| (v)   | Price Bid   | :- <b>Annexure-E</b> |
| (vi)  | General Conditions of Contract                    | :- <b>Annexure-F</b> |

**Important instructions for E-procurement**

**Ref:-e-Tender for "Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order "**  
**[NleT No:-CE/South/163/ 2016/T-05 dated 05/10/2016]**

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

The bidders / tenderers are requested to read the terms & conditions (Annexure-B) of this tender before submitting their online tender / offer. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

<b>1.</b>	<b>Process of E-tender :-</b>		
<b>(A)</b>	<p><b>Registration:</b> The process involves bidder's / tenderer's (i.e vendor's) registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE:</b> THE TECHNO COMMERCIAL BID [<b>except Banker's Cheque / Demand Draft towards Cost Of Tender / Earnest Money Deposit in physical form</b>] HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>.</p>		
<b>(i)</b>	Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Register as Vendor under KOPT- Filling up details and creating own user id and password → Submit.		
<b>(ii)</b>	Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.		
	In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).		
	<b>Contact person (KoPT):</b>		
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">1. A.Bagchi Executive Engineer (South) Mobile No. 9674720079</td> <td style="width: 50%; vertical-align: top;">2. K.Ghosh Superintending Engineer (South) Mobile No.9674720068</td> </tr> </table>	1. A.Bagchi Executive Engineer (South) Mobile No. 9674720079	2. K.Ghosh Superintending Engineer (South) Mobile No.9674720068
1. A.Bagchi Executive Engineer (South) Mobile No. 9674720079	2. K.Ghosh Superintending Engineer (South) Mobile No.9674720068		
	<b>Contact person (MSTC Ltd):</b>		
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</td> <td style="width: 50%; vertical-align: top;">2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td> </tr> </table> <p style="text-align: center;">Landline:03322901004</p>	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in		
	3.Ms Sumona Maity Management Trainee(E-Commerce) Mobile-0983155225 Email-smaity@mstcindia.co.in		

<b>(B)</b>	<b><u>System Requirements:</u></b>
<b>(i)</b>	Windows 98 /XP-SP3 & above/Windows 7 Operating System
<b>(ii)</b>	IE-7 and above Internet browser.
<b>(iii)</b>	Signing type digital signature
<b>(iv)</b>	JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)

<b>2</b>	<b><u>OPENING OF TENDER :-</u></b>
<b>(A)</b>	Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
<b>(B)</b>	Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by Ko.P.T. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

<b>3</b>	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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<b>4</b>	<p><b><u>Special Note towards Transaction fee:-</u></b></p> <p>PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below.</p> <p><b>Bank Details :</b> Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>The bidders / vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p><b>NOTE :</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC. Contact Details : Fax No. : 033- 22831002 Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in. Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. <b><u>Transaction fee is non-refundable.</u></b></p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
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5	<p>In case of failure to submit / access the payment towards cost of tender document &amp; EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and Kolkata Port Trust (Ko.P.T) will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Bank Draft/Banker's Cheque/pay Order etc. well in advance and upload the scanned copy of the same.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Ko.P.T Hence the bidders are required to ensure that their <b>contact email I.D</b> provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7(i)	<p>Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p>
(ii)	<p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a> of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9	<p><b><u>Bidding in e-tender:</u></b></p> <p>(i) Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Ko.P.T.</p> <p>(ii) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>(iii) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>(iv) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p>

(v)	After filling the Techno-Commercial Bid, bidder should click „save“ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
(vi)	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
(vii)	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
(viii)	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
(ix)	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.
(x)	It is mandatory that all the bids are submitted with <b>digital signature certificate</b> otherwise the same will not be accepted by the system.
(xi)	Ko.P.T reserves the right to cancel or reject or accept or withdraw or re-invite the tender in full or part as the case may be without assigning any reason thereof.
(xii)	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
(xiii)	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10	Any order resulting from this open e-tender shall be governed by the commercial terms and conditions mentioned in this tender document.
11	No deviation to the technical and commercial terms & conditions are allowed.
12	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false subsequently, EMD of such bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against such bidders.

<b>17</b>	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C/ Ko.P.T website.
<b>18</b>	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC"s (DISTRICT INDUSTRIES CENTRE) Certificate.
<b>19</b>	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for which they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
<b>20</b>	Copy of valid NSIC Certificate for MSEs along with DIC"s(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
<b>21</b>	Due date of submission of tender will not be extended under any situation.
<b>22</b>	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be scrutinised at the time of evaluation of bids.
<b>23</b>	Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

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<b>Commercial Terms &amp; Conditions</b>
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Ref:- e-Tender for "Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order "  
[NleT No:-CE/South/163/ 2016/T-05 dated 05/10/2016]

1	<b>Earnest Money Deposit :-</b>	As detailed in SOT / NIT
2	<b>Tender Cost :- [ Non-Refundable]</b>	As detailed in SOT / NIT
3	<b>Transaction Fee :- [ Non-Refundable]</b>	As detailed in SOT / NIT
4	<b>Evaluation Criteria :-</b>	Lowest offer Basis.
5	<b>Type of tender :-</b>	Percentage Below / At Par / Above Basis.
6	<b>Currency applicable :-</b>	Indian Rupees.
7	<b>Price Variation clause :-</b>	Not applicable.
8	<b>Basis of amount to be quoted :-</b>	All inclusive rate including all duties and taxes, all labour , material , tools , plants , equipments , consumables , transportation , loading , unloading etc. and other costs required for complete execution of work as defined in General Conditions Of Contract , however EXCEPT SERVICE TAX.
9	<b>Mode of payment to the contractor / successful bidder against the contract:-</b>	To be made through RTGS as per relevant provisions of General Conditions Of Contract based on the actual volume of work done.
10	<b>Basis of payment to labourers by the contractor:-</b>	As per existing rate of Central Labour Commissioner, Government Of India for the period under reference and additionally payment of EPF & ESI as per applicable rates.
11	<b>Security Deposit :-</b>	As per clause No. 3.6 of General Conditions Of Contract.
12	<b>Performance Guarantee :-</b>	In lieu of Security Deposit as per clause No. 3.6 of General Conditions Of Contract.
13	<b>Defect Liability Period :-</b>	N.A.

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**TECHNO- COMMERCIAL BID**

**Ref:- e-Tender for Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order.**

**[NleT No:-CE/South/163/ 2016/T-05 dated 05/10/2016]**

**CONTENTS:-**

- (i) Notice Inviting (e)-Tender
- (ii) Instructions To Bidders
- (iii) Special Conditions Of Contract
- (iv) Specifications for materials and workmanship.
- (v) General Conditions Of Contract (attached separately as Annexure-F)
- (vi)

अधीक्षण अभियंता(सिविल), साऊथ का कार्यालय/ Office of the Superintending Engineer (Civil),  
South , सिविल इंजीनियारिंग बिभाग / Civil Engineering Department  
KOLKATA PORT TRUST /कोलकाता पत्तन न्यास  
51,सि.जि.आर.रोड, कोलकाता – 700 043/ 51, C G R Road, Kolkata – 700 043

**NOTICE INVITING e-TENDER**

No :- CE/South/163/ 2016/T-05

dated 05/10/2016.

**Sub :- e-Tender for “Miscellaneous plumbing & sanitary repair works as may be necessary at “Portland Park Quarters” of Kolkata Port Trust for a period of one year from date of placement of work order “**

E-tenders are invited from bonafide, resourceful, experienced contractor's for the subject work for an estimated cost of ` 5,89,108.77 as per following Prequalification Criteria on 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 Bidders , Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities.

**Prequalification Criteria:**

1. A) Tenderer should have successfully completed any **CIVIL ENGINEERING WORK Construction / repairing/ renovation / maintenance (petty or thorough) etc.** during last 7[seven] years ending last day of month previous to the one in which applications are invited **of value** 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 average Annual Financial turnover of the intending tenderer during the last 3 years ending 31<sup>st</sup> March of the previous financial year (i.e 2014-2015) should be at least 30% of the estimated amount put to tender.

C) Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.
2. All bidders except Enlisted Class A contractors of CE Department shall have to deposit **physically** a sum of ` **11,783.00** (Rupees eleven thousand seven hundred eighty three 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 Cost of tender document in a sealed envelope superscribing the NIT number , name of work and name and address of the bidder. **SCANNED COPY OF EMD Instrument shall have to be uploaded with this e-tender. Only those tenders for which Earnest Money is submitted shall be considered.**

For bidders registered with CE Department / NSIC who are exempted from submission of EMD / EMD & Cost of tender, shall submit copy of Treasury receipt / such exemption certificate issued by competent authority viz. Ko.P.T/ NSIC in the above envelope in lieu of the corresponding bank instrument.

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 Deposit. If any tenderer withdraws his tender before 4(four) months from the date of opening of the tender (techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.
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 likelihood 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. All Materials, except departmental materials if any, 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 **Indian Standard** or other relevant Specifications.
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 **taxed and duties [EXCEPT SERVICE TAX]** Particularly Excise Duty , 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'.
8. All intending bidders shall be required **TO UPLOAD CERTIFIED LEGIBLE SCANNED COPY** of the following documents along with techno-commercial part of the tender :-
  - (i) Performance certificate(s) / credentials/ work orders & corresponding completion certificates to establish that the bidder fulfill the PQ criteria as in clause 1(A) above.
  - (ii) Last 3 years Balance Sheet, Profit & Loss / Trading accounts (2012-13,2013-14,2014-15) to establish that the bidder fulfill the turn over criteria as in clause 1(B) above and the same should be audited wherever relevant.
  - (iii) PAN card of the bidding firm.
  - (iv) VAT registration certificate.
  - (v) Current Trade License.
  - (vi) Current Professional Tax Clearance Certificate / payment challan.
  - (vii) Employee's Provident Fund Organisation registration certificate / code allotment letter.
  - (viii) Employee's State Insurance Corporation registration certificate / code allotment letter.
  - (ix) Service tax Registration certificate.
  - (x) Duly signed copy of any Addendum / Corrigendum / Drawings to this tender document (if any).

- (xi) Bank draft / Pay order for EMD & cost of tender documents.
- (xii) Original T.R. relating to Permanent Earnest Money Deposit. (for registered contractors) OR NSIC Exemption certificate for exempted category.
- (xiii) Complete set of tender documents including General Conditions Of Contract duly signed under office seal.
- (xiv) Details of the firm as per format Schedule-O & Schedule - T of the tender documents.
- (xv) A declaration duly signed under office seal on company's letter head containing the following declarations :-
- (a) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
9. 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 after placement of Work Order , till which time the tender documents, together with the letter of acceptance / work order will form the contract.
10. The tender [Both Techno Commercial Bid & Price Bid] shall be required to be submitted in electronic format as detailed in Annexure- A given herein before by 3 P.M. on **17.11.2016**. After that no tender will be accepted.
11. Among the duly submitted tenders in which only Techno Commercial Bid would be opened **electronically** shortly after 3.30 P.M. on **17/11/2016**. Date of opening of the Price Bid of **the bidders who techno-commercially qualify** will be intimated later on. If any tenderer or his duly authorised representative wishes to **witness the electronic** opening of the tenders, he may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, **sudden declared** Holidays etc. on **the day of opening of e- tender, the same shall be opened on the next working day shortly after 3 P.M. EXCEPT THIS, THERE SHALL BE NO EXTENSION OF THE TENDER.**
12. 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.
13. **This being an e-tender, documents shall be available ONLY on MSTC website.**
14. A bidder / tenderer shall have to deposit physically a sum of ` 600 (six hundred only) as Cost Of Tender Documents 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 EMD Instrument in a sealed envelope superscribing the NIT number , name of work and name and address of the bidder. SCANNED COPY OF Cost of Tender Instrument shall have to be uploaded with this e-tender. Only those tenders for which Cost Of Tender Documents is submitted shall be considered.
15. The cost of tender documents is non-refundable.

16. 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 / Standing S.D will be forfeited for such action.**
17. Once a Bid is submitted, it will not be allowed to revise even if the date of submission is extended.
18. The completion time / period of execution of the for the works is **12(twelve)** months from the date of placement of work order including preliminary time.
19. The work shall be executed in Portland Park Residential Complex of Kolkata Port Trust. The work is fully land based. The contract shall be executed in accordance with the Trustees GCC (Annexure-F), Special Conditions of Contract and Specifications for materials and workmanship (Annexure-C) and Bill of Quantities (Annexure-E)

**K.Ghosh**

अधीक्षण अभियंता(सिविल), साऊत  
**Superintending Engineer (Civil),South**  
सिविल इंजीनियारिंग बिभाग  
**Civil Engineering Department**  
**KOLKATA PORT TRUST**

## **INSTRUCTION TO BIDDERS/ TENDERERS**

**NleT No: - CE/South/163/ 2016/T-05 dated 05/10/2016.**

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 scrutinize the entire tender documents thoroughly.

2) The tenderers shall inspect the site and its neighbourhood and acquaint 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, they may contact the Superintending Engineer (South) at his office at 51 , CGR Road, Kolkata - 700 043 during office hours before submission of his tender.

3) Tenderers' attention is drawn to Clause 3.4, 3.5, 3.6 of the General Conditions of Contract regarding Earnest Money and Security Deposit prescribed in the tender and Clause 8.0 regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

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

5) The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, 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 during execution of work.

6) The tenderer is to work out his amount at **Percentage above par / below par / at par basis** 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 considered to complete the work in all respect and should include all taxes, octroi, surcharge etc.(excluding Service Tax) payable to Government or any other concern .

Service tax if leviable shall be paid extra by the Trustees at applicable rates. The bidder shall not include Service tax in his rates. In case Service tax is payable , the contractor will be required to submit necessary bill / challan / invoice in accordance with the Service Tax Rules and the contractor is required to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to Ko.P.T . On demand the successful bidder will have to submit documents regarding payment of Service Tax.

9) 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 constructions 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 there under. 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 by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

10) 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.

11) 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. **Bidder shall not use 'White Ink' for correction at any place of the tender paper.**

#### 12) Detailed Scrutiny Of E-Tenders:

(a) During the course of examination of Techno-commercial bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the PQ of NIT shall be opened.

(b) During techno-commercial evaluation of tender, an offer shall be considered **non-responsive** in case :-

- (i) is not accompanied by requisite Earnest Money,
- (ii) is not accompanied by requisite tender cost.
- (iii) does not meet the Pre- Qualification Criteria as stipulated in the NIT.
- (iv) is not accompanied by one or more documents as detailed in clause 8 of NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.
- (vi) The bidder does not upload the requisite documents as per NIT.
- (vii) Validity of offer is less than tender stipulation.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of delisting / black listing by government organisations / PSU's, unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.



**13) 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 breakdown 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.

**14) Submission of required documents with tender:-**

In case a bidder submits valid Professional tax Clearance Certificate / Challan valid for the last completed financial year and not the current one and if he is awarded the contract then it will be the contractor's responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.

**15) EVALUATION CRITERIA:-**

During evaluation of Price Bid, provided that the bidder submits his offer following e-tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.

**16) ACCEPTANCE OF TENDER:-**

- (i) Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- (ii) Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- (iii) The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement and fulfill all his obligations as required by the Contract.

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## **SPECIAL CONDITIONS OF CONTRACT**

**NleT No: - CE/South/163/ 2016/T-05 dated 05/10/2016.**

1. **General:-**These conditions 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. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Instructions to Bidders, Bill of Quantities and other documents forming part of this Contract. If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.
  - o Order letter.
  - o Bill of Quantities.
  - o Drawings (if any).
  - o Specifications for materials & workmanship.
  - o Special Conditions of the Contract.
  - o General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer shall be final and binding.

**In the General Conditions Of Contract (Annexure-F), wherever the term Senior Executive Engineer appears, the same shall have to be considered as Superintending Engineer.**

2. **Work Site:** The Work site is a fully Residential Complex at Portland Park of Kolkata Port Trust, which includes the official residences of Chairman , Dy.Chairman and other Head Of Departments / high ranking officials of Ko.P.T . As such , this is a sensitive site and all the complaints to be attended at the earliest. The tenderer shall visit the site of works and acquaint him with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience is to be caused to the occupants / residents of the area within the work site during the tenure of his contract.
3. **Access to Site:-** From Burdwan Road / Raja Santosh Roy Road, which are accessible from Diamond Harbour Road. Nearest railway station is Majerhat.
4. **Scope of work:-** The work relates to maintenance of existing plumbing and sanitary system , additions and alterations for improvement of water supply and drainage system and new constructional works as and when necessary at the sites including other works as per enclosed "Bill Of Quantities" along with all additional / ancillary works that are required for successful completion of the work.

The work being petty maintenance in nature, the bidder shall provide in the tender forms a mobile number and an e-mail i.d through which Trustees can contact him during office hours on all days for intimation of requisition of work, in case he becomes the contractor.

When the contractor has been intimated / instructed to carry out any work, the same shall have to be done within a reasonable time frame as decided by the Engineer / Engineer's representative, failing which the work may be got done by the Engineer / Engineer's representative through other agencies at the cost of the contractor (including 19.25% departmental charges) and such amount(s) shall be got deducted from the amount payable to the contractor.

**5. Working Period:-**

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, if required for continuity of work during break down maintenance etc, the contractor shall be required to deploy his workmen round the clock including Sundays & Holidays in addition to the normal working hours to expedite the progress of the work for which no additional payment shall be made beyond the quoted rate.

**6. Time of Completion:-**

The work is periodical maintenance in nature and is required to be carried out during a period of **12(twelve) months** from the date of placement of work order including preliminary time.

**7. Price variation:-**

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.

**8. 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.

**9. Water :-**

Water required for the work shall be provided by the Trustees' as per availability free of cost.

**10. Power Supply :-**

Necessary electrical extension cables for operating machinery is to be made by the contractor at his own cost. If required, KoPT may provide electrical connection at a nearby point **on chargeable basis.**

**11. On account Payments for works:-**

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 account payment.

**12. Forwarding of dismantled & taken out materials :-**

The contractor has to transport the dismantled materials to the Trustees Sales Yard , which is under control Materials management division under M E Department including loading , unloading , carriage and weighing , all at his own arrangement and cost.

**13. Rate for payment against extra Items of works :-**

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 Rates including accepted contractual percentage otherwise:-

(i) The rate of payment of work involving labour & material 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.

**14. Site Godown and Watching: -**

The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after completion of the work at his own cost to leave the site at its initial condition. The Trustees' will, however, allow the construction of godown on the Trustees' land free of rent during execution of the work.

**15. Materials and Transport:-**

All materials, required for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost.

**16. Supervision, Tools & Equipments: -**

The contractor shall have to engage sufficient number of qualified and skilled persons to supervise and execute the work. The contractor should arrange for all necessary tools, plants and equipments etc. required for successful execution of work at his own cost.

**17. Errors in the B.O.Q:-**

In case rate of particular item is printed erroneously in BOQ, the rate stated in the relevant Schedule of rates will prevail over the rate misprinted in BOQ, provided the consideration of the rate as aforesaid does not alter the total amount put to tender.

**18. 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 Dispute Act, 1940 and the Contract Labour (Regulation and Abolition) Act 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

**The successful bidder i.e.the contractor shall be required to pay the labourers the higher of (a) daily Minimum Wage applicable for respective category of labourers in Kolkata [ i.e area A ] as notified through relevant circular of CLC (Central), Govt. Of India and (b) daily Minimum Wage applicable for corresponding category of labourer in Kolkata as per Govt. Of West Bengal Minimum Wage circular, applicable for the relevant period.**

**The contractor shall also be required to pay EPF & ESI contribution for his employees for the subject contract and if instructed by the Engineer , documentary evidence regarding payment of EPF & ESI contribution may have to be submitted for verification.**

It will be the duty of the contractor to abide by the provisions of all the Acts, Byelaws, Ordinances, Rules, Regulations, Statutes 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 Bye-laws and Procedures.

**The contractor shall indemnify the Ko.P.T against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub contractor.**

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 License 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.

**19. Security Restrictions :-**

Keeping in mind the security rules and regulations applicable at Trustees' offices / other premises regarding entry and exit, the successful tenderer shall arrange for necessary permit / ensuring identity of workmen as and when required for men, material and vehicle at no extra cost to the Trustees.

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**SPECIFICATIONS FOR MATERIALS & WORKMANSHIP.**

**NleT No: - CE/South/163/ 2016/T-05 dated 05/10/2016.**

**(i) The materials and workmanship** shall satisfy the specifications stipulated for such type of works as applicable and the job specifications contained in the Bill of quantities of the tender. In absence of the above, relevant Indian standards of latest revision / Specifications given in Government Of West Bengal PWD Schedule Of Rates (latest) shall be applicable.

In absence of any standard/specification/code of practice covering and part of work related to this tender, instructions/directions of the Engineer will be final and binding on the contractor.

In case of specialised items of work, specifications for which are not available in the documents listed above, the manufacturer's instructions/technical manuals shall be followed.

**(ii) Responsibility of the Contractor for methodology of works: -**

(a) 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.

(b) If instructed by the Engineer , 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 details.

(c) 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., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make 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.

**(iii) Quality Control:-**

Quality control is an essential part of the contract 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 at site. If required / warranted, 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) Approval of material prior to use.
- (b) Sampling and testing as directed.
- (c) Removal from site materials non-conforming to the desired quality.

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**List Of Scanned Documents Required To Be Uploaded**

**NleT No: - CE/South/163/ 2016/T-05 dated 05/10/2016.**

Scanned copy of the following documents to be uploaded:-

- (xvi) Performance certificate(s) / credentials/ work orders & corresponding completion certificates to establish that the bidder fulfill the PQ criteria as in clause 1(A) above.
- (xvii) Last 3 years Balance Sheet, Profit & Loss / Trading accounts (2012-13,2013-14,2014-15) to establish that the bidder fulfill the turn over criteria as in clause 1(B) above and the same should be audited wherever relevant.
- (xviii) PAN card of the bidding firm.
- (xix) VAT registration certificate.
- (xx) Current Trade License.
- (xxi) Current Professional Tax Clearance Certificate / payment challan.
- (xxii) Employee's Provident Fund Organisation registration certificate / code allotment letter.
- (xxiii) Employee's State Insurance Corporation registration certificate / code allotment letter.
- (xxiv) Service tax Registration certificate.
- (xxv) Duly signed copy of any Addendum / Corrigendum / Drawings to this tender document (if any).
- (xxvi) Bank draft / Pay order for EMD & cost of tender documents.
- (xxvii) Original T.R. relating to Permanent Earnest Money Deposit. (for registered contractors) OR NSIC Exemption certificate for exempted category.
- (xxviii) Complete set of tender documents including General Conditions Of Contract duly signed under office seal.
- (xxix) Details of the firm as per format Schedule-O & Schedule - T of the tender documents.
- (xxx) A declaration duly signed under office seal on company's letter head containing the following declarations :-
  - (c) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
  - (d) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.

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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 .....2016.

(Full Signature of the Tenderer)



**SCHEDULE - "O" Sheet 1/3**

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

Dated, the .....2016.

(Full Signature of the Tenderer)

**SCHEDULE - "O" Sheet 2/3**

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 Name & Address Of Firm	
2. When business started	
3. If registered, a certified copy of the certificate of Registration	
4. 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 ` 10, 000/- per year.	
7. Copies of audited Balance sheets of the Company for the last three years	

**SCHEDULE - "O" Sheet 3/3**

**(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 father of the bidder.	
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 ` 10, 000/= per year.	
7. Copies of audited Balance sheets of the Company for the last three years.	

**In all cases as in (A) , (B ) & (C) above :-**

1. Bidder's valid telephone numbers (at least two numbers) for contacting during office hours :-	(i)  (ii)
2. Bidder's valid e-mail account address for sending official correspondences :-	

Dated, the .....2016.

(Full Signature of the Tenderer)

PRICE BID

**Ref:- E- Tender for Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order.**

**[NIT No :-CE/South/163/ 2016/T-05 dated 05/10/2016]**

**E tender No :- KoPT/KolkataDockSystem/CE/95/16-17/ET/261**

**CONTENTS:-**

- (i) Preamble to Bill Of Quantities
- (ii) Bill Of Quantities
- (iii) Form Of Tender.

**PREAMBLE TO THE BILL OF QUANTITIES**

**[NIT No :-CE/South/163/2016/T-05 dated 05/10/2016]**

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
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(except Service Tax) 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, plants, 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, transport, 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 consumable stores caused by weather.
  - g) Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.
6. The quantities given in the Bill of Quantities are estimated only and are given to provide a basis for comparison of tenders. Payment to the Contractor shall be made on the basis of prices and rates 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 a lump sum one. The quantities of work required to be carried out by the Contractor may vary.
7. 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.

\*\*\*\*\*

**Brought Forward from page 13 of 13 of the Bill Of Quantities :- ₹ 5,89,108.77**

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

- (a).....%  
(in figures) 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 & duties as applicable excluding Service Tax. Service Tax will be paid by Ko.P.T at applicable rates for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in a day's 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**

**CONTRACT vide NleT No :-CE/South/163/2016/T-05 dated 05/10/2016**

**The Superintending Engineer (South),  
Kolkata Port Trust,  
51, Circular Garden Reach Road  
Kolkata- 700043.**

I/We .....

of .....

having examined the site of works, inspected the Drawings and read the Specifications, General & 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 & prices set out in the annexed Bill of Quantities within ..... **Months**(including preliminary time) 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 there to which may be necessary to give effect to 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. ....**

**(Rupees in words).....**

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

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 the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer

(Seal of the Tenderer)

Witness :

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
(In Block Letters)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_  
Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**BILL OF QUANTITIES**

**Sub :- Miscellaneous plumbing & sanitary repair works as may be necessary at "Portland Park Quarters" of Kolkata Port Trust for a period of one year from date of placement of work order.**

**NleT No :- CE/South/163/ 2016/T-05 dated 05/10/2016.**

SI No	Description of Item	Quantity	Rate (` P)	Unit	Amount (` P)
1	Supplying, fitting and fixing G.I. pipes of TATA make with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, longscrew, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accesories, specials. Payment for painting will be made seperately.)- <b>FOR EXPOSED WORK-Medium quality G.I. pipes.</b>				
(i)	15 mm dia.	40.00	220.00	metre	8800.00
(ii)	20 mm dia.	25.00	260.00	metre	6500.00
(iii)	25 mm dia.	30.00	354.00	metre	10620.00
(iv)	32 mm dia.	3.00	408.00	metre	1224.00
(v)	40 mm dia.	10.00	476.00	metre	4760.00
(vi)	50 mm dia.	10.00	624.00	metre	6240.00
(vii)	80 mm dia.	6.00	955.00	metre	5730.00
(viii)	100 mm dia.	6.00	1206.00	metre	7236.00
2	Supplying, fitting and fixing in position G.I.pipes of TATA make for <b>underground works</b> with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, short piece etc. including cost of all materials, jointing materials, cutting pipes, making threads, cutting trenches upto 1.5 metre below surface in all sorts of soil and refilling the same as directed with two coats of painting on G.I. pipes and specials with bituminous paint complete in all respect. (Payment will be made on the centre line measurement of the total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made seperately.) - medium quality.				
(i)	15 mm dia.	20.00	234.00	metre	4680.00
(ii)	20 mm dia.	15.00	274.00	metre	4110.00
(iii)	25 mm dia.	20.00	368.00	metre	7360.00



SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
(iv)	32 mm dia.	3.00	407.00	metre	1221.00
(v)	50 mm dia.	12.00	604.00	metre	7248.00
<b>3</b>	Labour for fitting and fixing G.I. pipes above ground (exposed) in structures with holder bat clamps including cost of jointing materials, holder bat clamps etc.,as necessary, including cutting pipe, making threads etc. complete in all respect with two coats of painting with approved paint any height. (Payment will be made on the centre line measurement of the total pipeline including specials. Payment of painting will be paid seperately)				
(i)	15 mm dia.	100.00	47.00	metre	4700.00
(ii)	20 mm dia.	60.00	54.00	metre	3240.00
(iii)	25 mm dia.	60.00	54.00	metre	3240.00
(iv)	32 mm dia.	20.00	80.00	metre	1600.00
(v)	40 mm dia.	20.00	93.00	metre	1860.00
(vi)	50 mm dia.	6.00	94.00	metre	564.00
(vii)	80 mm dia.	6.00	95.00	metre	570.00
(viii)	100 mm dia.	6.00	126.00	metre	756.00
<b>4</b>	Labour for fitting and fixing G.I. pipes for under ground work including cost of jointing materials, cutting pipes,making threads etc. complete in all respect including cutting trenches upto 1.5 metre below surface in all sorts of soil and refilling the same as directed with two coats of painting to G.I. pipes and specials with bituminous paint. (Payment will be made on the centre line measurement of the total pipeline including specials. Payment of painting to be paid seperately.)				
(i)	15 mm dia.	20.00	61.00	metre	1220.00
(ii)	20 mm dia.	20.00	68.00	metre	1360.00
(iii)	25 mm dia.	60.00	69.00	metre	4140.00
(iv)	32 mm dia.	6.00	80.00	metre	480.00
(v)	40 mm dia.	20.00	88.00	metre	1760.00
(vi)	50 mm dia.	6.00	90.00	metre	540.00
<b>5</b>	Removing chokage in G.I. pipe including cleaning pipe.				
(i)	15 mm dia.	100.00	7.00	metre	700.00
(ii)	20 mm dia.	80.00	7.00	metre	560.00
(iii)	25 mm dia.	70.00	7.00	metre	490.00
(iv)	32 mm dia.	18.00	9.00	metre	162.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
(v)	40 mm dia.	70.00	9.00	metre	630.00
(vi)	50 mm dia.	20.00	9.00	metre	180.00
6	Labour for dismantling G.I. pipe with fittings.				
(i)	15 mm dia.	420.00	6.00	metre	2520.00
(ii)	20 mm dia.	235.00	6.00	metre	1410.00
(iii)	25 mm dia.	290.00	6.00	metre	1740.00
(iv)	32 mm dia.	50.00	6.00	metre	300.00
(v)	40 mm dia.	120.00	8.00	metre	960.00
(vi)	50 mm dia.	54.00	8.00	metre	432.00
(vii)	80 mm dia.	12.00	11.00	metre	132.00
(viii)	100 mm dia.	12.00	11.00	metre	132.00
7	Renewing specials only of cast iron spun pipe conforming to I.S. 1536/1976 including cutting trenches in any soil or through masonry, concrete etc., if necessary and mending good damages including jointing with Tyton joints as per manufacturer's specifications excluding the cost of concrete or masonry work, if required, but including the cost of filling up trenches (for all dia. specials, payment will be made on the basis of actual weight of the specials).	50.00	102.00	Kg	5100.00
8	Repairing damaged lead caulked joint by cutting trench through any type of surface including taking out lead from the joint, recasting and hammering the same with additional lead and lead wool, refilling the trench and mending good damages of the surface complete in all respect including cost of lead and lead wool -100 mm dia.	5	232.00	Each	1160.00
9	Supplying, fitting and fixing C.I. bracket including two coats of painting.				
(i)	Wash basin, Dental spitton	16	167.00	Each	2672.00
(ii)	Sink, Drain board	16	185.00	Each	2960.00
(iii)	Cistern	16	114.00	Each	1824.00
10(a)	Dismantling wash basin with brackets with or without waste fitting.	18	35.00	Each	630.00
10(b)	Refixing wash basin with brackets with or without waste fitting.	8	71.00	Each	568.00
11(a)	Dismantling sink with brackets with or without waste fitting -above 450 mm and upto 600 mm length	11	53.00	Each	583.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
11(b)	Refixing sink with brackets with or without waste fitting -above 450 mm and upto 600 mm length	8	76.00	Each	608.00
12	Supplying, fitting and fixing alloy iron with brass spindle bib cock/ stop cock of approved brand and make, spray painted and tested to 21 kg per sq. cm-15 mm dia.	30	195.00	each	5850.00
13	C.I. sluice valve with flanged ends drilled to as per I.S. 1358/62 and having all cast iron components as per I.S. 780/71 solid forged bronze inside screw spindle having ultimate tensile strength not less than 4.72 MT per sq. cm. Spindle nut valve and seat faces of hard wear resisting, manufactured from best quality gunmetal conforming to I.S. 780/71, painted black all over with asphalt base paint tested to 21 kg (hydraulic pressure) per sq. cm., valve opening to anticlockwise direction, fitted and fixed complete.100 mm.	1	6000.00	Each	6000.00
14	Rewashing stop cock/ bib cock/ push cock/ pillar cock including gland packing if necessary- 15 mm.	20	14.00	Each	280.00
15	Renewing brass spindle and valve of stop cock/bib cock/push cock/pillar cock- 15 mm	20	84.00	Each	1680.00
16	Supply, fit and fix approved brand PVC connector white flexible with both end coupling with heavy brass C.P. nut 15 mm dia - 450 mm long.	10	96.00	each	960.00
17	Supply, fit & fix 15 mm dia C.P. pillar cock of approved make and brand .(equivalent to Code No.507, Model Tropical/sumthing special of ESSCO or similar brand)	20	713.00	Each	14260.00
18(i)	Supplying, fitting and fixing Waste fittings complete-C.P. over brass- 32 mm	10	245.00	each	2450.00
(ii)	'--do--do-- 40 mm.	3	307.00	each	921.00
19	Supplying,fitting and fixing 32 mm dia. Flush Pipe of approved make with necessary fixing materials and clamps complete-polythene Flush Pipe	10	181.00	each	1810.00
20(i)	Renewing high pressure polythene ballcock of approved quality with polythene ball and aluminium lever complete for pipe of 25 mm dia.	10	142.00	each	1420.00
(ii)	---do--do-- 15 mm dia.	10	82.00	each	820.00
21	Supply, fit & fix approved brand PVC waste pipe with PVC coupling at one end fitted with necessary clamp – 32 mm dia- 900 mm long	5	89.00	each	445.00
22	Supplying, fitting and fixing bib cock or stop cock.PTMT -Polytetra Bib Cock / Stop Cock ( Prayag or equivalent) 15 mm	50	177.00	each	8850.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
23	Supplying, fitting and fixing shower of approved brand and make- Chromium plated round shower with revolving joint 100 mm dia with rubid cleaning system (Equivalent to Code No. 542(N) & Model - Tropical / Sumthing Special of ESSCO or similar brand).	5	576.00	each	2880.00
24	Supplying, fitting and fixing shower of approved brand and make.hand Shower(Health Faucet) with 1mtr Flexible Tube with Wall Hook(Equivalent to Code No.573 & Model -ALLIED of Jaquar or similar).	5	1611.00	each	8055.00
25	Supplying, fitting and fixing Chromium plated Bib Cock Short body (Equivalent to Code No. 511 & Model - Tropical / Sumthing Special of ESSCO or similar brand).	30	689.00	each	20670.00
26	Chromium plated Stop Cock (Equivalent to Code No. 513(A) & 513(B) & Model - Tropical / Sumthing Special of ESSCO or similar brand).	15	629.00	each	9435.00
27	Supplying, fitting and fixing C.I. round grating - 100 mm dia.	10	73.00	each	730.00
28	Dismantling Indian WC including taking out base concrete as necessary.	8	45.00	Each	360.00
29	Supplying, fitting and fixing Orissa pattern water closet in white glazed vitreous chinaware of approved make in position complete excluding 'P' or 'S' trap (excluding cost of concrete for fixing)-530 mm X 410 mm	8	1907.00	Each	15256.00
30	Supply, fit & fix best quality Indian make mirror 5.5 mm. Thick with silvering as per ISI specifications supported on fibre glass frame of any colour frames size 550 mm x 400 mm.	10	792.00	Each	7920.00
31	Supplying, fitting & fixing towel rail with two brackets -CP over brass -25 mm dia and 600 mm long.	8	554.00	Each	4432.00
32	Dismantling EP or Anglo India WC	5	45.00	Each	225.00
33(i)	Supplying, fitting and fixing E.W.C. in glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts etc-with "P" trap -White in colour.	5	1776.00	Each	8880.00
(ii)	---do-do--- with "S" trap- White in colour.	1	1895.00	Each	1895.00
34	Dismantling Urinal	1	33.00	Each	33.00
35	Supplying, fitting and fixing flat back urinal( half stall urinal) in white vitreous china ware of approved make in position with brass screw on 75 mm x 75 mm x 75 mm wooden blocks complete -465 mm x 355 mm x 265 mm	6	820.00	each	4920.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
<b>36(i)</b>	Supplying, fitting and fixing stainless steel sink complete with waste fittings and two coats of painting of C.I. brackets. Sink with drain board -1050 mm X 450 mm X 180 mm	2	6381.00	each	12762.00
<b>(ii)</b>	--do--do-- sink only -530 mm X 430 mm X 180 mm	1	4143.00	each	4143.00
<b>37</b>	Supplying, fitting and fixing white vitreous china best quality approved make wash basin with C.I. brackets on 75 mm X 75 mm wooden blocks, C.P. waste fittings of 32 mm dia., one approved quality brass C.P. pillar cock of 15 mm dia., C.P. chain with rubber plug of 30 mm dia., approved quality P.V.C. waste pipe with C.P. nut 32 mm dia., 900 mm long approved quality P.V.C. connection pipe with heavy brass C.P. nut including mending good all damages and painting the brackets with two coats of approved paint-550 mm X 400 mm size.	10	2504.00	each	25040.00
<b>38</b>	Dismantling sink with brackets with or without waste fitting -upto 450 mm length.	10	41.00	Each	410.00
<b>39</b>	Supplying, fitting & fixing 10 litres PVC low down cistern conforming to IS specification with PVC fittings complete CI brackets including two coats of painting to brackets etc.	10	1181.00	Each	11810.00
<b>40</b>	Supplying, fitting and fixing low-down cistern parts -Internal fittings for cistern complete of approved make.	10	326.00	Each Set	3260.00
<b>41</b>	Dismantling H.C.I. pipe with fittings including melting lead caulked joints- 100 mm.	20.00	65.00	Mtr	1300.00
<b>42</b>	Supplying, fitting & fixing Cast iron soil pipe only conforming to I.S. 3989 / 1970 and I.S. 1729/1964 with bobbins, nails etc. including making holes in the wall, floor etc. and cutting trenches etc. in any floor through masonry concrete, if necessary, and mending good damages with necessary jointing materials and painting two coats to the exposed surface with approved paint complete. (Measurement will be made along the center line of the total pipe line in fitted condition including specials, payment for specials & Painting will however be paid separately) - With valamoid joints including sealing with sand cement mortar (4:1) upto quarter depth- 100 mm dia (internal).	20	795.00	meter	15,900.00

SI No	Description of Item	Quantity	Rate (` P)	Unit	Amount (` P)
43	Supplying, fitting & fixing Cast iron single branch equal with door conforming to I.S. 1729/1970 including joining and painting two coats to the exposed surface with approved paint complete. (Payment of Painting will however be paid seperately). With valamoid joints including sealing the top with cement mortar (4:1)-100 mm dia.	3	923.00	Each	2769.00
44	Supplying, fitting & fixing Cast iron double branch equal with door conforming to I.S. 1729/1970 including joining and painting two coats to the exposed surface with approved paint complete. (Payment of Painting will however be paid seperately). With valamoid joints including sealing the top with cement mortar (4:1)-100 mm dia.	2	1069.00	Each	2138.00
45	Supply, fit and fix HCl bend with door conforming to ISS including jointing complete and painting two coats to the exposed surface with approved paint complete (payment for paint will however be paid separately) with valamoid joints including sealing the top with cement mortar (4:1) (painting to be paid separately.)- 100 mm dia (internal).	6	624.00	each	3,744.00
46	Supplying, fitting & fixing approved patent vent cowl I.C.I. conforming to I.S.S and painting two coats to the exposed surface with approved paint complete. (Payment of Painting will however be paid seperately)-100 mm dia.	3	427.00	each	1,281.00
47	Supplying, fitting & fixing H.C.I. offset conforming to I.S.S. including jointing complete with or without ear (150 mm projection) and painting two coats to the exposed surface with approved paint complete. (Payment of Painting will however be paid seperately)-with valamoid joints including sealing the top with cement mortar (4:1)-100 mm dia.	4	747.00	Each	2988.00
48	Renewing Cast Iron "P" or "S" Trap conforming to IS 3989/1970 and 1729/1964 including lead caulked joints and painting two coats to the exposed surface (painting to be paid separately)- P Trap - 100 mm dia.	2	1148.70	each	2297.40
49	Supply of galvanised iron socket with I.S.I. mark.				
(i)	15 mm	25	18.00	each	450.00
(ii)	20 mm	15	27.00	each	405.00
(iii)	25 mm	5	38.00	each	190.00
(iv)	40 mm	3	71.00	each	213.00
(v)	50 mm	2	110.00	each	220.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
<b>50</b>	Supply of G.I. plain equal elbow of approved brand and make.				
(i)	15 mm	50	20.00	each	1000.00
(ii)	20 mm	25	31.00	each	775.00
(iii)	25 mm	10	53.00	each	530.00
(iv)	40 mm	5	106.00	each	530.00
(v)	50 mm	2	165.00	each	330.00
<b>51</b>	Supply of G.I. plain Tee of approved brand and make.				
(i)	15 mm	20	30.00	each	600.00
(ii)	20 mm	15	49.00	each	735.00
(iii)	25 mm	6	73.00	each	438.00
(iv)	40 mm	3	142.00	each	426.00
(v)	50 mm	2	226.00	each	452.00
<b>52</b>	Supply of long screw (150 mm long) of TATA make with sockets (TATA make) and jam nut -				
(i)	15 mm	12	38.00	each	456.00
(ii)	20 mm	9	54.00	each	486.00
(iii)	25 mm	6	70.00	each	420.00
(iv)	40 mm	4	117.00	each	468.00
(v)	50 mm	2	167.00	each	334.00
<b>53</b>	Supply of G.I reducing Tee of approved brand & make.				
(i)	20 mm X 15 mm	10	53.00	each	530.00
(ii)	25 mm X 15 mm	10	79.00	each	790.00
(iii)	25 mm X 20 mm	9	79.00	each	711.00
<b>54</b>	Supply of G.I reducing elbow.				
(i)	20 mm X 15 mm	5	34.00	each	170.00
(ii)	25 mm X 15 mm	5	58.00	each	290.00
<b>55</b>	Labour for fitting & fixing G.I. specials including jointing materials –Plug , Socket, Reducing socket, Bend, Plain Equal Elbow, Reducing Elbow, Nipple, Short Piece , Plain Tee, Reducing Tee, Pendent Tee, Jam Nut, Socket & Nipple , Cross, union, Long Screw .				
(i)	Up to 25 mm dia	237	8.00	Each	1896.00
(ii)	Above 25 mm upto 50 mm dia	23	10.00	Each	230.00
<b>56</b>	Supplying, fitting and fixing low-down cistern parts.				

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
(i)	Internal fittings for cistern complete of approved make.	1	326.00	Each Set	326.00
(ii)	Outlet Assembly	1	320.00	each	320.00
(iii)	Intlet Assembly	1	72.00	each	72.00
(iv)	Rubber Kid	1	349.00	each	349.00
(v)	Knob	1	349.00	each	349.00
(vi)	Brackets (pair)	1	349.00	each	349.00
(vii)	CP Flush Bend (local) best quality				
(a)	Orrisa & Indian Pattern WC	1	351.00	Each	351.00
(b)	E. W.C. & Anglo-Indian W.C.	1	332.00	Each	332.00
57	Dismantling existing ferrule with fittings and refixing same after cleaning.	1	193.00	each set	193.00
(A)					
(B)	Removing chockage of HCl or SW pipe with split bamboo.				
(i)	Underground.	30.00	11.00	Meter	330.00
(ii)	Overground.	100.00	9.00	Meter	900.00
58	Supplying , fitting and fixing with cement jointing (3:1) salt glazed stoneware pipe including excavation of earth upto 1.50 metre depth in all sorts of soil both mixed or unmixed and refilling (but excluding concreting at bottom and sides)- 150 mm dia.	15.00	378.00	Mtr	5670.00
59	Cement concrete with graded jhama khoa (30 mm size) excluding shuttering In ground floor and foundation -1:3:6 proportion	1.00	5803.00	Per cum	5803.00
60(i)	Supplying, fitting and fixing in position R.C.C. Manhole/ pit cover of approved make with rim of approved make (Heavy type)- 450 mm dia.	10	303.00	each	3030.00
(ii)	Supplying, fitting and fixing in position reinforced cement polymer concrete manhole /gully pit cover with matching frame.As per I.S- 12592(M.D) - 5 MT load bearing capacity gully pit cover with frame and hinge \arrangement for opening of size Cover: 470 mm X 420 mm X 80 mm Frame: 590 mm X 550 mm X 170 mm opening: 380mm x 305mm Weight: 100 kg (approx)	2	2344.00	Each	4688.00
61	Earth work in excavation of foundation trenches or drains in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing, spreading or stacking the spoils within a lead of 75 m. As directed. The items includes necessary trimming of sides of trenches, levelling, dressing and ramming the bottom, bailing out water etc., as required complete. Depth of excavation not exceeding 1.5 m.	6.00	12047	Per % cum	722.82



SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
62	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work)	5.00	7831	Per % cum	391.55
63	Brick work with 1st class bricks in cement mortar (1:6)- in foundation and plinth.	1.00	5719.00	Cu.Mtr	5719.00
64	Single Brick Flat Soling of picked jhama brick) including ramming and dressing bed to proper level and filling joints with local sand.	6.00	377.00	Sq.Mtr	2262.00
65	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]- 15 mm thick plaster in 1:6 mortar.	90.00	156.00	/Sq.mtr	14040.00
66	Supply, fit & fix closet seat of approved make with lid and C.P. hinges rubber buffer and brass screw EWC -Plastic (holloew type)- white.	15	446.00	each	6690.00
67	Supplying, fitting and fixing PVC pipes of approved makeof (medium duty) conforming to ASTM D - 1785 and threaded to match with GI Pipes as per IS : 1239 (Part - I). with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accesories, specials. Payment for painting will be made seperately)- for exposed work.				
(i)	15 mm	210.00	106.00	Mtr	22260.00
(ii)	20 mm	85.00	136.00	Mtr	11560.00
(iii)	25 mm	95.00	186.00	Mtr	17670.00
(iv)	32 mm	50.00	249.00	Mtr	12450.00
(v)	50 mm	10.00	406.00	Mtr	4060.00
68	Dismantling H.C.I. pipe with fittings including melting lead caulked joints- 100 mm.	30.00	65.00	Mtr	1950.00
69	Refixing H.C.I. pipe with fittings including lead caulked joints (with the old molten lead).-100 mm.	30.00	72.00	Mtr	2160.00

SI No	Description of Item	Quantity	Rate (` P)	Unit	Amount (` P)
70(a)	Removing chokage of water closet .	10	26.00	Each	260.00
70(b)	Rectifying leakage of W.C. by new joints by methor mistry.	10	39.00	Each	390.00
71	Repairing C.P. Hinges of W.C Seat.	10	83.00	Each	830.00
72	Repairing W.C Seat with brass plate & screws.	10	83.00	Set	830.00
73	Supply of UPVC pipes (B Type) & fittings conforming to IS-13592-1992				
(a)	Single Socketed 3 Meter Length -110 mm pipe	60	348.00	Mtr	20880.00
(b)	Door Bend (LH) & (RH) - 110 mm	5	339.00	Each	1695.00
©	Door Y (LH) & (RH)-110 mm	5	329.00	Each	1645.00
(d)	Pipe clip -110 mm	15	25.00	Each	375.00
(e)	Labour for fitting and fixing U.P.V.C. pipes for above ground work including cost of jointing materials etc. fitting and fixing all necessary specials, cutting pipes, cutting holes in walls or R.C. floor where necessary and mending good all damages excluding the cost of masonry or concrete work, if necessary, but including the cost and fitting and fixing holder bat clamps (any floor) or for underground work including cutting trenches upto 1.5 metre and refilling the same complete as per direction of the Engineer-in-charge. (Payment will be made on centre line measurement of the total pipeline including specials - above ground - 110 mm	60.00	57.00	Mtr	3420.00
74	Dismantle G.I tank including disconnecting pipe connection.	1	116.00	each	116.00
75	Fixing G.I tank in position including refitting pipe connection.	1	116.00	each	116.00
76	Repairing damaged G.I. tank of any capacity after lowering on roof by replacing with new 2 mm thick G.I. sheet by rivetting with necessary packing, painting new portions, refixing the existing C.I. tank cover by rivetting in new position, if necessary, after taking out old cover very carefully etc. complete (excluding the cost of dismantling and refixing tank but including the cost of cutting out worn out portion by suitable means to regular shape). (Payment will be made on the basis of area of damaged portion replaced.)	2	1998.00	Sq.Mtr	3996.00
77	Supplying G.I. tank with Galvanised iron sheet with 450 mm dia C.I. raised approved type locking cover and 50 mm cleaning flange and plug -with 2 mm thick G.I. sheet - 1812 litre capacity.	1	19157.00	Each	19157.00

SI No	Description of Item	Quantity	Rate ( P)	Unit	Amount ( P)
78	Supplying, fitting and fixing Peet's valve fullway gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.).				
(i)	15 mm dia.	2	631.00	each	1262.00
(ii)	20 mm dia.	2	807.00	each	1614.00
(iii)	25 mm dia.	2	1137.00	each	2274.00
(iv)	40 mm dia.	1	2088.00	each	2088.00
(v)	50 mm dia.	1	3015.00	each	3015.00
79	Lowering G.I. tank (upto and including 1812 litre capacity)-from roof of 2 storied building.	1	412.00	each	412.00
80	Hoisting G.I. tank (upto and including 1812 litre capacity)-to roof of 2 storied building.	1	588.00	each	588.00
81	Supplying, fitting and fixing in position G.I.pipes of TATA make for <b>underground works</b> with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbow, nipple, short piece etc. including cost of all materials, jointing materials, cutting pipes, making threads, cutting trenches upto 1.5 metre below surface in all sorts of soil and refilling the same as directed with two coats of painting on G.I. pipes and specials with bituminous paint complete in all respect. (Payment will be made on the centre line measurement of the total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made seperately.) -40 mm medium quality.	60.00	461.00	metre	27660.00
82	Opening out leaky water supply pipe and making the joints water tight including cutting threads where necessary.				
(i)	Upto 40 mm dia.	20	60.00	each	1200.00
(ii)	50 mm dia.	20	70.00	each	1400.00
83	Provide and apply two coat 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)- two coats,				
(a)	On timber or plastered surface -with any shade except white.	2.00	89.00	Per Sqm	178.00
(b)	On steel or other metal surface -with any shade except white.	2.00	86.00	Per Sqm	172.00

SI No	Description of Item	Quantity	Rate (` P)	Unit	Amount (` P)
84	Collecting sample of water for bacteriological and chemical test from any depth at any time during execution of work including hire and labour charges for tools and plants and sterilising the equipments, paying all charges and fees, testing etc. complete in all respect as per direction.	4	1243.00	L.S (Each Test)	4972.00
<b>TOTAL</b>					589108.77



**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**CIVIL ENGINEERING DEPARTMENT**  
**15, STRAND ROAD, KOLKATA -700001**

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**GENERAL CONDITIONS OF CONTRACT**

**FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES**  
**UNDER RESOLUTION NO.92**  
**OF**  
**THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

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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 Contractor 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) Amount of Earnest Money shall be 2 % of the estimated cost, up to an estimated cost of ₹ 25 crores and for estimated cost above ₹ 25 crores, it will be ₹ 50 lacs + 1 % of the estimated cost by which it exceeds ₹ 25 crores.
- (b) Minimum amount of Earnest Money will be ₹ 10, 000/- irrespective of value of contract.
- (c) Earnest Money will be accepted only by Banker's cheque or pay order or demand draft payable at Kolkata or Haldia as the case may be. Only Earnest Money of L-1 bidder will be encashed and earnest money instruments of other bidders will be returned after opening of price bid.

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	₹ 50,000/-	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 of 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 ₹ 10,00,000/- + 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 ₹ 10,00,000/- + 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) (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 property 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 thereof shall be made good by the Contractor at his down 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 contractor 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 other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part 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 thereupon 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 into composition with his creditors or being a company goes into 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 t6he 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 relieve 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 , 1940 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 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 8.5 (b) and 8.5 (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.

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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 (hereinafter 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 form 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 covenants 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 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 forebearance, 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)  
(Office Seal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_