



E-TENDER DOCUMENT FOR CIVIL WORKS

e-Tender

for

“Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the date of placement of work order.”

NOTICE INVITING e-TENDER No.

CE/South/598/ 2016/T-11 dated 27/12/2016.

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

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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 **“Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the 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 only.

SCHEDULE OF TENDER (SOT)

1	NOTICE INVITING e-TENDER No:-	CE/South/598/2016/T-11 dated 27/12/2016.
2	MODE OF TENDER	Two part e-procurement i.e e-tender system ONLY. (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com /eprochome/kopt 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.
3	E-Tender No.	KoPT/Kolkata Dock System/CE/189/16-17/ET/439
4	Date of NIT available to parties to download	From 27/12/2016 to 25/01/2017
5	Pre-Bid Meeting starting date & Time	N.A
6	Pre -Bid Meeting closing date & Time	N.A
7	Estimated amount put to tender	₹ 5,99,212.75 (Rupees Five Lakh Ninety Nine thousand two hundred twelve & paisa seventy five only)
8	Earnest Money Deposit	“Earnest Money Deposit” of ₹ 11,985 (Rupees eleven thousand nine hundred eighty five only) 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 “Kolkata Port Trust”.
	(i)	
	(ii) Contractor’s enlistment :-	ENLISTED CLASS A CONTRACTORS of Civil Engineering Department ARE EXEMPTED FROM SUBMISSION OF EMD and shall submit photocopy of Treasury Receipt(s) of permanent Security Deposit submitted by them.

(iii)	Tender Cost [Non-Refundable]	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 " Kolkata Port Trust " 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)	Transaction Fee [Non-Refundable]	₹ 345/- (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)	Last date of submission of EMD & Bid Document fee at KDS	27/01/2016 up to 3:00 P.M.
(ii)	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working (banking) days before the last date of closing of online bidding for the e-tender.
10(i)	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	30/12/2016 from 12:00 P.M
(ii)	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	27/01/2017 at 3:00 P.M.
(iii)	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	27/01/2017 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

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

Important instructions for E-procurement

Ref:-e-Tender for ""Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the date of placement of work order." [NleT No:-CE/South/598/ 2016/T-11 dated 27-12-2016]

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.

1. Process of E-tender :-

- (A) Registration:** 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).

SPECIAL NOTE: THE TECHNO COMMERCIAL BID [**except Banker's Cheque / Demand Draft towards Cost Of Tender / Earnest Money Deposit in physical form**] HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/kopt.

- (i)** Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Register as Vendor under KOPT- Filling up details and creating own user id and password → Submit.
- (ii)** 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).

Contact person (KoPT):

- | | |
|--|---|
| 1. A.Bagchi
Executive Engineer (South)
Mobile No. 9674720079 | 2. K.Ghosh
Superintending Engineer (South)
Mobile No.9674720068 |
|--|---|

Contact person (MSTC Ltd):

- | | |
|---|--|
| 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 |
|---|--|
- Landline:03322901004
- 3.Ms Sumona Maity
Management Trainee(E-Commerce)
Mobile-0983155225
Email-smaity@mstcindia.co.in

(B) System Requirements:

- (i) Windows 98 /XP-SP3 & above/Windows 7 Operating System
- (ii) IE-7 and above Internet browser.
- (iii) Signing type digital signature
- (iv) 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 www.mstcecommerce.com once)

2 OPENING OF TENDER :-

- (A) 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) 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.

- 3** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4 Special Note towards Transaction fee:-

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.

Bank Details : Axis Bank ,Shakespeare Sarani Branch
Account Details : Axis Bank A/c.No.005010200057840
IFSC Code No. : UTIB0000005.

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".

NOTE : 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. **Transaction fee is non-refundable.**

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.

- 5** In case of failure to submit / access the payment towards cost of tender document & 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.

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.

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.

- 6** 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 **contact email I.D** 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).

- 7(i)** 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.
- (ii)** 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 www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

- 8** E-tender cannot be accessed after the due date and time mentioned in NIT.

9 Bidding in e-tender:

- (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.
- (ii)** The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- (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 www.mstcecommerce.com → e-procurement → Psu/ Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
- (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.

(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 digital signature certificate 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 www.mstcecommerce.com/eprochome/mstc 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.

17	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.
18	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.
19	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.
20	Copy of valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
21	Due date of submission of tender will not be extended under any situation.
22	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.
23	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

Commercial Terms & Conditions

Ref:- e-Tender for “Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the date of placement of work order.”

[NleT No:-CE/South/598/ 2016/T-11 dated 27-12-2016]

1	Earnest Money Deposit :-	As detailed in SOT / NIT
2	Tender Cost [Non-Refundable] :-	As detailed in SOT / NIT
3	Transaction Fee [Non-Refundable] :-	As detailed in SOT / NIT
4	Evaluation Criteria :-	Lowest offer Basis.
5	Type of tender :-	Percentage Below / At Par / Above Basis.
6	Currency applicable :-	Indian Rupees.
7	Price Variation clause :-	Not applicable.
8	Basis of amount to be quoted :-	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	Mode of payment to the contractor / successful bidder against the contract:-	To be made through RTGS as per relevant provisions of General Conditions Of Contract based on the actual volume of work done.
10	Basis of payment to labourers by the contractor:-	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	Security Deposit :-	As per clause No. 3.6 of General Conditions Of Contract.
12	Performance Guarantee :-	In lieu of Security Deposit as per clause No. 3.6 of General Conditions Of Contract.
13	Defect Liability Period :-	N.A.

TECHNO- COMMERCIAL BID

Ref:- e-Tender for “Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the date of placement of work order.”

[NleT No:-CE/South/598/ 2016/T-11 dated 27-12-2016]

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)

अधीक्षण अभियंता(सिविल), साऊथ का कार्यालय/ Office of the Superintending Engineer (Civil),
South , सिविल इंजीनियरिंग 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/598/ 2016/T-11

dated 27-12-2016.

Sub :- e-Tender for “Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the 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 ₹ 5,99,212.75 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 of Construction / repairing/ renovation / maintenance (petty or thorough) etc. containing plumbing & sanitary works** 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 31st 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 ₹ 11,985 (Rupees eleven thousand nine hundred eighty five 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) Balance Sheet, Profit & Loss / Trading accounts to establish that the bidder fulfill the turn over criteria as in clause 1(B) above.
 - (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) Duly signed copy of any Addendum / Corrigendum / Drawings to this tender documents (if any).
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 **27/01/2017**. 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 **27/01/2017**. 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. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.
17. 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.**
18. Once a Bid is submitted, it will not be allowed to revise even if the date of submission is extended.
19. 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.
20. The work shall be executed in **Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed**, residential area, residential cum office 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), साऊथ
Superintending Engineer (Civil),South
सिविल इंजीनियारिंग बिभाग
Civil Engineering Department
KOLKATA PORT TRUST

INSTRUCTION TO BIDDERS/ TENDERERS

NleT No: - CE/South/598/ 2016/T-11 dated 27-12-2016.

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 .

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

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

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.

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:-

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

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

(iii) 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.

SPECIAL CONDITIONS OF CONTRACT

NleT No: - CE/South/598/ 2016/T-11 dated 27-12-2016.

- 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 includes Subhasnagar CISF quarters , a fully residential area as well as Ramnagar Wireless Station and its residential Qtrs. 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. Any
- 3. Access to Site:-** From Taratala Road / Circular Garden Reach Road , which are accessible from both Taratala / Khidderpur area. Nearest railway station is Brace bridge.
- 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 the all the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay / damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations 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.

SPECIFICATIONS FOR MATERIALS & WORKMANSHIP.

NleT No: - CE/South/598/ 2016/T-11 dated 27-12-2016.

(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.

List Of Scanned Documents Required To Be Uploaded

NleT No: - CE/South/598/ 2016/T-11 dated 27-12-2016.

Scan copy of the following documents to be uploaded:-

- (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) Balance Sheet, Profit & Loss / Trading accounts to establish that the bidder fulfill the turn over criteria as in clause 1(B) above.
- (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) Duly signed copy of any Addendum / Corrigendum / Drawings to this tender documents (if any).
- (x) Details of the firm as per format Schedule-O & Schedule – T of the tender documents.
- (xi) Bank Draft/ Pay order etc. towards 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) Duly signed full Techno Commercial Bid and Price Bid and GCC.
- (xiv) 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.

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, the2016.

(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, the2016.

(Full Signature of the Tenderer)

SCHEDULE – “O” Sheet 2/3

Annexure D
Page 4/5

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 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, the2016.

(Full Signature of the Tenderer)

PRICE BID

Ref:- “Petty plumbing & sanitary works as may be necessary at Subhasnagar CISF campus , Ramnagar Wireless Station & its residential Qtrs. Campus & Shed , for a period of one year from the date of placement of work order.”

[NIT No :-CE/South/598/ 2016/T-11 dated 27/12/2016]

KoPT/Kolkata Dock System/CE/189/16-17/ET/439

CONTENTS:-

- (vi) Preamble to Bill Of Quantities
- (vii) Bill Of Quantities
- (viii) Form Of Tender.

PREAMBLE TO THE BILL OF QUANTITIES

[NIT No :-CE/South/598/2016/T-11 dated 27/12/2016]

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.

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, longscrow, 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-Medium quality G.I. pipes.				
(i)	15 mm	30.00	220.00	metre	6600.00
(ii)	20 mm	15.00	260.00	metre	3900.00
(iii)	25 mm	20.00	354.00	metre	7080.00
(iv)	40 mm	10.00	476.00	metre	4760.00
(v)	50 mm	10.00	624.00	metre	6240.00
2	Supplying, fitting and fixing in position G.I.pipes of TATA make for underground works 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	10.00	234.00	metre	2340.00
(ii)	20 mm	10.00	274.00	metre	2740.00
(iii)	25 mm	10.00	368.00	metre	3680.00

(iv)	40 mm	20.00	461.00	metre	9220.00
3 (v)	Removing chokage in G.I. pipe including 50 mm cleaning pipe.	20.00	604.00	metre	12080.00
SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
(i)	15 mm	100.00	7.00	metre	700.00
(ii)	20 mm	80.00	7.00	metre	560.00
(iii)	25 mm	100.00	7.00	metre	700.00
(iv)	40 mm	50.00	9.00	metre	450.00
(v)	50 mm	50.00	9.00	metre	450.00
4	Labour for dismantling G.I. pipe with fittings.				
(i)	15 mm	50.00	6.00	metre	300.00
(ii)	20 mm	35.00	6.00	metre	210.00
(iii)	25 mm	40.00	6.00	metre	240.00
(iv)	40 mm	35.00	8.00	metre	280.00
(v)	50 mm	35.00	8.00	metre	280.00
5	Refix G.I pipe with fittings after cleaning where necessary .				
(i)	15 mm	10.00	6.00	metre	60.00
(ii)	20 mm	10.00	7.00	metre	70.00
(iii)	25 mm	10.00	7.00	metre	70.00
(iv)	40 mm	5.00	9.00	metre	45.00
(v)	50 mm	5.00	9.00	metre	45.00
6	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
7(a)	Supplying, fitting & fixing CI brackets including two coats of painting for wash basin , Dental Spitton.	10	167.00	each pair	1670.00

(b) --do-- Sink , drain board. 5 185.00 each pair 925.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
8	Supplying, fitting and fixing cast iron spun pipe conforming to I.S.1536/1976 with all necessary specials including cutting trenches in any soil or through masonry, concrete etc., if necessary, and mending good all damages including jointing pipes with Tyton joints as per manufacturer's specifications and filling up the trenches all complete but excluding the cost of masonry or concrete work, if required.				
(a)	100 mm dia.	5.00	1662.00	Meter	8310.00
(b)	150 mm dia.	5.00	2591.00	Meter	12955.00
9	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).	100.00	102.00	Kg	10200.00
10	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.				
(a)	100 mm dia.	4	232.00	Each	928.00
(b)	150 mm dia.	4	275.00	Each	1100.00

11(a)	Dismantling wash basin with brackets with or without waste fitting.	2	35.00	Each	70.00
11(b)	Refixing wash basin with brackets with or without waste fitting.	2	71.00	Each	142.00
12(a)	Dismantling sink with brackets with or without waste fitting -above 450 mm and upto 600 mm length	5	53.00	Each	265.00
12(b)	Refixing sink with brackets with or without waste fitting -above 450 mm and upto 600 mm length	5	76.00	Each	380.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
13	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)	20 mm	2	807.00	each	1614.00
(ii)	25 mm	10	1137.00	each	11370.00
(iii)	40 mm	2	2088.00	each	4176.00
(iv)	50 mm	6	3015.00	each	18090.00
14	Supply, fit and fix approved brand PVC connector white flexible with both end coupling with heavy brass over C.P. nut 15 mm dia - 450 mm long.	15	96.00	each	1440.00
15	Supplying, fitting and fixing bib cock or stop cock.PTMT -Polytetra Bib Cock / Stop Cock (Prayag or equivalent) 15 mm	30	177.00	each	5310.00
16	Supply, fit & fix 15 mm dia C.P. pillar cock of approved make and brand tested to 21 kg/sq,cm.(equivalent to Code No.507, Model Tropical/sumthing special of ESSCO or similar brand)	4	713.00	Each	2852.00
17	Supplying, fitting and fixing Chromium plated Bib Cock Short body (Equivalent to Code No. 511 & Model - Tropical / Sumthing Special of ESSCO or similar brand).	5	689.00	each	3445.00
18	Supplying, fitting and fixing Waste fittings complete				
(a)	-C.P. over brass- 32 mm	5	245.00	each	1225.00
(b)	--do--do-- polythene 50 mm.	4	76.00	each	304.00
19	Supplying,fitting and fixing 32 mm dia. Flush Pipe of approved make with necessary fixing materials and clamps complete-polythene Flush Pipe	5	181.00	each	905.00
20	Supply, fit & fix approved brand PVC waste pipe with PVC coupling at one end fitted with necessary clamp – 32 mm dia- 900 mm long	30	89.00	each	2670.00
21	Supplying, fitting and fixing Polythene overhead shower of approved make -15 mm X 125 mm	10	177.00	each	1770.00

22	Supplying, fitting and fixing C.I. round grating - 100 mm dia.	20	73.00	each	1460.00
23	Dismantling Indian WC including taking out base concrete as necessary.	20	45.00	Each	900.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
24	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	20	1907.00	Each	38140.00
25	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.	5	792.00	Each	3960.00
26	Dismantling Urinal	1	33.00	Each	33.00
27	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	1	820.00	each	820.00
28	Dismantling EP or Anglo India WC	2	45.00	Each	90.00
29	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.	2	1776.00	Each	3552.00
30	Supply, fit & fix closet seat of approved make with lid and C.P. hinges rubber buffer and brass screw EPWC – Plastic (hollow type) black	2	353.00	each	706.00
31	Supplying, fitting & fixing towel rail with two brackets –CP over brass -25 mm dia and 600 mm long.	5	554.00	Each	2770.00
32	Dismantle Wash Basin with or without waste fittings with brackets and supply , fit & fix wash basin 550 mm x 400 mm vitreous china of approved make (without fittings) supplied,fitted and fixed in position on 75mm X 75 mm X 75 mm wood blocks and C.I. brackets including two coats of painting of C.I. brackets -white in colour	4	1671.00	Each	6684.00
33	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.	5	1181.00	Each	5905.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
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34	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).	35	795.00	meter	27,825.00
35	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 separately). With valamoid joints including sealing the top with cement mortar (4:1)-100 mm dia.	10	1069.00	Each	10690.00
36	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 separately). With valamoid joints including sealing the top with cement mortar (4:1)-100 mm dia.	10	923.00	Each	9230.00
37	Supply, fit and fix HCI 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).	20	624.00	each	12,480.00
38	Supplying, fitting & fixing 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.	20	1094.00	each	21880.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
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39	Supplying, fitting and fixing cast iron extension pipes for using in Traps only (connector) conforming to I.S.3989/1970 and 1729/1964 including lead caulked joints complete and painting two coats to the exposed surface with approved paint complete. (Payment of Painting will however be paid seperately).				
(a)	100 mm X 300 mm	10	607.00	each	6070.00
(b)	100 mm X 450 mm	10	679.00	each	6790.00
40(a)	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.	5.00	378.00	Mtr	1890.00
(b)	--do--do-- 100 mm dia.	5.00	330.00	Mtr	1650.00
41	Supplying, fitting and fixing in position reinforced cement polymer concrete manhole /gully pit cover with matching frame As per I.S- 12592(M.D)3 MT load bearing capacity round manhole cover provided with two lifter hooks fitted with matching frame of size Cover: 450 mm X 50 mm ,Frame: 540 mm X 100 mm,opening: 370mm,Weight: 46 kg (approx)	3	1528.00	each	4584.00
42	Renewing high pressure polythene ballcock of approved quality with polythene ball and aluminium lever complete for pipe of dia.:				
(a)	25 mm dia	40	142.00	each	5680.00
(b)	15 mm dia	5	82.00	each	410.00
43	Supply of galvanised iron socket with I.S.I. mark.				
(i)	15 mm	20	18.00	each	360.00
(ii)	20 mm	20	27.00	each	540.00
(iii)	25 mm	10	38.00	each	380.00
(iv)	40 mm	5	71.00	each	355.00

(v)	50 mm	5	110.00	each	550.00
44	Supply of G.I. plain equal elbow of approved brand and make.				
(i)	15 mm	20	20.00	each	400.00
(ii)	20 mm	20	31.00	each	620.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
(iii)	25 mm	20	53.00	each	1060.00
(iv)	40 mm	5	106.00	each	530.00
(v)	50 mm	5	165.00	each	825.00
45	Supply of G.I. plain Tee of approved brand and make.				
(i)	15 mm	10	30.00	each	300.00
(ii)	20 mm	10	49.00	each	490.00
(iii)	25 mm	10	73.00	each	730.00
(iv)	40 mm	2	142.00	each	284.00
(v)	50 mm	2	226.00	each	452.00
46	Supply of long screw (150 mm long) of TATA make with sockets (TATA make) and jam nut -				
(i)	15 mm	20	38.00	each	760.00
(ii)	20 mm	20	54.00	each	1080.00
(iii)	25 mm	20	70.00	each	1400.00
(iv)	40 mm	5	117.00	each	585.00
(v)	50 mm	5	167.00	each	835.00
47	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	180	8.00	Each	1440.00
(ii)	Above 25 mm upto 50 mm dia	34	10.00	Each	340.00
48	Renewing cast iron inspection door with bolts and nuts complete for fittings of 50 mm dia. to 150 mm dia. H.C.I. pipe.	20	98.00	Each	1960.00
49(a)	Removing chokage of water closet	20	26.00	Each	520.00
49(b)	Rectifying leakage of W.C. by new joints by methor mistry.	20	39.00	Each	780.00

50	Supplying, fitting and fixing low-down cistern parts -Internal fittings for cistern complete of approved make.	10	326.00	Each Set	3260.00
51(a)	Dismantling and refixing bib cock or stop cock.	30	13.00	Each	390.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
51(b)	Rewashing stop cock/ bib cock/ push cock/ pillar cock including gland packing if necessary - 15 mm.	30	14.00	Each	420.00
52	Dismantling ball cock and refixing the same after repair including straightening lever and renewing split pin- 15 mm.	10	28.00	Each	280.00
53	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.				
(i)	100 mm.	1	6000.00	Each	6000.00
(ii)	150 mm.	1	8885.00	Each	8885.00
54	Dismantle G.I tank including disconnecting pipe connection.	6	116.00	each	696.00
55	Fixing G.I tank in position including refitting pipe connection.	6	116.00	each	696.00
56	Dewatering and repairing G.I. tank above 1000 litre and upto 2000 litre capacity with G.I. washer, bolts and nuts and cement concrete at bottom as necessary.	1	280.00	each	280.00
57	Labour for punching hole in plastic water storage tank upto 50 mm dia.	10	19.00	each	190.00
58	Labour for lowering plastic water storage tank and stacking in places as directed - upto 1500 litres capacity from roof of 3 storied building.	3	116.00	each	348.00
59	Labour for hoisting plastic water storage tank -upto 1500 litre capacity to roof of 3 storied building.	3	185.00	each	555.00
60	Renewing C.I. clamp for pipe including cutting hole in wall etc. and mending good all damages with cement concrete(4:2:1) with jhama chips and cement plaster (6:1) to match with and curing.				
(i)	15 mm	50	28.00	each	1400.00

(ii)	25 mm	50	36.00	each	1800.00
(iii)	100 mm	20	168.00	each	3360.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
61	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.)	1	1998.00	Sq.Mtr	1998.00
62	Supplying P.V.C. water storage tank of approved quality with closed top with lid (Black) - Multilayer 1500 litre capacity	3	9343.00	each	28029.00
63	Opening out leaky water supply pipe and making the joints water tight including cutting threads where necessary.				
(i)	Upto 40 mm dia.	80	60.00	each	4800.00
(ii)	50 mm dia.	30	70.00	each	2100.00
(iii)	65 mm to 100 mm dia.	10	114.00	each	1140.00
64	Renewing brass spindle and valve of stop cock/bib cock/push cock/pillar cock-15 mm	50	84.00	each	4200.00
65	Renewing special make up piece of pipe having threads on both sides				
(i)	15 mm	25	57.00	each	1425.00
(ii)	20 mm	25	63.00	each	1575.00
(iii)	25 mm	25	68.00	each	1700.00
(iv)	40 mm	10	84.00	each	840.00
(v)	50 mm	10	86.00	each	860.00
66	Supplying, fitting and fixing brass ferrule including connection with G.I. pipes of TATA make of following dia. and upto 450 mm long with screw, jamnut, sockets etc., complete in all respect, including cutting trenches in all sorts of soil and filling up the trenches as per direction of the Engineer - in - Charge.				
(i)	15 mm	2	1102.00	each	2204.00

(ii)	20 mm			2	1494.00	each	2988.00
(iii)	25 mm			2	2185.00	each	4370.00
67	Dismantling ferrule with all pipe connections. Each Set			6	174.00	each set	1044.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
68	Supply of UPVC pipes (B Type) & fittings conforming to IS-13592-1992				
(a)	Single Socketed 3 Meter Length -110 mm pipe	50	348.00	Mtr	17400.00
(b)	Door Bend (LH) & (RH) - 110 mm	10	339.00	Each	3390.00
©	Door Y (LH) & (RH)-110 mm	10	329.00	Each	3290.00
(d)	Pipe clip -110 mm	100	25.00	Each	2500.00
(e)	Rubber Lubricant 500 ML	5	223.00	Each pack of 500 ml.	1115.00
(f)	Solvent Cement 250 ML	5	123.00	Each pack of 500 ml.	615.00
(g)	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	50	57.00	Mtr	2850.00
69	Plugging up C.I. main with necessary materials & Labour Complete.	10	209.00	Each set	2090.00
70	Dismantling H.C.I. pipe with fittings including melting lead caulked joints-100 mm.	65.00	65.00	Mtr	4225.00
71	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
72	Dismantling upto 100 mm sluice valve by parts and cutting out worn out bolts and reassembling the same after regrinding valve,rewashing flanges, asbestos diamond packing including studs,bolts, nuts and necessary repairs.	2	472.00	Each set	944.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
73	Supplying, fitting and fixing PVC pipes of approved make of (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 accessories, specials. Payment for painting will be made separately)- for exposed work,				
(i)	15 mm dia.	80.00	106.00	Mtr	8480.00
(ii)	20 mm dia.	50.00	136.00	Mtr	6800.00
(iii)	25 mm dia.	70.00	186.00	Mtr	13020.00
(iv)	40 mm dia.	10.00	308.00	Mtr	3080.00
(v)	50 mm dia.	30.00	406.00	Mtr	12180.00
74	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
75	Single Brick Flat Soling of picked jhama brick) including ramming and dressing bed to proper level and filling joints with local sand.	10.00	377.00	Sq.Mtr	3770.00
76	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) -in superstructure, ground floor.	5.00	783.00	/ Sq.Mtr	3915.00
77	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 - in Ground floor.	10.00	156.00	/Sq.mtr	1560.00

78	Provide Neat cement punning about 1.5 mm. thick in wall. Dado, window, sills, floor, drain etc.Note : Cement 0.152 cu.m. per 100 sq.m.	55.00	38.00	Per sqm	2090.00
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SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
79	Dismantle all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m -In ground floor including roof.	0.50	451.00	Per Cum	225.50
80	Dismantle all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75m. Up to 150mm thick -in ground floor including roof.	0.50	949.00	Per cum	474.50
81	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
82	Supplying, fitting and fixing cast iron raised rain proof tank cover 500 mm dia. with locking arrangements (weighing not less than 12 kg).	4	1495.00	Each	5980.00
83	Lowering G.I. tank (upto and including 1812 litre capacity)- from roof of 4 storied building.	1	604.00	each	604.00
84	Hoisting G.I. tank (upto and including 1812 litre capacity)- to roof of 4 storied building.	1	880.00	each	880.00
85	Removing chokage of HCl or S.W pipe with split bamboo				
(a)	Underground	50.00	11.00	Meter	550.00
(b)	Overground.	50.00	9.00	Meter	450.00
86	Uprooting and removing plants from the surface of walls parapet etc and making good damages. Repairing of damages to be paid separately.				
(a)	Small plant of girth of exposed stem upto 75 mm. lift upto 6 mtr.	100	51.00	Each	5100.00
(b)	Medium size plant of girth of exposed stem above 75 mm. but not exceeding 150 mm. lift upto 6mtr.	30	61.00	Each	1830.00
(c)	Large plant of girth of exposed stem above 150 mm. but not exceeding 225 mm. lift upto 6 mtr.	30	189.00	Each	5670.00

SI No	Description of Item	Quantity	Rate (₹ P)	Unit	Amount (₹ P)
87	Taking out carefully and relay after cleaning C.I. Water main DF or SS with necessary excavation including providing required jointing materials and refilling the same as directed all cleaning .				
(a)	100 mm dia pipe.	25.00	233.76	R/Mtr	5844.00
(b)	150 mm dia pipe.	25.00	286.59	R/Mtr	7164.75
				TOTAL	599212.8

Brought Forward from last page of Bill Of Quantities :- ₹ 5,99,212.75

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 reimbursed by KoPT on submission of actual payment of service tax at full rate for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in 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/598/2016/T-11 dated 27/12/2016

**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 ofvide 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: _____
Occupation: _____ Address: _____

ANNEXURE - F

General Conditions of Contract Forms and Agreements

Sanctioned by the Trustees under Resolution No. 92 of the 6th
Meeting held on 27th May, 1993

Including Addendum Sanctioned by the Trustees Meeting held
on July, 2014

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

& HALDIA DOCK COMPLEX
JULY , 2014

GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 1
2.	DEFINITION	...	GC 2 – GC 3
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	...	GC 3 – GC 5
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 5 – GC 9
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 9 – GC 14
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
7.	TERMS OF PAYMENT	...	GC 18 – GC 20
8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27
12.	FORMS GC-1, GC-2 , GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	INTEGRITY PACT DOCUMENT: PROFORMA		
16.	DRAFT Memorandum of Understanding between Ko.P.T. & Transparency International India		

GC - 1
AMENDMENT
TO

3. GENERAL CONDITIONS OF CONTRACT

❖ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimated Value of Work	Amount of Earnest Money		Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender

	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-

**[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION
NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]**

GC - 2

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 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 Chairman
- 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 representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) 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. Engineer
- 1.5 "Engineer's Representative" means any subordinate 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. Engineer's Representative
- 1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works". 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 godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 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 the works i.e. (Bill of Extra works and Excess works

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 / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification

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- 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. Drawings
- 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. Contract
- 1.12 "Constructional Plant" means all appliances or things of whatsoever nature required 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 works. Constructio
nal Plant
- 1.13 "Site" means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. Site
- 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 deductions therefrom as may be made by the Engineer under the provisions here in after contained. Contract
Price
- 1.15 "Month" means English Calendar Month. 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). Excepted
Risks
- 1.17 Word importing the singular only, also includes the plural and vice-versa where the context so requires. Singular/
Plural
- 1.18 The heading 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. Headings/
Marginal
Notes.

- 1.19 Unless otherwise stipulated the work "Cost" shall be deemed to include overhead costs of the Contractor, whether on or off the site. Cost
- 2.0 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. Engineer's Authority

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- 2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. Authority of Engineer's Representative
- 2.3 *The Engineer shall have full power and authority :* Engineer's Power
- (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, alteration 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 :* Power of Engineer's Representative.
- (i) watch and supervise the works.
- (ii) test and examine any material to be used or workmanship employed in connection with the work.
- (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (iv) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
- (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and

- (vii) 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.

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| 2.5 | <p><i>Provided always that the Engineer's Representative shall have no power :</i></p> <ul style="list-style-type: none"> 3. to order any work involving delay or any extra payment by the Trustees, 4. to make variation of or in the works; and 5. to relieve the Contractor of any of his duties or obligations under the Contract. | Limitation of Engineer's Representative's Power |
| 2.6 | <p>Provided also as follows :</p> <ul style="list-style-type: none"> (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-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any 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 thereupon 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 the 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. | Engineer's Overriding Power |
| 3.0 | <p>THE TENDER/OFFER AND ITS PRE-REQUISITES</p> | |
| 3.1 | <p>The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :</p> <ul style="list-style-type: none"> (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic 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 | <p>The tender must encompass all relevant aspects/ issues.
Site & Local condition.
Drawing/</p> |

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.

Specification / Nature & extent of work to be done.

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- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/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 at Contractor's cost. Water for drinking etc. /Electrical power.
 - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, 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. Payment of Taxes/duties and observance of all statutes.
 - (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 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 initialling 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. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only

Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

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- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) 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 : Exemption from E.M. to Regd. Firms

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender without EM liable to rejection.
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.
- (f) 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. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction Mode of

from all progressive Bill (including final Bill, if necessary) @ 10% of recovery of the gross value of work in each such bill, so that the total recovery balance S.D. 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.

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Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.	Scale of S.D. recovery.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	

(h) 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 Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be. S.D. for supply contracts to be deposited in advance.

(i) 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. No interest payable on E.M. /S.D

3.5 (i) The Security Deposit shall 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. Id, 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 expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has Mode of refund of S.D.

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.

Forfeiture of S.D.

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3. 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 Calcutta/Haldia Branch, as the case may be, of any Nationalised 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 shall be liable to forfeiture; all at the 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-fulfilment 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.

Bank Guarantee in lieu of Cash S.D. in certain cases

3. "Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, 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 GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered."

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

English language to be used

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

Applicability of laws on the contract

1. The Contract Act (India), 1872.
2. The Major Port Trusts 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 Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

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|---------|---|---|
| 4.
2 | After acceptance of his Tender/Offer and when called on 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. | Contractor to Execute Contract Agreement . |
| 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. | Interpretation of contract documents – Engineers' Power |

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| 4.
4 | Two copies of the Drawings 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. | All Drawings are Trustees' property. |
| 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. | Contractor to prepare working / progress drawings |
| 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 sub-letting under this clause. | Contractor cannot sub-let the work |
| 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. | Contractors' price is inclusive of all costs |
| 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 | Contractor is responsible for all construction process, except for |

be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.

correctness of design and specification formulated by the Engineer
Contractor to submit his programme of work

- 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.

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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 him 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 own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other

Contractor to supervise the works

Contractor to deploy qualified men and Engineer's power to remove Contractor's men

Contractor is responsible for line, level, setting out etc.

Contractor is responsible to protect the work

agency and the expenses incurred and certified by 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.

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| 4.1
4 | 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. | Contractor is responsible for all damages to other structures / persons caused by him in executing the work. |
| 4.1
5 | The Contractor shall immediately inform the Engineer's Representatives 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. | Fossils, Treasure travois, etc. are Trustees' property |
| 4.1
6 | The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : | Contractor to Indemnify the Trustees against all claims for loss, damage, etc. |
| | (a) Infringement of any patent right, design, trademark 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) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private 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.

4.1 7 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. Dismantled materials Trustees' property

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4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive

- (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 all the 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 labourer 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 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. Notice to Contractor.

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 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 despatch.

- 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. Contractor not to publish photograph or particulars of work

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- 4.2 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. Contractor to provide facilities to outsiders
- 4.2 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.2 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 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. Trustees' lien on Contractor's Plant & Equipment.
- 5.0 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. Preliminary time to commence work an maintenance of steady rate of progress
- 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. Contractor's site office
- 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 Contractor to observe Trustees' working hours

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.

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| 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. | Contractor to supply all materials as per requirement of the Engineer or his representative |
| 5.5 | Unless stipulated otherwise in the contract all materials, workmanship and 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 material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. | Materials & Works |
| 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. | Contractor to submit samples for approval |
| | 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. | Contractor to arrange all testing at his own cost. |
| 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. | The Contractor shall account for and look after the Trustees' materials |
| | (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued | Contractor to compensate for |

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 in writing.

loss and damage to Trustees’ materials

(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.

Delay in supply of Trustees’ materials will only entitle the Contractor for extension of completion time of work

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(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/or 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/s 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 effect timely supply thereof.

Recovery from Contractor for Trustees’ materials under normal circumstances

(e) If the Engineer decides that due to the contractor’s negligence, any 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 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees’ materials under other circumstances.

- (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 fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any

Contractor to replace materials/work not acceptable to the Engineer or his Representative

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.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

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.

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- 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 –

Contractor to suspend work on Order from Engineer or his Representative

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) 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, and the same shall be final and binding on the Contractor.

- 5.11.1 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 instructions.

- 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

Completion Certificate G.C.1.

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 taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form 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.

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6.0 TERMS OF PAYMENT :

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| 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. | All interim payments are advances till issue of Certificate in Form G.C.2 |
| | On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, 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 only on the basis of measurements 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 decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. | Payment on the basis of measurements at agreed rates. |
| 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. | Limitation for on account payment |
| 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 | Recording of measurements |

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 token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

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- 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, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 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 Rs.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, Advance payment against Non-perishable materials
 - I. the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - II. a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
 - III. 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,
 - IV. in the event of storage 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 Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

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- V. in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring 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 Calcutta/Haldia Branch of any Nationalised Bank or a Schedule 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.
- VI. 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 overcertify for payment or the Trustees should over-pay the Contractor on any account. Recovery for wrong and over payment
- 6.8 No claim for interest shall be admissible or payable 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. Interest not admissible to Contractor
- 7.0 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 fulfilment of his obligation under the contract. Quantities in Bill of Quantities of Tender
- 7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality 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 : Engineer's power to vary the works

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- 7.2 (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. Variation by engineer do not vitiate the contract
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 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. Where written order for variation is not needed
- 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. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (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 decide 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.

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(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.

8.0 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 commotion 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 Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from 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 communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 IV. 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 'Liquidated Damage' and other compensation due to Trustees

(contract piece) as mentioned in the letter 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% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

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(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 and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, 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 :

Default of the Contractors remedies & powers/Termination of Contract.

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

- (v) The Contractor is not executing the works 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 adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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- 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 at 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 work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, 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 taking 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 are known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in 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 Contractor's obligation for maintenance of work.

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 any manner deemed suitable by the Engineer.

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| 9.2 | The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form 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. | Certificate of final completion |
| 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 Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form 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 therefrom in respect of any sum due to the Trustees from the Contractor. | Refund of Security Deposit |
| 10.0 | INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND 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, drawings, designs 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 works 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. | Engineer's decision |
| 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. | Chairman's award. |
| 10.3 | If, however, the Contractor be still dissatisfied with the decision of the | Arbitration. |

Chairman, he shall within 15 days after receiving notice of such decision require 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 his predecessor left it.

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- 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 either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the 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 thereunder, 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 decision. 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 cases 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.

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- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER (UNPRICED)

To
The Chief Engineer,
Kolkata Port Trust.

I/We _____

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

THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED

(Repeat in words) NOT TO BE QUOTED

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

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

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

Dated :
Bidder with Seal)

(Signature of

WITNESS :

Name of the Bidder :

Signature :

Name : (In Block Letters)

Address :

Address :

Occupation :
:

KOLKATA PORT TRUST
FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :
.....
.....

Estimate No. E.E.0.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 2000 to _____ day of _____ 2000 .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)
Name.....
Designation.....
OFFICE SEAL

KOLKATA PORT TRUST

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....

Contract No.

Resolution & 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 obligations under the 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 Manager (I&CF)
Haldia Dock Complex
Calcutta Port Trust
Haldia.
(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

Name of work : _____

Work Order No :- _____

Contract No. _____

Agreement No.....Dt.....

and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

KOLKATA PORT TRUST
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz _____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words 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 :-
 - i.The said Tender/Offer & the acceptance of Tender/ Offer.
 - ii.The Drawings.
 - iii.The General Conditions Of Contract.
 - iv.Special Conditions Of Contract (If any).
 - v.The Conditions Of Tender.
 - vi.The Specifications.

vii. The Bill Of Quantities.

viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

have executed these presents on 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 he presence of :

Name :- _____

Address :- _____

Proforma Of Irrevocable 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 nationalised Bank of India on Non-Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.

Ref. _____

Bank Guarantee No. _____

Date _____

To
The Board of Trustees for the Port of Kolkata,
15, Strand Road
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to _____, with registered office at _____ (hereinafter referred to as the “CONTRACTOR “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated _____ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No _____ dated _____ Valued at Rs _____ for “ _____” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (rupees _____ only) to the EMPLOYER.

We, the _____ Bank, _____, Kolkata/ Haldia having its Head Office at (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -(only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEER and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and

further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forbear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of relieving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs (rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this day of2010 at

WITNESSES

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)
+ Attorney as per power of Attorney No.

Dated

Integrity Pact

Between
Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal/ Employer”.

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, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/ equipment at a competitive price in conformity with the defined specifications/ scope of work by avoiding the high cost and the distortionary impact of corruption on such work /procurement/ disposal and Enabling BIDDERS/ CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1 – Commitments of the Principal/ Employer.

- (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 material 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 Indian Penal Code (IPC)/Prevention of Corruption (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 contract, submission or non-submission of bids 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 purposes 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/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, 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 considered appropriate.

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 and 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 from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of 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 considered appropriate.

Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from 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 Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings. .

Section 8 – Role of Independent External Monitor(IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.

(e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 10 – Pact Duration:

The pact begins with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

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

Section 11 – Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

- (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 reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
 - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.
 - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
 - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.