



SYAMA PRASAD MOOKERJE PORT, KOLKATA

(Erstwhile KOLKATA PORT TRUST)

(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS, GOVERNMENT OF INDIA)

KOLKATA DOCK SYSTEM

वाटर एयरोड्रम के विकास के संबंध में विभिन्न स्थानों पर "फाउंडेशन आदि सहित गैंगवे सहित सभी फिटिंग, फिक्स्चर और फेंडर आदि से सुसज्जित पोंटून के डिजाइन, निर्माण / निर्माण, आपूर्ति, परीक्षण, वितरण, स्थापना और कमीशनिंग" के लिए ई-निविदा पूरे भारत में फैला "

E-Tender for "Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India "

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Issued by

CHIEF ENGINEER
Civil Engineering Department
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15 STRAND ROAD, KOLKATA 700001

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15 STRAND ROAD, KOLKATA 700001**

Civil Engineering Department

1.0 NOTICE INVITING TENDER

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“Design, manufacturing/ construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India ”** as per Bill Of Quantities . The Bid Document may be seen from the Railtel E-nivida Portal. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only.

The tender is also published on SMPK website (www.smpkolkata.shipping.gov.in).

SCHEDULE OF TENDER (SOT)

a. TENDER No.	SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021
b. MODE OF TENDER	e-Procurement System (Online Two part Techno-Commercial Bid and Price Bid through Enivida Portal , https://smpk.enivida.in/ . The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT.
c) i) Estimated Cost Of Work	Not Applicable
ii) Earnest Money Deposit	NIL Bid security declaration in the prescribed format at Annexure D2 to be uploaded.
iii) Tender Document fee	The intending bidders should submit the tender cost of Rs.11,800/- (Rupees eleven thousand eight hundred only) including GST @ 18%) (non-refundable) separately to SMPK through Demand Draft/ Banker's cheque payable to Syama Prasad Mookerjee Port,Kolkata on any scheduled/ Nationalised Bank within 3 working days of last date of submission of bid at the Office of the Chief Engineer, Syama Prasad Mookerjee Port,Kolkata at 15 Strand Road, Kolkata-700001. Or

	ii) NEFT/RTGS to the Bank Account as detailed below: A/C : Syama Prasad Mookerjee Port,Kolkata A/c No : 067502000005535 IFSC : IOBA0000675 Bank Name Indian Overseas Bank Branch Name : STRAND ROAD Branch Otherwise their offer will be summarily rejected. As per cl. 2,page no.13.
d. Date of NIT available to parties to download	26.10.2021 to 15.12.2021 (up to 14:00 hrs.)
f. Pre – Bid Meeting date & Time	Pre-bid meeting will be held on 09.11.2021 at 15-00 hrs. through video conference. Link will be shared later on.
g. Last date of issue of EMD & Tender Document fee in favour of Kolkata Port Trust. Last date of physically submission of Demand Draft/Cheque/Bank Draft.	15.12.2021 (up to 14:00 hrs.) 18.12.2021 (up to 17:30 hrs.)
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at E-nivida Portal.	16.11.2021 (From 17:00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	15.12.2021 (Up to 2:00 P.M.)
j. Date & time of opening of Techno-Commercial Bid .	16.12.2021 (After 2:00 P.M.)

Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

List of Annexures

Important Instructions for E- procurement	:- Annexure - A
Commercial Terms & Conditions	:- Annexure - B
Techno Commercial Bid(Cover-I)	:- Annexure - C
Documents to be uploaded	:- Annexure - D
Price Bid (Cover-II)	:- Annexure – E
General Conditions of Contract	:- Annexure – F

G.Mandal
Chief Engineer
KOLKATA PORT TRUST
Tender Inviting Authority

2.0 Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the Envida Portal <https://SMPK.envida.in/> before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. S.Mitra, Dy. Chief Engineer
- 2 S.K. Halder, SuperintendingEngineer(Contract)
3. G.Basak,ExecutiveEngineer(D & Q)

Phone no.

03371012365, 03371012486, 03371012386

e-mail :-

**cecontract@kolkataporttrust.gov.in, santanumitra@kolkataporttrust.gov.in
& sk.halder@kolkataporttrust.gov.in**

Contact persons (Envida Portal):

Phone No.7278929467/8448288981

Mail id : - envidahelpdesk@gmail.com/ewizardkumar@gmail.com

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	I.SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda” . A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder’s can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-Envida Portal
10.	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda A declaration in this regard is to be made by the bidder.
11.	(A) Part-I i.e. Techno commercial bid will be opened electronically on specified date and time as mentioned in the NIT. Bidder’s can witness electronic opening of Bid. (B) Part-II i.e. Price Bid will be opened electronically of only those bidder(s) whose offer will be techno-commercially qualified and accepted by SMPK.Such bidder(s) will be intimated the date of opening of Price Bid(Part-II) in due course through valid email confirmed by them. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the in the Envida Portal

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**Office of the Chief Engineer,
Head Office Building, 15, Strand Road,
Kolkata 700 001.**

Tele – 033 2230-3451 Extension: 2398,2399

Fax - (033) 2230-0413

**E-mail id: 1. S.Mitra, Dy. Chief Engineer
2 S.K. Halder, Superintending Engineer(Contract)**

Phone no. 03371012365, 03371012486

**e-mail :- santanumitra@kolkataporttrust.gov.in
sk.halder@kolkataporttrust.gov.in
& cecontract@kolkataporttrust.gov.in**

3.0 Commercial Terms & Conditions

SL. NO.	TERMS
1	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 reviewed at the time of techno-commercial evaluation of bids also.
2	Copy of valid NSIC Certificate or MSE Certificate under MSME has to be submitted along with the bid.
3	EARNEST MONEY : As Per NIT
4	E-Tenderers submitted without requisite Tender Fee liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.
5	<u>SCOPE OF WORK :</u> As per E-Tender Document
6	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
7	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP ,Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , SYAMA PRASAD MOOKERJEE PORT, KOLKATA, thereon shall be final and binding upon all parties.

- 8 The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
- 9 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
- 10 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the **Chief Engineer/Superintending Engineer (KPD)** or his authorized representative at his office at 15, Strand Road, Kolkata 700001 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
- 13 **VALIDITY :**
The tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
- 14 **NON- RESPONSIVE BIDDER :-**

The offer/tender shall be treated as non-responsive, if it :

- a) is not accompanied by requisite tender paper cost / or valid NSIC/MSME Registration Certificate.
- b) validity of the offer is less than tender stipulation,
- c) does not meet the Qualification Criteria as stipulated in the NIT.
- d) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

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 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 Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder. Offer / tender is submitted with any deviation from the tender terms

& conditions.

- 15 EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document
- 16 Performance Guarantee : 3% of Contract Value
- 17 In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' **apart from other actions.**
- 18 PRICES: As per BOQ given in the tender document.
- 19 The bidder shall quote his price as per the Bill of Quantities in the Price bid
- 20 Orders may be placed in full/part to the lowest bidder.
- 21 Price(s) to be quoted should remain firm over the contract period.
- 22 **The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**
- 23 **EVALUATION CRITERIA: As per relevant clause of Tender document.**
- 24 PAYMENT: As per Tender document.
- 25 Location: As per Tender document.
- 26 Time of Completion: As per Tender document.
- 27 Work is to be carried out as per terms & condition of the contract document.
- 28 JURISDICTION OF COURT :
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- PERSONAL PROTECTIVE EQUIPMENT (PPE):
- 29 Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-24 may be referred to.
- 30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
- 31 Price adjustment clause: As per Tender document.
- 32 Technical capacity: As stipulated in Tender document.
- 33 Financial capacity: As stipulated in Tender document.
- 34 DOCK PERMITS : As per tender document.

Besides the above conditions all other conditions as stated in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT
15, Strand Road, Kolkata - 700001

NIT No.: SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

NOTE: Last Date of **Download** of tender documents : **15.12.2021 (up to 14.00 hours)**

Tender is due for submission by 15:00 Hours 15.12.2021

Tender will be opened on 16.12.2021 at 15.00 hrs

Techno Commercial Bid(Part-I)

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**E-Tender for “Design, manufacturing/construction ,supply, test, delivery,
installation & commissioning of Pontoon fitted with all fittings, fixtures
and fenders etc. along with gangway including foundation etc. complete
at various locations in connection with development of Water
Aerodrome spread all over India ”**

SHORT TENDER NOTICE

E-Tender is invited from reliable,bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port , Kolkata.

Name of work	:	"Design, manufacturing/construction, supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India "
NIT No	:	SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021
Estimated Cost	:	Not Applicable
Period Of Execution	:	Twelve (12) Months
Earnest Money	:	NIL Bid security declaration in the prescribed format at Annexure D2 to be uploaded.
Period of Download of E-Tender (Both Days Inclusive)	:	26.10.2021 to 15.12.2021 (UPTO 14:00 HRS.) (Bid document will be available on Central Public Procurement Portal (CPPP).
Date and Time for pre-bid meeting	:	Pre bid meeting will be held on 09.11.2021 at 15-00 hrs. through vedio conference. Link will be shared later on.
Last date of submission of e-tender and opening of the tender	:	Submission:15.12.2021 Up to 15:00 hrs. Opening: 16.12.2021 at 15:00hrs.
Cost of Tender Document (Non-refundable)	:	Rs.11,800/-(Rupees eleven thousand eight hundred only) including GST @ 18%) (non-refundable)
➤ Contact Person.	:	S. Mitra, Dy. Chief Engineer S. K.Halder, Superintending Engineer(Contract) G.Basak,ExecutiveEngineer(D & Q) 9836298680, 03371012365 ,03371012486

4.0: INSTRUCTIONS TO BIDDER

E-TENDER FOR “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India ”

NIT No. SMPK/KDS/CIV /T/2617/55

Dt. 22.10.2021

1.0 General:

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer (KPD)** on any working day before quoting for the tender.

2.0 Cost of tender paper is to be physically deposited at the office of Chief Engineer at 15, Strand Road, Kolkata-700 001 by vendors/contractors through Bank Draft/Banker’s Cheque/Demand Draft/Pay Order etc. in favour of Kolkata Port Trust, payable at Kolkata, within 3 days after opening of tender.

2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

Tender submitted without cost of tender paper will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2A Bid shall contain the following *scanned copies of* which are to be uploaded (Refer Annexure D):-

- i) GST registration certificate.
- ii) Valid Trade Licence(Valid for current period & also for type of work) or declaration of non-applicability in other State.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees’ Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees’ State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2017–18, 2018-19 and 2019-20)**. The same should be audited as per relevant norms wherever required alongwith UDIN of the Auditor.
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding Cost of Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm)**.
- xiii) Self-declaration regarding 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 **(to be mentioned in the letter head of the Firm)**.
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm**.
- xvi) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xvii) Bid Security declaration(Annexure D2)
- xviii) Integrity Pact

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

4.0 SECURITY DEPOSIT:-

4.1 For the successful Bidder, the SecurityDeposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract**.

4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.0 Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6.0 VALIDITY OF OFFER:-

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same.

7.0 DETAILED SCRUTINY OF E-TENDERERS :

7.1 During the course of examination of Part-I of the 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 i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.

8.1 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite Tender paper cost /NSIC /MSME Registration certificate.
- (ii) validity of the offer is less than tender stipulation,
- (iii) does not meet the Qualification Criteria as stipulated in the NIT.
- (iv) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

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

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

b) Record of 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.

9. 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 if applicable . Statutory deductions will also be made as applicable at the time of payment.

10. For **Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:-**

10.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or with MSME** are exempted from depositing Cost of Tender Document and Earnest Money.

10.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document as per NIT. **Otherwise their offer will not be considered.**

10.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

11.0 EVALUATION CRITERIA:-

11.1 During evaluation of Part-II i.e. Price Part, 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.

12.0 ACCEPTANCE OF TENDER:-

12.1 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.

12.2 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.

- 12.3 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 within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

13.0 MISCELLANEOUS:

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

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- vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.
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5.0: SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India ”

1. GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenders, and Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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.

- (a) Order letter.
- (b) Bill of Quantities.
- (c) Drawings.
- (d) Particular Specifications of work.
- (e) Special Conditions of Contract.
- (f) 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 Chief Engineer, Kolkata Port Trust, thereon shall be final and binding upon all parties.

The execution of work shall conform minutely to the approved & assigned drawings & specification & any other details drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

3. PRE-QUALIFICATION CRITERIA FOR BIDDERS:

3.1 Bidding is open to all eligible firm / registered manufacturer / builder meeting the minimum qualification eligibility criteria as specified below to qualify the award of the contract.

A minimum of 3 years experience in the field of building & installation / supply of any RCC floating jetty is mandatory.

3.2 Firms not manufacturing jetty and other work specified in scope of work, but supplying/executing the same can also bid for it after obtaining authorization from the manufacturer/executer of the RCC floating jetty. However the authorization should stipulate that the firm is authorized to quote the rates on behalf of the manufacturer. Warranty should be provided by the manufacturer only.

3.3Warranty- The supplier should provide onsite standard comprehensive company warranty for 10 year. The Warranty shall be executed in favour of designated authorities. Details of authorities will be communicated after the issuance of the work order.

3.4(a) : JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted with this tender.

- i) All joint venture agreements / consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure-VIA/VIB).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by Kolkata Port Trust should continue for the entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria. Not more than two firms to be allowed to form the JV.
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The entity processing the tender must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26%.

3.4(b) FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term "Tenderer" used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

i) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

ii) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

iii) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

iv) Subject always to sub-clause (iii) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause.

v) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

OR

vi) A constituent of such Tenderer is also a constituent of another Tenderer;

OR

vii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has

provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; **OR**

viii) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**

ix) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

x) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of Kolkata Port Trust in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note: Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

3.4 (c) Being a relatively new concept, while prequalifying the willing Contractors, the experience of the Indian companies along with the experience of their partners/consortium members/individuals for having executed 'Similar works' in any other country shall be considered, subject to meeting the prevailing extent guidelines/rules of GoI.

3.5 Local representative / companies of such established contractors having a local presence of five or more years be allowed to qualify on the basis of credentials and qualifications of the parent foreign company provided they have an equity participation not less than 26%.

3.6 Contractors/Firms having Experience of successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (i.e., xx Crore each).

(OR)

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (i.e., xx Crore each).

(OR)

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e., xx Crore each).

d) Similar work(s) means “Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS”.

e) Copy of work order/letter of award/letter of work agreement alone shall not only suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head along with supporting documents is mandatory to qualify.

f) Any entity that has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.

3.7 The average annual financial turnover of the bidding firm during the last three years ending 31st March 2020, should be at least 30% of the estimated cost put to tender (i.e., ` xx Crore).

3.8 The Joint Venture/Consortium firms are also allowed to participate the tender subject to fulfilling the eligibility criteria.

3.9 Work experience as a sub contractor shall not be considered as the requisite qualification.

4. SCOPE OF WORK:

4.1 Ministry of Ports, Shipping and Waterways has entrusted SMP,K to undertake development of Water Aerodrome at various locations, spread all over India, as deposit work .

As a part of the Initiative, SMP,K is inviting tender to install Docking Jetty[pontoon] with gangway at following location ,spread over India:

- (a) Guwahati River Front at Assam
- (b) Umrangshu Reservoir at Assam
- (c) Junglighat at Andaman & Nicobar Islands
- (d) Tapti River in Surat at Gujarat
- (e) Nagarjunasagar Dam at Telengana
- (f) Prakasam Barrage at Telengana
- (g) Backwater at Cochin
- (h) Kavarati at Lakshadeep
- (i) Minicoy at Lakshadeep

4.2 Brief description of location of work:

The sites are located all over India as described below:

- 4.2.1 Guwahati River Front at Assam:
- 4.2.2 Umrangshu Reservoir at Assam:
- 4.2.3 Junglighat at Andaman & Nicobar Islands:
- 4.2.4 Tapti River in Surat at Gujarat:
- 4.2.5 Nagarjunasagar Dam at Telengana:
- 4.2.6 Prakasam Barrage at Telengana
- 4.2.7 Backwater at Cochin
- 4.2.8 Kavarati at Lakshadweep
- 4.2.9 Minicoy at Lakshadweep

4.3 This project broadly envisages the following works:

4.3.1 Supply & installation of RCC floating Pontoon with Polystyrene core at the stated location under 4.1.

4.3.2 Supply & installation of Aluminium Gangway for connecting the floating RCC pontoon as stated under 4.1 with adjoining land for Connectivity

4.3.3 All other miscellaneous and contingent items required for the proper completion of all the above work.

4.4 The work will include "Design, manufacturing/construction, supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India " as described and set forth in Bill of Quantities, Special Conditions of Contract, Particulars Specification of works, Specification for materials & workmanship with all additional or varied works which may thereafter thereafter be required in accordance with Clause 7 of General conditions of contract.

The works also includes all appurtenant works as directed and set forth in Bill of quantities, Special Conditions of Contract, Technical Specification of the works, Specification for materials & workmanship with all additional or varied works which may thereafter be required in accordance with clause 7 of General Conditions of Contract and as per direction and per direction and up to satisfaction of the Engineer.

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

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

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

c) The contractor shall carry out the work in such a way so that normal day to day activities of the Port area are not hampered.

d) Providing all survey equipments with competent personnel to carry out survey works required for execution of the work.

The intended tenderer shall inspect the site of work in consultation with the S.E (Kolkata/R.T.), Civil Engineering Department and acquaint him with the nature of the work before preparing his tender. His attention is drawn to Clause No. 3.1 of the General Conditions of Contract in this regards. No excuse or ignorance as to the site conditions, or change in site due to natural factor or availability of space for storing material and approaches to the site etc. will be entertained.

4.5 Vetting of design & drawing with Concurrent Inspection & final certification for RCC Floating Jetty & aluminium gangway:

The vetting of the design & drawings , inspection & final certification of RCC floating jetty alongwith aluminium gangway including foundation where necessary is to be done by authorized Consultant, (Viz. IITM, Chennai, Dept. of Ocean Engineering/Any IIT , etc) on prior intimation regarding.

The expenditure towards the engagement of consultant is to be borne by the Contractor.

a) Completion of RCC floats assembly.

b) Completion of deck of floats with fenders and fittings

c) Completion of fitting with hand rails.

d) Completion of connectivity, hinges, fixity, foundation etc. on the upper end of RCC Floating Jetty side in the land.

4.6 The work will be awarded on receipt of the Environment Clearance, if any from the Competent Authority.

5. Rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The EIC may at his discretion allot additional working area if required by the contractor anywhere within the vicinity of the proposed location subject to availability and usual rental charges basis. However, the contractor shall arrange their own cost for the transportation of men and materials to the work site.

6. The successful tenderer shall work in co-ordination with the other agencies involved in the project and other port operations. The Competent authority reserves the right to divide and distribute all or any item of the work to more than one contractor. The decision of the competent authority shall be final and binding on the contractor in this respect.

7. The work has to be carried out in proposed location as proposed in the drawings. The site will be handed over as is where in condition for execution. Depending upon the date of handing over the site to the contractor or delay due to port activities, the Engineer in charge at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The tenderer has to take into account all the delays due to this kind of port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation/extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever. No claim towards idle time charges will be entertained by the SMP,K for any reasons whatsoever.

The tenderer shall inspect, examine the site, the nature of structure and substructure. The stacking and movement of traffic along with the quantities, nature of work and materials necessary for the completion of the works, means of access to the site, shall be ascertained by themselves. All necessary information as to risks, contingencies and other circumstances which may influence or affect his tender and satisfy himself before submitting his tender. No extra charges consequent on any wrong understanding of the work or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the EIC responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the EIC. In case, any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of the EIC.

8. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from damage by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Nodal officer thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

9. Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the EIC.

10. The EIC shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the EIC against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

11. Responsibility of Contractor for methodology of works:

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.
- iii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., 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 concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.
- iv) The contractor shall not be entitled to any payment for works carried out by them for their constructional convenience.
- v) The Contractor should bring to the notice of Engineer in Charge, discrepancy, if any therein, before actually carrying out the work.
- vi) The Rate quoted for the unit rate of Individual items shall be inclusive of all direct & indirect taxes, all activities and to provide the item as per the schedule.
- vii) The execution of certain works may be carried out during the monsoon also. The contractor must maintain sufficient labour force as may be required for the work and plan and execute the construction according to the prescribed time schedule. No special rate will be considered for such work in monsoon. For night hours the contractor shall make lighting at his cost.
- viii) It shall be the contractor's responsibility to set out the necessary alignment etc., for day to day / all day work. The contractor shall provide, fix and be responsible for the maintenance of all distinguishable stakes, marker buoys, templates, level marks and other similar things and shall take necessary steps to prevent their removal or disturbance and shall be responsible for the consequences of such removal or disturbance if the same takes place, and for their efficient and timely re-installation.
- ix) The contractor shall be entirely responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify all errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost when instructions are issued to that effect by the Engineer in Charge.
- x) If at any time before the work are taken over, the Engineer in Charge, SMP,K, or his representative decide that any work done or materials used by the contractor or any sub-contractor are defective, or not in accordance with the contract, or that the works or any

portion thereof are defective, or do not fulfill the requirement of contract (all such matters being herein after called Defects in the clause) and as soon as reasonably practicable, give to the contractor's notice in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred, then the contractor shall at his own expense and with all speed make good the defect so specified.

xi) If any defects have been observed within twelve months after completion of the work, and are not rectified within a reasonable time, the EIC, SMP, K, or his representative may propose to do the work at the contractor's risk and costs and deduct from the Security Deposit such sums as may be decided by the EIC.

xii) In case of any defective works, the contractor shall rectify the same at his cost. Any dislodgment / settlement shall be made good and set right during construction at the contractor's cost.

xiii) The contractor shall not collect any coral product from the sea shore and ensure that the coral growth is not disturbed.

12. Programme and Progress:

The contractor shall give scientifically analyzed detailed bar chart for all the activities of the work within 7 days from the date of issue of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site. The bar chart shall also be prepared covering the physical milestones as envisaged in the tender documents. Nothing extra shall be paid for preparation/modification of bar chart.

While preparing the above detailed bar chart, effort shall be made to take all possible items of work simultaneously.

Separate bar chart should be prepared exclusively for procurement of materials. The detailed bar chart should distinctly bifurcate the items of work and of materials required for the execution of that item. Both should not be clubbed together. For example, for internal plumbing work the bar chart should show the procurement of pipe and other fittings with start and finish dates and items of work with start and finish dates separately. Both items should be interlinked proceeding and succeeding activity. The bar chart not indicating procurement of items separately will not be accepted.

Similarly bar chart should be prepared separately for arrangement of labour.

The bar chart so finalized and accepted by department should be got reviewed by the department, once in a month regularly. Modified / revised bar chart shall be prepared in the event of not adhering to the targets mentioned in the earlier bar chart. The contractor shall augment additional resources, materials and man power for achieving the targets, so submitted in the revised bar chart.

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

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

13. Supply of water for the works:

The contractor shall make his own arrangements for water supply to his labourers as well as for the construction work. Clean fresh water should only be used for mixing concrete and curing. Water should be free from saline and deleterious matter in solution or in suspension. Use of sea water shall not be allowed for construction or curing. The contractor should ensure that the rate of withdrawal of ground water for the work from the surrounding area should not affect the hydrological system of the area. Water used for mixing & Curing shall be clean & free from injurious amount of oils , acids salts & Organic materials or other substances that may be deleterious to concrete or steel the permissible concentrations will be limited as per IS : 456 – 2000. No ground water should be tapped for the work.

14. Electricity Supply for Works:

The contractor shall arrange his own electric connection at his cost from the Electricity department at all the locations stated for :

- a) Domestic use for his workmen and employees.
- b) Area illumination at work sites.
- c) All steel fabrication works.

15. Tools & Plants:

The contractor has to arrange loading and unloading including stevedoring of his materials and tools and plant at the stated locations, where necessary.

The contractor shall also supply his tools, plants and constructional equipments within his quoted rates. A list of plant as intended to be employed by the tenderers in this construction must be furnished with full details along with the tender.

16. Cement:

SMPK will not supply the cement required for the work and the contractor has to make his own arrangements.

17. Steel:

SMPK will not supply the steel required for the work and the contractor has to make his own arrangements.

18. Supply of Drinking Water:

The contractor has to make his own arrangements and no drinking water will be supplied by the SMP,K either free or at cost.

19. Water and Fuel for plants and Machinery:

The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the works, plants and machinery etc.

20. GENERAL CONDITIONS RELATING TO WORKS:

The contractor shall make his own arrangement to obtain immigration or any other approval required for his expatriate personnel. A fresh domicile certificate of individual issued from the concerned district authority with photograph affixed on it be produce on arrival at worksite for verification of his character and antecedents from the concerned police station.

The contractor shall submit the names of the workers employed by him to the EIC. No. workers, employees of Government department shall be employed by the contractor without production of discharge certificate from the department concerned.

In case any labour is to be brought from mainland, Contractor must ensure that foreign national entering in this Island on Tourist visa are not engaged in the work. Contractors must submit names of these workmen engaged in the work to the EIC stating their citizenship, character and antecedents.

The contractor shall make his own arrangement for transportation of HSD, Petrol, etc required for this project.

The contractor should ensure that none of his workers collect forest produce, Corals or any other natural flora and fauna without permission of the Forest Department, as all such activities anywhere in the islands are banned by the Forest Department.

21. SHIPMENT AND LANDING CHARGES CUSTOMS DUTY ETC.:

The contractor shall bear all expenses in connection with the shipment and landing of any plant, materials or other things imported or brought for the purpose of the contract. The rates quoted by the contractor shall also include the cost of customs duties, all statutory charges such as Port dues (of any authorities), wharfage charges, berth hire charges, royalty charges, GST. Excise

duty, Tolls, Quarry fees, etc on any plant, materials or things imported into by him for the contract whether for permanent or temporary works. No claims will be entertained on this account.

22. UNAUTHORIZED PERSONS:

No unauthorized persons will be allowed at the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

23. FIRE FIGHTING ARRANGEMENTS AND FIRST AID FACILITIES:

The contractor may be subjected to periodic fire prevention inspections by local fire prevention authorities. Deficiency or unsafe condition shall be corrected at the cost of the contractor and the approval of the Engineer in Charge and the local Fire Department.

24. CONSTRUCTION RECORDS:

The contractor shall keep and supply to Engineer In charge full and accurate records of the dimensions and positions of all new work and any other information necessary for the Engineer In charge to be able to prepare completion drawings, recording details of the work as constructed.

25. LICENSE, PERMITS, ETC.:

The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for his crafts and also for the procurement of any spares that he may require during the progress of the works. The contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or holdup occurs in the execution of works.

26. MAINTAINING UTILITY AND SERVICES:

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

The contractor shall not damage, close or obstruct any utility areas, roads, traffic or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by contractor's operation, the contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same at his own cost and provide

such temporary guards, lights and other signals or as necessary or required for safety and as will be acceptable to the EIC and / or the Local Authorities of the utility, highway, road or other property and any further work considered necessary by the Engineer's representative. The same should be done without any delay otherwise the cost of such repairing shall be recovered from his running bill for which Engineer's decision shall be final and binding.

27. WORK PROGRAMME FOR AREAS WITH RESTRICTED ACCESS:

a) Work to be carried out inside the harbor shall be so programmed to ensure, that the time period required to carry out the entire activities is minimum.

b) advance preparations with regard to approvals, procurement of all materials, plant, personnel etc., shall be made to achieve the targets, this may call for working continuously or at unscheduled hours as directed and approved by the EIC.

c) The tenderer shall submit a detailed programme chart showing detailed program and diagram in an approved form showing the estimated dates of commencement and completion of the various parts of the temporary and permanent works, including anticipated dates and arrangements for delivery, erection etc. of materials for the various sections of the works.

d) The sequence in which the works are to be carried out shall be as approved by the Engineer – in- Charge. A program of work is to be submitted to the Engineer in Charge for review and approval and this has to be periodically updated and modified as per actual progress of work to enable timely completion. The program should essentially show the key days for important operations and shall contain full and complete details. The contractor shall submit progress report regularly for the period of working as per the format specified by the Engineer in charge showing up to date progress of all the important activities.

28. STOPPAGE OF WORKS:

Contractor may be instructed to stop the works from time to time due to security reason, movement of ships or any other reasons as per the instruction of Port Authorities.

29. Access to the Site:

30. Work Site:

The work site is located **spread all over India as stated under 4.2..** Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **SE (KPD)** at their office at **15 Strand Road, Kolkata-700001** to make the site.

31 . INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (KPD), 51, Circular Garden Reach Road, Kolkata 700043** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

32 .SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed **at the stated location under 4.2** as detailed in the Scope of Work & B.O.Q. The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

33.Port Requirement:

The normal Port operations will be continued throughout the progress of the works and the contractor shall carry out their works without any hindrance to other port activities.

The contractor shall obey orders and directions given by the Engineer in Charge or his authorized representative in the course of the discharge of his duties.

34. Interruptions of work and idle time charges:

The contractor shall allow in his rates for any loss of working hours due to weather, and shifting of plants and other equipment from one area to another area depending upon the traffic operations or for maintenance.

Any claim for idling of the contractor's plant and machinery or any other inputs shall not be entertained by the SMP,K for reasons whatsoever including non-availability of working area and therefore the contractor may consider all such events including the normal Port operations and submit their offer accordingly. For the reasons stated or for any other reasons, no claim on idle time charges shall be entertained

35. Clearance of site on completion:

- i) After completion of the contract the contractor shall remove at his own cost all chains, wires and any other equipment, plant or materials introduced by him.
- ii) After the completion of the work, contractor should clear all the residual materials belonging to the contractor within 15 days and prior to the final bill payment.

36. Environmental Considerations:

The contractor shall refrain from using plant, which makes excessive noise, particularly during the hours of darkness, which shall be limited to 45 db(A) at a distance of 100 m from the working area and other plants.

The information furnished hereinafter and provided elsewhere is given in good faith, but the Tenderer shall satisfy himself regarding the weather, tides, etc., and no claim will be entertained due to any error in the information supplied.

37. Time for Completion:

The work shall be commenced immediately after the date of award of the work. The time for completion of work will be **12 Months after the issuance of award of work order.**

38. Supply of Materials by the Contractor:

It will be the responsibility of the Contractor to make timely procurement of all materials for completion of the works as per schedule in time.

39. Cleaning during execution and after completion:

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

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMPK stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

40. Taking over/ handing over of the completed works:

All the work until handed over to the Engineer-in-Charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost. All the losses and damage caused by or due to fires, weather, tides or any other reasons. Contractor shall hand over the work in good order and conditions and in conformity in every respect with the requirements of the contract along with all statutory approvals/registration from the competent authority. All statutory approvals/registration will be the part of the agency's scope. The completed works will be taken over for use as per the decision of Engineer-in-charge.

41. Employment of Skilled Labour:

During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.

42. Navigational Channel to be kept free:

Throughout the period of the contract, the contractor shall ensure that the work is carried out without causing any obstruction or interference to the normal traffic in the approach channel and basin as specified elsewhere in the contract agreement. The contractor's craft and personnel shall at all times adhere to the established Rules of Port Authorities and comply with any directions in respect of navigation in the basin in waters that may be issued from time to time by the EIC and Port Authorities. The contractor shall also conform in every way to the requirements in respect of making, lighting and watching and structure, craft or equipment employed in the execution of the contract.

43. Survey and Setting Out:

The contractor shall at his expenses carryout all the necessary surveys, measurements and setting out of the works and shall for this purpose engage qualified and competent surveyors whose names and qualifications shall be submitted to the Engineer in Charge for his approval.

The contractor shall make available, at his own expense, any poles, pegs, staging, templates or profiles required by the EIC or his representative for inspection and / or measurements of the works.

44. Environmental Para Meters:

Empty Cement bags, gunny bags / Plastic bags and other packing material shall not be disposed / thrown in the Island or in sea. These materials shall be collected quantified and stored properly for bringing back by the contractor to mainland for their disposal.

Construction machinery, approaching barges and vessels utilized directly or indirectly for construction purpose shall not dispose any waste in the territorial water of islands.

No such structures or activity other than most essential for construction works shall be permitted on the reef, which may potentially damage the corals.

No solid waste e.g. used bags, unusable bars and rods concrete waste, plastic waste etc., must not be disposed in the sea water. Any violation shall attract penalty to the contractor.

It will be responsibility of the contractor to ensure that no leakage / spillage of oil should take place from construction machinery during operation of the machinery and handling of oil etc., Oil inventory register should be kept specifying waste oil inventory also.

The contractor shall ensure full proof system of waste collection and disposal during construction period. Any disposal shall be with the permission of competent authority of Andaman Lakshadweep Harbour works / Local Authorities.

45. Sufficiency of Tender:

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

ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

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

46. Accessibility for Checking and Supervision:

The engaged Contractor is to provide necessary arrangement for free access to the SMPK officer's and personnel for supervision and checking of the subject work at his own cost.

47. MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer.

The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

48. Quality Control:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

49.1. Sampling and Testing of Construction Materials:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer. The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost. The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

49.2. Specifications/ Codes and Standards:

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

50. Temporary Works:

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

51. Contract Price:

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees’ as provided for in the Contract.

52.Setting out of work and initial measurements:

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor’s responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

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

53.Forwarding of Materials :

The contractor shall have to arrange transport for forwarding any usable/ saleable materials that may be found during the process of execution of the work to the designated space / yard or any other site/ godown including labourers, transportation, loading, unloading all complete as per the direction of the Engineer or his representative at site. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

54.PARTICULARS OF EXISTING WORKS:

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of “Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust)” given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

55.SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees’ Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipments shall comply to the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

59.HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

60. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

61. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2014), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

60. ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities.

The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the Designated / assigned officer with necessary documents in original. Subject to the availability and feasibility of system, SMPK may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of SMPK.

62. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

63. ESCALATION / VARIATION ON PRICES:

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

64. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, 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. **Payment to the labourers to be made as per the**

minimum wage rates fixed by Chief Labour Commissioner (Central) and revision from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures. **The Contractor shall comply to the Employees' Bonus rules & to pay Bonus once a year to his workmen accordingly, for which no extra payment shall be made to the Contractor.**

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

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

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'.

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

65.COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e.**Superintending Engineer (KPD)**.

The Contractor is to pay necessary ESI and EPF for the engaged labour as per the relevant Act implied for this job. Without the payment certificate or proof of the same bills will not be recommended for payment.

66. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act 1961
- m) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- n) Motor Vehicle Act, latest revision.
- o) The payment of Bonus Act,1965.

67. TAXES & DUTIES: -

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Syama Prasad Mookerjee Port,Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

68. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

69. Contractor to execute Contract Agreement:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the

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

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

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

70. Employment of Local Resources:

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, unskilled)

both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

71. Calcutta Port Trust:

The expression “**CALCUTTA PORT TRUST**”/“**KOLKATA PORT TRUST**” appearing anywhere in the tender documents, shall be construed to read as “**Syama Prasad Mookerjee Port, Kolkata**”.

72. 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 breakup/analysis 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.

73. Workmen and Wages:

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

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

74. Rate for payment against extra Items:

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

- (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.

75. Disparity in quoted rate/amount:

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.

76. Working Period:

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

77. Bank Guarantee in lieu of Cash Security Deposit:

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

78. Measures against pollution:

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

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

81. Defect Liability Period:

The defect liability period for the work is **10 (ten) years** from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor.

82. Errors in the B.O.Q :

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

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6.0 Particular Specification

Part-I

1. STANDARDS:

Unless otherwise specified in the Contract, the relevant provisions of the appropriate bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS Standards do not exist, the latest version of the relevant British Standard Specification or Standard of the American Society for Testing Materials shall apply.

IS / BIS	:	Indian Standards
BSS	:	British Standard Specification
Cp	:	British Standard Code of Practice
ASTM	:	Standard of the American Society for Testing Materials

The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the pattern or samples submitted by him for approval of the EIC or his nominee.

All materials used shall be new and no material shall be used on the work without the prior approval of the EIC or his nominee. The decision of the Engineer in Charge or his nominee regarding the quality of any materials used on the work will be final and binding on the contractor. He shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Engineer In Charge or his nominee shall remove such materials from the site of work and shall deduct the cost incurred by such removal by the SMP,K from the site of work from any moneys due to the contractor.

2. STANDARD PRODUCTS:

If mention is made in the Contract of named products of individual manufacturers, is an indication of the standard or type and workmanship of goods, which are satisfactory to the Nodal officer.

The Contractor may substitute similar Products of at least equal quality and suitability, subject to the approval of the Nodal officer provided that the Contractor has submitted with his Tender

proposals for such substitution with full particulars of the proposed alternative products; otherwise, the Contractor's proposals may not be considered.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacture's products are approved by the relevant standards authority.

3. TEST CERTIFICATES:

Where specified, each consignment of materials or products intended for use in the Permanent works shall be accompanied by a manufacturer's test certificate / test certificate from approved laboratories showing that it conforms in all respects to the appropriate standards and specifications.

If no such certificates are enclosed, the Engineer in Charge shall have the materials or products tested in any of the laboratories approved by ISI/PWD/Government or any other laboratory approved by competent authority. The costs of such tests shall be borne by the Agency.

4. Warranty:

The supplier should provide onsite standard comprehensive company warranty for **ten years**. The Warranty shall be executed in favour of SMP,K. The warranty period starts from the date of certificate issued by IRS/IACS and handed over the project in complete shape.

5. AS-BUILT DRAWING:

During performance of work under this contract, the agency shall keep at the site of the works, a record as a set of transparencies which shall be kept marked up in detail to indicate such changes or additions as may be requested by Engineer in Charge or required to suit field or other conditions. Whenever, requested by the Engineer in Charge during the execution of the works, the agency shall submit copies of these up-to-date drawings.

6. WORKS TO BE KEPT DRY:

If certain parts of the Works or Temporary works are liable to flooding at any stage, the agency shall be responsible for preventing such flooding and for promptly rectifying any damage to the works or Temporary works so occasioned by flooding.

Part – II

Specification of Works and Materials/Workmanship

1. Development of Water Aerodrome at the stated location shall be carried out as per the requirements of Indian standard specification. All materials shall be as specified under relevant clauses as applicable. Concrete & other materials shall be of the grade indicated in the schedule.

The Contractor shall be responsible for:

- a) Supply of all construction materials & materials required for fabrication of RCC Floating Pontoons and aluminium gangway etc within the time frame of the work.
- b) Removal of loose materials / boulders etc., with in the area of construction and make level for construction work.

2. Supervision and Control of the Works:

The Contractor shall depute experienced and qualified engineers and supervisory staff to be in charge of the work.

The site supervisor shall be experienced in marine construction works. Curriculum vitae of the personnel likely to be deployed for the work shall be submitted with the tender. The site supervisor shall devote his entire time to the wharf work during his duty hours.

During execution, it may be explored, as to whether setting up a pre-cast concrete manufacturing facility at the harbour and probably also a plant to produce the flotation foam is necessary for any technical limitations of the site/project where manufacturing elsewhere and transporting to site is infeasible technically.

3. TECHNICAL SPECIFICATIONS:

3.1 Manufacturing, Supply & installation of RCC Floating Pontoon.

Sl.No.	Specification
1.	<p>The jetty shall be constructed of reinforced concrete of grade M45 or greater.</p> <p>NOTE: Cement and GGBS(Ground Granulated Blast-furnace Slag) can be used in the concrete mix to ensure the chloride protection of the concrete of less than 2000 COULOMBS (AASHTO T 277 93/ASTM C 1202,2005) Water penetration <30mm (BS EN 12390 Part 8:2000) and water absorption <2.3% (BS1881 Part 122, 1983, Initial Surface absorption <0.25ML/M2 S (BE 1881 Part 208:1996 C1.8 1.3.1)</p> <p>Key considerations for finalising specifications of floating concrete pontoons for seaplane operations are as below:</p> <ol style="list-style-type: none"> Platform surface should be hindrance free to allow the seaplane wing to pass without any obstruction Use of flexible lubricated connectors is recommended for longer life and durability as fixed connectors tend to break due to constant wave movements Connectors that are easy to replace ideally without taking the pontoon out from the water minimise down time and significant maintenance cost hence should be a preferred choice Concrete cover over reinforcement should be no less than 45 mm on all surfaces Contractor should specify amount of reinforcement being used Utility ducts on the surface of pontoon should be covered using same specification concrete covers and not metal plates to allow for smooth movement of passengers, baggage and equipment.
1a.	The use of additives should be considered for increasing the lifetime of the jetties.
2.	The concrete shall be reinforced with hot- dipped galvanised steel or corrosion-resistant steel. The concrete cover shall at no location be less than 45mm.
3.	The deck of the jetty shall be plain concrete with an additional suitable protective non-slip coating to resist oil and fuel spills and other contaminations to the concrete deck should be considered at locations prone to such contaminations.
4.	Cast-in plastic utility ducts to be provided along each side and/ or along centreline of the jetty. Manholes, pull pits in the pontoons shall be an integral part of the pontoon structure and be in waterproof reinforced concrete. Manholes and pull pits shall be provided with reinforced concrete covers complying with the structural deck load. Each

	Manhole / pull pit shall be provided with a drain hole. Cast-in industry grade UPVC utility ducts can be considered along each side and along centre line of the jetty.
5.	All cast-in components shall be of stainless steel Grade 316-L. The pontoons wall be connected using multiple flexible connectors on both sides. Connecting parts to be suitably protected and easy accessible.
6.	Stainless steel mooring bollards 10T capacity suitable for the moored vessels shall be installed to cast-in anchor sockets, cast into the main structure of the jetty at locations at 4m spacing along both sides of the Jetty or the spacing suitable for the moored boats
7.	Suitable size anchor sockets to be cast into the pontoon structure to all for installation fenders.
8.	Cast-in stainless-steel 316L equivalent anchor-sockets along top edge at 1m spacing.
9.	Access gangways fabricated from grade 6031- T6 or 6036-TS aluminum. Gangways decked with FRP non-slip grating. Max Gradient not to exceed 1:4.
10.	The jetty shall be designed to withstand a constant, everyday wave height of 0.3m from any direction, and an occasional (i.e. storm) wave height of 0.6m from any direction.
11.	The jetty shall have a demonstrable service life under normal operating conditions of at least 20 years with minimum maintenance.
12.	The jetty system shall hold accreditations from Indian national classification authorities. The system must have a track record of at least 10 years in harsh environmental conditions.

3.1.1 Applications:

Landing for workboats and Sea Plane.

3.1.2 Technical Specifications

Length (m)	12.00
Width (m)	03.00
Net capacity (KN/m ²)	9.00
Concrete Grade	M45
Steel	Hot Dipped galvanized steel or corrosion resistant steel
Cement	Cement and GGBS(Ground Granulated Blast-furnace Slag) can be used in the concrete mix to ensure the chloride protection of the

	concrete of less than 2000 COULOMBS (AASHTO T 277 93/ASTM C 1202,2005) Water penetration <30mm (BS EN 12390 Part 8:2000) and water absorption <2.3% (BS1881 Part 122, 1983,Initial Surface absorption <0.25ML/M2 S (BE 1881 Part 208:1996 C1.8 1.3.1)
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- Be of monolithic construction meaning that there are no parts that can become loose or can be stolen and have sufficient strength.
- Be connected to the adjoining pontoons by massively strong bolts at each end. The connection to incorporate rubbers that allow for the flexing in wave conditions.
- Have a core of closed cell, expanded polystyrene foam that would makes the pontoon unsinkable.
- All pipes and cables can be run safely below deck to avoid damages.

3.1.3 Mooring System:

The mooring system should be properly designed and incorporate steel anchors and/or concrete gravity sinkers of appropriate size, weight and design to achieve the best anchoring result in the seabed at the installation site.

3.1.4 Approvals:

As per Govt. policies promulgated from time to time.

3.1.5 Control of Alignment:

The pontoons shall be installed as accurately as possible to suit local conditions. The Contractor shall be entirely responsible for ensuring that the pontoons are placed in position and to required depth and verticality as specified by relevant IS code. Any damaged pontoon shall be replaced at no extra cost.

Setting up the equipment to the exact location, shifting of concrete pontoons and setting up of temporary platform to facilitate all activities related to installation of the pontoon location shall be an approved construction methodology. The shifting and setting of the equipment should ensure the concrete pontoons at given location are fixed within the permissible tolerance of location and control of alignment.

3.2 Aluminum Gangway:

Aluminum Alloy Gangway ladder made out of High Tensile Aluminum Alloy angle, flat & plate (should confirm to IS 733:63400 Alloy/Angles and plate confirm to IS 737:1100) with footsteps having 30cm interval, detachable G.I. Pipes hand rails at both sides, including providing end hooks on top 20mm thick hot dip galvanized & suitable for ship mooring on Wharf in open sea, 02 Nos. Heavy duty wheels as normally provided in ship gangways (15cm dia x 50cm thick) with thrust bearing having 360° movement with bracket at bottom, 50cm long folding plate at bottom with hinges, 02 Nos. M.S. Wheel with ball bearing and hard rubber lining at the center of the gangway for moving manually on wheels, 02

Nos. extra ring suitable to tie up with ship at top, 04 Nos. rings at suitable places for lifting the gangway and providing 04 Nos test quality link chain for both ends. Hooks on top and roller at bottom.

The designer/manufacturer has to produce a certificate from MMD/IRS that gangway is designed and fabricated as per standard norms & the same can be used for embarkation/disembarkation facilities from ship and shore and also material consumed confirm to IS Specification.

Size:-

Length: 11.00 Mtr.

Width: 1.20Mtr.

Handle Height: 0.95 Mtr. (Minimum)

Wheel dia: 0.25 Mtr. (Minimum) with details of approved drawing by MMD/IRS.

Led solar powered light post

120W LED Solar shrouded floodlights with covered Lithium Ion Battery, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level.

3.3 Supply and Installation of Marker Buoys & Wind indicators at the stated location

- Marker buoys to demarcate the landing taxi area.
- Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos firefighting delivery hose 30m each.
- Life Buoyer (Foam Ring Buoy, 20-Inch, Orange).
- Adult Life saving Jacket with whistle.
- Child Life saving Jacket with whistle.
- Eco Fire ABC Powder Type Fire Extinguisher 6KG (ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose Uses. ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)
- Fire Sand Fire Bucket Stand with 4 Nos Bucket.
- 30m Life line Spool, Dual Ended Bolt Snap Clip.
- First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)

4. Concreting

The concrete mix shall be designed in accordance with the relevant IS Code and sections of this Specification, taking into consideration the method of pouring concrete. Concreting shall generally be carried out in accordance with IS: 2911 (Part 1).

me /Sec 2). The workability and method of placement of the concrete shall be such that a continuous monolithic concrete or grout shaft of the full cross-section is formed. Concrete shall be transported from the mixer to the position of casting in such a manner that segregation of the mix does not occur. Unless otherwise stated in these Specifications, materials and construction of the Works shall comply in all respects with the latest edition of IS: 456 and other relevant codes together with the latest editions of all relevant Indian Standard Specifications and Codes of Practice.

5. Definitions:

Cement	Hydraulic binder that sets and hardens by chemical interaction with water and is capable of doing so under water.
Characteristic Strength	That value of strength below which not more than 5% of the test results of all possible strength measurements of the specified concrete are expected to fall.
Cement Content	Mass of cement contained in a cubic meter of fresh, fully compacted concrete, expressed in kg/m3.
Free Water/Cement Ratio	Ratio of the mass of free water (that is, excluding the water absorbed by the aggregate to reach a saturated surface dry condition) to the mass of cement in a concrete mix.

6. Permitted Types of Cement:

Type	Standard Specification
Ordinary Portland Cement	I.S. -8112
Ordinary Portland Cement shall be Grade 43/53	

7. Permitted Aggregates:

Type	Standard Specification
Natural	IS-383

8. Aggregate Properties:

Property	Test
Flakiness Index	I.S. 2386 Part I
Elongation Index	I.S. -2386 Part I
Water Absorption	I.S. -2386 Part III
Aggregate Abrasion Value	I.S. -2386 Part IV
Aggregate Crushing Value	I.S. -2386 Part IV

9. Concrete Mix Schedule:

Cement Type	53/43 Grade OPC		
Aggregate Type	Fine	Pulverised Sand IS 383	Pulverised Sand IS383
	Coarse	20mm	20mm
Nominal max aggregate size		20mm	20mm
Concrete characteristic strength N/mm2		20	30

Min. Cement Content kg/m ³	400	450
Workability Slump(mm)	50-100	45-100
Notes:		
1. Water reducing admixtures, retarders, plasticizers all of approved make, will be permitted.		

10. Personnel, Foremen, Mixer Operators, Vibrator Operators.

Personnel: A qualified concrete quality control Engineer shall be employed by the Contractor.

Foreman: Fully experienced foreman shall be in charge of all concrete placing gangs.

Plant/Mixer Operators: Experienced and trained mixer operators shall be employed.

Vibrator Operators: Mechanical vibrators shall be operated only by trained and experienced workmen.

11. Cement

a. Permitted Types of Cement

The contractor shall procure 43 Grade or 53 grade (conforming to IS 8112) Ordinary Portland cement or any other special grade/quality of cement as required for the work, from reputed manufacturers of cement such as Ultra tech, Birla, A.C. India Cements, Madras Cements, Chettinadu Cements, Dalmia Cements, Zuari Cements, Panna Cements or any other equivalent brands as approved by the EIC. As a precautionary measure, the cement from two or three definite sources shall be tested and got approved. Change of brand will be permitted with prior approval of Nodal Officer subject to satisfactory result of concrete mix and its approval.

b. Approval of Cement Supply

Supply of cement for the Works shall be arranged by the Contractor.

So far as is possible cement of a required type shall be supplied from sources approved throughout the execution of the Works, and no variations in source of supply shall be made without the approval.

Before any cement is ordered or brought on to Site, the Contractor shall submit to the Engineer in charge for his approval a detailed list of the sources / manufacturers and manufacturer's brand names of all types of cement which he proposes to use in the Works.

c. Manufacturer's Cement Test Certificates

Manufacturer's Works test certificates shall be furnished to the Engineer in charge or his nominee for all consignments of cement and no cement shall be used in the Works until the Engineer in charge or his nominee has been satisfied that it has been tested and complies with the relevant standard specifications.

d. Sampling and Testing of Cement

Notwithstanding the submission by the Contractor of the information detailed above, the Engineer in charge may at any time order any further tests which he considers necessary for the purpose of establishing the true quality of the cement proposed and the concrete produced there from, under actual Site conditions and with the aggregates proposed by the Contractor, before giving his approval to any cement.

Any consignment of cement delivered to the Site may be subject to testing, if directed by the Engineer in charge. Cement in storage may also be subject to testing to check that it has not deteriorated. Cement which is not used within 90 days from its date of manufacture shall be tested. The cement from the consignment from which the samples have been extracted for testing shall not be used in the Works before completion of testing and analysis and until it has been accepted as satisfactory by the Engineer in charge. Should the results of any of the tests provided for in this Clause show that a sample fails to meet the minimum requirements of this Specification, the whole consignment to which the sample belongs shall be rejected and be removed from the Site.

e. Delivery of Cement

The cement shall be delivered to the Site in such consignments as shall ensure satisfactory progress of the Works.

Except where bulk delivery is approved, cement shall be packaged by the manufacturer in bags or containers that are designed as to prevent any contamination and to minimize loss of contents and the adverse effects of moisture and humidity during transportation and storage.

All bags and containers shall be delivered sealed to the satisfaction of the Engineer in charge. Each shall be adequately and permanently marked with the manufacturer's name, the name of the producing work, the cement type, the standard specification to which it was made, the date of manufacture or date code and batch number, so as to enable correlation to be made of every part of each consignment with the relevant test certificates and delivery notes.

Cement, when being conveyed to the Site in lorries, vessels or other vehicles, shall be properly protected from the weather and from contamination of any kind. Any cement which proves to have been damaged or contaminated in transit will be rejected upon delivery. Cement delivered in split bags or containers will be rejected. Where bulk cement deliveries are proposed the Contractor shall obtain the prior consent of the Engineer in charge to the method of delivery and shall provide all information required by the Engineer concerning off-site storage and loading arrangements. He shall also provide reasonable facilities for the Engineer to inspect these arrangements for approval and routine inspection purposes.

12. Performance Characteristics

Notwithstanding apparent compliance with all other requirements of this Specification, the Contractor shall be responsible for satisfying himself that the performance characteristics of the cement used in the Works are not such as to necessitate the use of excessive cement contents or be likely to cause or accentuate any undesirable properties in the fresh or hardened concrete.

13. Aggregates -Definitions

The term “Aggregate” shall mean all solid constituents of the concrete mix, other than cement or approved cementitious additives or approved admixtures, batched ready for charging into the mixers, whether such material is called “coarse aggregate”, “fine aggregate” or “sand”.

14. General Information

In case of works in Andaman & Nicobar Islands/Lakshadweep Island, entire stone quarry products like boulders, stone aggregates, crushed stone sand and overburden earth / quarry rubbish etc. required for this work shall be arranged from Mainland or any nearest place suiting the requirement & specification of materials as per tender.

It may also be stated that for all the works in general, all the materials to be used as per requirement of the tender for the construction and their combined product should be as per specification outlined in the tender.

Earth required for land development has to be arranged by the contractor in his own cost. Any royalty issues arising out of the contract should be dealt by the Contractor and any payment towards royalty will be borne by the contractor himself/themselves. The quality of aggregates to be used for all concrete works should meet the requirement as specified in IS 383 - 1940 and IS 2386 - 1963 Part I to VIII. Before commencement of the work, it is the contractor's responsibility to conduct necessary Lab tests for assessing the suitability of the quarry products for the marine works from the reputed Laboratories and get it approved by the department. The department will also conduct necessary tests by collecting samples from the stock at work site in random and confirm the suitability of the aggregates for concreting. If any material does not meet the required values as stipulated in the relevant IS codes-latest version the same will be rejected and the contractor should remove such material from the work site immediately at his own cost.

If it is found that any consignment transported by the contractor contains any ungraded stone aggregates, or gravel and overburden earth, the department shall reject the full consignment for which no payment shall be made.

The decision of Engineer in charge to reject the consignment shall be final and binding on the contractor.

Any aggregate brought to the site not approved by the Engineer in charge shall be removed within 48 hours at the cost of the contractor.

Aggregates from weathered / disintegrated rocks which are removed during the quarrying operation shall not be used for the construction works.

All the aggregates should be washed with potable water if necessary to remove deleterious materials and maximum quantity of deleterious materials shall not exceed the limits specified in Table 1 when tested in accordance with IS : 2386 - 1963. The Quarry product to be got approved by the department before put in use.

15. Aggregates -Standard Specifications

Aggregates supplied to the Site shall generally be crushed rock complying with the requirements of I.S.: 383, except otherwise stated in this Specification. Lightweight aggregates shall not be used without the written approval of Employer's Engineer unless specified as a requirement.

Aggregate shall be of approved quality, chemically inert, hard, clean, sharp and free from injurious amounts of dust, silt, clay lumps, mica, shells, flaky particles, shale's, alkali, organic matter, loam or other deleterious substances.

16. Coarse Aggregate:

The maximum size of coarse aggregate shall be as specified. Coarse aggregate shall be delivered to the site and stored in single sizes and combined on batching to provide a graded aggregate all in accordance with the approved mix design. Where 10mm maximum size aggregate is required, 10mm single-sized grading shall be used.

Coarse aggregate shall consist of hard, strong, durable and clean particles of crushed stone. They shall not contain, dust, lumps, soft or flaky particles, mica & other deleterious materials as such quantities as would reduce the strength and durability of concrete or attack the reinforcement.

17. Fine Aggregate/ Mainland River Sand:

Grading of fine aggregate shall be in accordance with Grading Zone II of Indian standard specification and its fineness modulus shall be as under. Grading as well as fineness modulus shall be monitored regularly and continuously at source as well as at Site.

Sl. No.	IS sieve Designation	Percentage passing by	Remarks
1.	4.45 mm	99.25	
2.	150 micron	0-05%	

18. Sampling and Testing of Aggregates:

The method of sampling shall be in accordance with I.S. 2430.

Tests, including grading and tests for chemical, physical and mechanical properties of the aggregate and the presence of deleterious impurities, including but not limited to silt, sulphates and chlorides, shall be carried out as required by the Contractor as instructed by Engineer In Charge, in accordance with relevant parts of I.S. 2386 except as specifically provided otherwise in the Specification.

19. Silt, Clay, Dust & other Deleterious Materials:

The quantity of silt, clay, dust and other deleterious materials present in the aggregates for concrete at the time of use shall not exceed the limits laid down by I.S. 383. These shall be determined in accordance with the appropriate method given in I.S. 2386 (Parts I & II).

20. Water for Concreting:

a. General

All water used for the mixing of concrete, grouts or mortar shall be clean fresh potable water. Potable water shall also be used for the curing of concrete and for the washing down of construction joints, removal of laitance, etc. It should not produce any stains or unsightly deposits on the concrete surface. The presence of tannic acid or iron compounds is objectionable. It shall have pH value in the range of 6.8 and 8.4. The water shall be free from deleterious matter in solution or suspension and shall meet the requirements of I.S. 456, in all respects.

The Contractor shall make adequate arrangements to store sufficient water at the Site for use.

b. Source of Water

As soon as possible after receipt of the order to commence the Works, the agency shall supply the Engineer in Charge with full details of his proposed source or sources of water for use in the Works.

c. Testing of Water

Tests shall be carried out generally once a month or at such times as the Engineer in Charge may direct. The Contractor shall arrange for the dispatch of samples of water to an approved testing laboratory and for the testing required.

21. Laboratory Tests:

All the laboratory test results should be submitted for all materials incorporated in the work. The EIC if required may request the agency to conduct any additional tests as he may feel is essential to confirm to requirements. The costs of such tests should be entirely borne by the agency.

22. Testing Laboratory

The contractor shall arrange to carry out testing through any reputed testing laboratory including such assistance as may be necessary. However random testing through a government approved laboratory such as GEC/PWD shall be compulsory as directed by the Engineer. The laboratory shall be equipped to carry out all routine tests on concrete as per relevant Indian Standard. The reports shall be submitted to the Engineer.

23. Cost

The cost of providing field testing/laboratory testing, all sampling materials, test cubes and all preliminary testing and works tests including transportation whatsoever shall be borne by the contractor.

24. Completion of Project:

The contractor shall mobilize required resources so as to ensure completion within the stipulated period of xx months.

25. Labour Cess:

Labour cess (as per the workers welfare cess Act no. 28 of 1996) as applicable will be deducted from the bill & shall be paid to the local board.

26. Performance guarantee:

The contractor shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security. Performance Security is to be furnished within 21 (twenty-one) days after notification of the award] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP). The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.

27. Refund of performance Guarantee:

The performance guarantees to be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).

28 Security deposit:

(i) In addition to Performance Security A sum @5% of the gross amount of the bill shall be deducted from each running bill of the contractor as security deposit until final acceptance.

(ii) The Security Deposit shall be refunded to the Contractor in terms of Clause 28(iii) hereinafter and subject to deduction, if any, under the provision of Sub-clause 28 (iv) herein below. If, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the 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 submitted his "No Claim" Certificate in Form G.C.3.

(iii) 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

(iv) 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.

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.

29. Acceptance of the tender:

The acceptance of a tender will rest with the competent authority, who does not bind himself to accept the lowest tender and reserves himself the authority to reject any or all the tenders received, without the assignment of any reason thereof. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The competent authority on behalf of the President of India reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

30. The tenderer shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the structure and substructure (so far as is practicable), the form and nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to wrong assumptions / assessment by the tenderer or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the department responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the dept. In case any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of the dept.

31. For the components of works to be carried out at island the tenderer shall engage the locally available workmen. In case of non-availability of workmen in particular trade at these islands, the tenderer may engage persons inducted from mainland after obtaining permission from the Engineer-in-charge in writing. If there are any retrenched workmen in the island, the Contractor should take suitable workmen among these persons based on the requirement. This condition is necessarily to be strictly followed by the contractor.

32. Any workman / workmen found undesirable should be returned to mainland by the tenders by next available sailing. The department reserves the right to insist on the contractor to send back any of his workman / workmen to mainland without stating any reason whatsoever.

33. The Contractor shall submit a list of his workmen to the Engineer – In-Charge whom he propose to induct to the site for this work, for obtaining necessary entry permits from the Competent Authority.

34. The Contractor shall abide to the rules and regulations of the States in which the locations are situated and other statutory bodies. No claim of the contractor on this account shall be entertained.

35. The work shall be carried out without any hindrance to the vessel and other movements and operations in that area.

36. The tenderer should submit their programme of work within 15 days from the receipt of order.

37. The contractor shall make his own arrangements for sanitary facilities for his employees and workmen engaged on this work. Arrangements for storage of water should be done by the contractor at his own cost.

38. The contractor should ensure that none of his workers collect forest produce, Corals or any other natural flora and fauna as all such activities anywhere in the islands are banned by the Govt. of India.

39. After completion of work, all the residue materials belonging to the contractor shall be cleared off from the site by him within 30days.

40. A high standard of workmanship in all trades will be required. The contractor shall ensure that only skilled and experienced tradesmen are employed. The contractor shall engage sufficient Supervisory Staff, who is fully experienced in the type of work being carried out under their supervision and capable of ensuring that it is done well and efficient.

41. The contractor shall submit the names of the workers employed by him to the Engineer-in-charge. No worker employed in a Govt. department shall be employed by the contractor without production of discharge certificate from the department concerned.

42. Though, the execution of work under this contract at island may be possible throughout the year, the execution may have to be suspended/stopped on many occasions during monsoon period because of the rough sea conditions and other local constraints. Contractor shall note such restrictions and accordingly plan his programme of execution. The execution of works entails working in monsoon also. The contractor must have sufficient labour force as may be required for the work and plan and execute the work so as to complete the same according to the prescribed time schedule. No special rate will be considered for such work in monsoon.

43. No claim towards idle time charges shall be entertained by the department for reasons whatsoever. However if the work is delayed for reasons attributable to the department the

Engineer-in-charge may at his discretion grant extension of time as he considered reasonable for the proper completion of work. The grant of such extension of time will not bestow on him any right to claim for compensation/extra payment for idling of plant, Labour & overhead loss etc. at a further date whatsoever.

XX

SCHEDULE T Annexure-C(Contd)
KOLKATA PORT TRUST
CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The
Time Of Submission Of Tender Offer)
(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

particulars of works to be executed currently by the bidder. ame of work. Client. W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.

(To be submitted with Part-I of Offer) Annexure-C(Contd)
SCHEDULE 'O' SHEET – 1

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

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

(a) In case of a firm -

- Name and address of the firm. :
- When business started :
- d) If registered a certified copy of certificate of :
registration.
- A certified copy of the Deed of Partnership :
- f) Full name and address of each of the partners :
and the interest of each partner in the
partnership – any special particulars as to
partners if desired to be stated.
- 6) Whether the firm pays income tax over :
Rs.10, 000/- per year

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

- 1) Full name and address of the Bidder any :
special particulars of the Bidder if desired to
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder 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 and
address etc. of such persons and the nature of
such interest.
- 6) Whether the Bidder pays Income Tax over :
Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)

(Proforma of Performance certificate/credential of works)

[To be issued on issuing authority's letterhead duly signed with office seal]

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

DOCUMENTS TO BE UPLOADED ALONG WITH PART –I

Scanned copy of the following documents to be uploaded:-

- i) GST registration certificate.
- li) Valid Trade Licence(Valid for current period & also for type of work) or declaration of non-applicability in other State.
- lii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2017–18, 2018-19 and 2019-20**). The same should be audited as per relevant norms wherever required alongwith UDIN of the Auditor.
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding Cost of Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India(**to be mentioned in the letter head of the Firm**).
- xiii) Self-declaration regarding 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(**to be mentioned in the letter head of the Firm**).
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm**.
- xvi) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.
- xvii) Bid Security declaration(Annexure D2)
- xviii) Integrity Pact

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

NIT NO.SMPK/KDS/CIV /T/2617/55

Dt. 22.10.2021

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S
LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Dated:

The Chief Engineer,
Syama Prasad Mookerjee Port,Kolkata,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

Form of Bid Security Declaration

NIT NO: _- SMPK/KDS/CIV /T/2617/55

Dt. 22.10.2021

Ref. No...

Dated:

The Chief Engineer,
Syama Prasad Mookerjee Port, Kolkata,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

We, ----- (Name of the bidder) understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We accept that we will automatically be suspended **for three years** from being eligible for bidding in any contract with the entity that invited Bids for the period of **Four months** starting from the **date of opening tender** if we are in breach of our obligation(s) under the bid conditions, i.e. if we withdraw or modify our Bids during the period of validity.

Yours faithfully,

Signature of Tenderer :

Name:

Designation:

Date :

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT
15, Strand Road, Kolkata - 700001

NIT No.: **SMPK/KDS/CIV /T/2617/55** **Dt. 22.10.2021**

NOTE: Last Date of **Download** of tender documents : **15.12.2021 (up to 14.00 hours)**

Tender is due for submission by 15:00 Hours 15.12.2021

Tender will be opened on 16.12.2021 at 15.00 hrs

PRICE BID(PART-II)

**E-Tender for “Design,manufacturing/construction ,supply,
test,delivery,installation & commissioning of Pontoon fitted with all
fittings, fixtures and fenders etc. along with gangway including
foundation etc. complete at various locations in connection with
development of Water Aerodrome spread all over India ”**

E-Tender for “Design,manufacturing/construction ,supply, test,delivery,installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India ”

NIT NO : SMPK/KDS/CIV /T/2617/55

Dt. 22.10.2021

PART –II/PRICE BID

TENDER PARTICULARS

ESTIMATED COST	:	Not Applicable
EARNEST MONEY	:	NIL Bid security declaration in the prescribed format at Annexure D2 to be uploaded.
TIME OF COMPLETION	:	12 (Twelve) Months
COST OF TENDER DOCUMENTS	:	Rs.11,800/-(Rupees eleven thousand eight hundred only) including GST @ 18%)
PERIOD OF DOWNLOAD OF E-TENDER (Both Days Inclusive)	:	26.10.2021 to 15.12.2021 (UPTO 14:00 HRS.)
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT	:	Pre-bid meeting will be held on 09.11.2021 at 15-00 hrs. through video conference. Link will be shared later on.
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF THE TENDER	:	Submission Up to 15:00 hrs.on 15.12.2021 Opening at 15:00 hrs. on 16.12.2021

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15 STRAND ROAD, KOLKATA 700001

CIVIL ENGINEERING DEPARTMENT
PREAMBLE TO THE BILL OF QUANTITIES

**E-Tender for “Design,manufacturing/construction ,supply,
test,delivery,installation & commissioning of Pontoon fitted with all fittings,
fixtures and fenders etc. along with gangway including foundation etc. complete
at various locations in connection with development of Water Aerodrome
spread all over India ”**

TENDER NO :SMPK/KDS/CIV /T/2617/55

dt. 22.10.21

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

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 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.

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

1.5 Where separate items such 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.

1.6 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:-

1.7 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.

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

1.9 Setting out including the location and preservation of survey markers, measurement and supervision.

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

2.1 All First Aid, Welfare and safety requirements.

2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.

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

2.4 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.

2.5 This being a **item rate tender**, the Bidder shall quote his rates on his own analysis .

The Tender Price thus established would be taken for comparative evaluation of E-Tender.

2.6 The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish , other excavated/offensive matter etc. all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

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

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMPK stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

XX

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15 STRAND ROAD, KOLKATA 700001**

**CIVIL ENGINEERING DEPARTMENT
BILL OF QUANTITIES**

**E-Tender for “Design,manufacturing/construction ,supply, test,delivery,installation
& commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along
with gangway including foundation etc. complete at various locations in connection
with development of Water Aerodrome spread all over India ”**

TENDER NO :SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

BILL OF QUANTITIES

[Quantity for Each Location as stated under 4.1 of Special Conditions of Contract]

(a) Guwahati River Front at Assam

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	

3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	18.00		Nos	
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in -	96.00		Rmt	

	sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/ sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(vii) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box	4.00		Nos	

	for Office)				
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges, including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(a)= Rs.

(b) Umrangshu Reservoir at Assam

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note:	504.00		Sqm	

	Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating pontoons in water which are acceptable internationally is to be submitted to the Department)				
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	18.00		Nos	
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	

8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/ sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	

	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(v) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges, including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(b) = Rs.

(c) Junglighthat at Andaman & Nicobar Islands

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as	504.00		Sqm	

	specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoon in water which are acceptable internationally is to be submitted to the Department)				
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	18.00		Nos	
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS	6.00		Nos	

	pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/ sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective	10.00		Nos	

	for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)				
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(vi) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges, including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total©= Rs.

(d) Tapti River in Surat at Gujrat

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges,	18.00		Nos	

	tools & plants, local taxes, GST etc. complete.				
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/ sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	

	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(d) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges,including GST, Cess etc. complete.	57.00		Qtl	

Total(d)= Rs.

(e) Nagarjunasagar Dam at Telengana

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position	18.00		Nos	

	twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				

	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(vii) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges,including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(e) = Rs.

(f) Prakasam Barrage at Telegana

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts,	18.00		Nos	

	including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass	1.00		Set	

	defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each				
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(viii) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges,including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(f)= Rs.

(g) Backwater at Cochin

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in -	18.00		Nos	

	sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				

	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(ix) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.	7.00		Cum	
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding	57.00		Qtl	

	charges,including GST, Cess etc. complete.				
	TOTAL				

Total(g)= Rs.

(h) Kavarati at Lakshadeep

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including	490.00		Rmt	

	transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	18.00		Nos	
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	96.00		Rmt	
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of	10.00		Nos	

	all labour charges, tools & plants, local taxes, GST etc. complete.				
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(x) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing,	7.00		Cum	

	all labour charges, transportation charges of all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.				
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges, including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(h)= Rs.

(i) Minicoy at Lakshadeep

Item No.	Description of Item	Quantity	Rate[Rs]	Unit	Amount[Rs]
1.	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m ² of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department)	504.00		Sqm	
2.	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	

3.	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	300.00		Rmt	
4.	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	490.00		Rmt	
5.	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	18.00		Nos	
6.	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.0		Nos	
7.	Supply and installation of 120W LED Solar shrouded floodlights, Outdoor Dusk to Dawn Pole Light with Remote Control, Waterproof SS pole at ground level, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	6.00		Nos	
8.	Supply and installation of twin fixed red & green solar navigation lights on SS Pole at the outer end of the Jetty, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	1.00		Nos	
9.	Supply and installation of 150 D type of lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast - in - sockets on the concrete pontoon, including transportation charges of all materials to work site, cost of all labour charges, tools & plants,	96.00		Rmt	

	local taxes, GST etc. complete.				
10.	Procurement and installation of Marker buoys to demarcate the landing taxi area of reputed make, including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	10.00		Nos	
11.	Supply and installation of utilities (water jet pipe connection, SOS includes - life saving jackets/life Buoyer/fire extinguisher/sand bucket/30m life line/ first aid box (All SOS to be approved by IRS or equivalent), including transportation charges of all materials to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.				
	(i) Water Jet pipe includes Phoenix Millennium 800 Portable Fire Pump with Brass defuser Nozzle and 02 Nos 63mm firefighting delivery hose 30m each	1.00		Set	
	(ii) Life Buoyer (Foam Ring Buoy, 20-Inch, Orange)	20.00		Nos	
	(iii) Adult Life saving Jacket with whistle	30.00		Nos	
	(iv) Child Life saving Jacket with whistle	10.00		Nos	
	(v) Eco Fire ABC Powder Type Fire Extinguisher 6KG(ABC Types Fire extinguishers are effective for all types of fire like Class A, B and C types of fires as well as Electrical fires and also ABC Powder Type (Stored Pressure) Fire Extinguisher, Multipurpose uses ISI, BIS Mark, ISO & CE Certified Product and Multipurpose Uses ABC Type fire extinguisher 6 Kg with 5 years Warranty.)	10.00		Nos	
	(vi) Fire Sand Fire Bucket Stand with 4 nos Bucket	6.00		Nos	
	(xi) 30m Life line Spool, Dual Ended Bolt Snap Clip	4.00		Nos	
	(viii) First Aid box (Wall mountable Metal First Aid Box/Emergency Medical kit/First Aid Box for Office)	4.00		Nos	
12.	Providing and laying RCC 1:1.5:3 with 20mm size stone chips (One stone cement, one half mainland river sand & three mainland stone chips of size 2cm graded) in all RCC works as directed by EIC, including cost of cement, cost of mainland river sand and mainland stone sand, screening and washing of both the aggregates, mixing concrete, cost of shuttering, conveying the concrete, placing in position, consolidation with vibrator curing, all labour charges, transportation charges of	7.00		Cum	

	all materials to work site, cost of minor tools, hire charges of mixer machine and vibrator etc. including GST, cess etc. complete.				
13.	Providing and fixing (corrosion – resistant steel) mild/cold twisted steel reinforcements for RCC works including cost of MS Rods, cost of all labour charges for transportation of steel to work site, cutting bending, binding and placing in position and cost of binding wire, scaffolding charges, including GST, Cess etc. complete.	57.00		Qtl	
	TOTAL				

Total(i)= Rs.

Grand Total = (a+b+c+d+e+f+g+h+i)=

Rs. In words:

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

(a).....%	<u>price not to be quoted here</u>	
(in figures)	Below par (-) Rs.	
.....Percent		
(in words)		
(b).....	At par	NIL
(c).....%	Above par (+) Rs.	
(in figures)		
..... Percent		
(in words)		
Total Tendered Amount: Rs. _____		

Total tendered amount (in words.....)

.....

[The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra]

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

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

Date:

(Signature of Tenderer)

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

Witness: -

(Name in block letters)

Address:
Occupation:

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER

To
The Chief Engineer,
Kolkata Port Trust.

I/We _____ ha
ving 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 **12(twelve months)** from the date of order to commence the work
and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract
Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to
give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and
Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is
executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the
acceptance thereof in writing by or on behalf of the Trustees shall be the
Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

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:
with Seal)

(Signature of Bidder

WITNESS :

Signature :

Name of the Bidder :

Name :

(In Block Letters)

Address :

Address :

Occupation :

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

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13.	FORM OF AGREEMENT		
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15.	INTEGRITY PACT DOCUMENT: PROFORMA		
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GC-1
AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimate d Value of Work	Amount of Earnest Money		Estimate d 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
A	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]

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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 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. **Extra works and Excess works**

- 1.9 “Specifications” means the relevant and appropriate Bureau of Specification Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.**

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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 | Headings/ |

Contract shall not be deemed to be part thereof or be taken into Marginal consideration in the interpretation or construction thereof or of the Notes. contract.

1.19 Unless otherwise stipulated the work “Cost” shall be deemed to Cost include overhead costs of the Contractor, whether on or off the site.

2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.

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

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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.

2.3 *The Engineer shall have full power and authority :*

Authority of
Engineer’s
Representative
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 *Provided always that the Engineer's Representative shall have no power* **Limitation of Engineer's Representative's Power**
:

- (a) to order any work involving delay or any extra payment by the Trustees,
- (b) to make variation of or in the works; and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6 *Provided also as follows :* **Engineer's Overriding Power**

- (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.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct **The tender must encompass**

and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and 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.

all relevant aspects/
issues.
Site & Local condition.

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

Drawing/
Specification
/
Nature &
extent of
work to be
done.

GC-6

(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

Disclosure of
Owner's name.

owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, Earnest every tender must be submitted with Earnest Money of the Money and amount calculated as per the following scale. 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 Exemption deposited fixed Security with the Trustees' FA & CAO / Manager from E.M. to (Finance) according to his Class of Registration, shall be exempt from Regd. Firms depositing the Earnest Money, as per the following scale :

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 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 from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

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Value of Work	% of Security Deposit for works contract.	% of Security Deposit For recovery. contract of supply-ing materials & equipment only.	Scale of S.D.
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/- + 7 1/2% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + 1/2% on the next Rs.10,00,000/- + 1/4% 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 submitted his "No Claim" Certificate in Form G.C.3.		Mode of refund of S.D.
	(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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- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to Bank submit to the Engineer a performance Bond in the form of an irrevocable Guarantee guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised in lieu of Bank of India in the proforma annexed hereto and for the sum and period as Cash S.D. mentioned in the letter of acceptance of the Tender/Offer, within 15 days from in certain the date of such letter, failing which the Contract shall be liable to be terminated cases 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.

- 3.7 “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.”

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

English
language to
be used
Applicability
of laws
on the
contract

- (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 :

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).

- 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 All Drawings
Trustees’

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.

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

Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer

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.

Contractor to submit his programme of work

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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.

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| 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. | Contractor to supervise the works |
| 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. | Contractor to deploy qualified men and Engineer's power to remove Contractor's men |
| 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. | Contractor is responsible for line, level, setting out etc. |
| 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 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 | Contractor is responsible to protect the work |

period.

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

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

4.16 The Contractor shall be deemed to have indemnified and shall Contractor to indemnify the Trustees against all claims, demands, actions and Indemnify the proceedings and all costs arising therefrom on account of : Trustees against all (g) Infringement of any patent right, design, trademark or name or claims for other protected right in connection with the works or temporary loss, damage, work. etc.

- (h) 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.**
- (i) 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.**
- (j) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.**
- (k) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.**
- (l) The Contractor's default in affording all reasonable facilities and**

accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

- 4.17 Debris and materials, if obtained by demolishing any 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.

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| <p>4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or 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.</p> | <p>Notice to Contractor.</p> |
| <p>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.</p> | <p>Contractor not to publish photograph or particulars of work</p> |

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| <p>4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.</p> | <p>Contractor to provide facilities to outsiders</p> |
| <p>4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.</p> | <p>Work to cause minimum possible hindrance to traffic movement</p> |
| <p>4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have 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.</p> | <p>Trustees' lien on Contractor's Plant & Equipment.</p> |
| <p>5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.</p> | |
| <p>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.</p> | <p>Preliminary time to commence work an maintenance of steady rate of progress</p> |

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| 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 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. | Contractor to observe Trustees' working hours |

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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 The Contractor transporting the materials from the Trustees' Stores, watching, shall account storing and keeping them in his safe custody, furnishing of for and look statement of consumption thereof in the manner required by the after the Engineer or his representative, return of surplus and empty Trustees' container to the Trustees' Stores as per the direction of the materials Engineer or his Representative.

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

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

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(d) Unless stipulated otherwise in the contract, the value of the Recovery from Trustees' materials issued to the contractor shall be recovered Contractor for from the contractor's bills and/or any of his other dues, Trustees' progressively according to the consumption thereof on the materials work and/or in the manner decided by the Engineer or his under normal representative and at the rate/s stipulated in the contract. circumstances 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.

(e) If the Engineer decides that due to the contractor's negligence, Recovery from any of the Trustees' materials issued to the contractor has Contractor for been – (i) lost or damaged, (ii) consumed in excess of Trustees' requirement and (iii) wasted by the contractor in excess of materials normal wastage, then the value thereof shall be recovered under other from the contractor's bills or from any of his other dues, after circumstances. adding 19 ¼% extra over the higher one of the followings -

(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 outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

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. If at any time before or after commencement of the work the

1 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 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.

**Completion
Certificate
G.C.1.**

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6.0 TERMS OF PAYMENT :

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| <p>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.</p> <p>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.</p> | <p>All interim payments are advances till issue of Certificate in Form G.C.2</p> |
| <p>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.</p> | <p>Payment on the basis of measurements at agreed rates.</p> |
| <p>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.</p> | <p>Limitation for on account payment</p> |
| <p>6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a 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.</p> | <p>Recording of measurements</p> |

- 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**
 - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
 - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
 - (v) in the event of 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,

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee 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.

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

6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
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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
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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
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| 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 | <p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p> | |
| 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 | <p>(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.</p> <p>(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.</p> <p>(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</p> | <p>Payment for extra or additional, or omitted work or substituted work, Engineer's powers</p> |

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 Extension of delayed availability of the Trustees' materials to be supplied as per completion time 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.

- 8.2 a) If the Contractor fails to complete the work within the 'Liquidated stipulated dates or such extension thereof as communicated by Damage' and the Engineer in writing, the Contractor shall pay as other

compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (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.

compensation due to Trustees

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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 t 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 I 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 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. | Contractor's obligation for maintenance of work. |
|------------|---|--|

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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 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. **Arbitration.**
- 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.

5. 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 Manager (I&CF),
Haldia Dock Complex.

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 IN COVER I OFFER** (Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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 :
Seal)

(Signature of Bidder with

WITNESS :

Signature :
Name : (In
Block Letters)
Address :

Occupation
:

Name of the Bidder :

Address :

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

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
HALDIA DOCK COMPLEX

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
HALDIA DOCK COMPLEX

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 :-

6. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
7. 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.
8. 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.
9. 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 EMPLOYEEER 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 forebear 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 reliving 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 (SMPK) 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)

- c) 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 Port 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.

8.a) The Name and Correspondence Particulars of Independent External Monitors:

a) Shri Subhashish Sarkar,
Flat No. 406, Block-III,
Kirti Apartments,

Mayur Vihar Phase-I Extension,
Delhi-110 091,
Mob No. 98117 07230,
E-mail : subhashishsarkar53@yahoo(dot)com
b) Ms. Bulbul Sen, IRS (Retd.),
B-104 Nayantara Aptts.
Block 8B, Sec - 7
Dwarka
New Delhi-110075
E-mail ID – bsensarkar@gmail(dot)com

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, SMPK.

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)

.....
.....

ANNEXURE-A

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 SMPK 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 SMPK.
- 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 SMPK 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 SMPK 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 SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.