

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Formerly Kolkata Port Trust)
HALDIA DOCK COMPLEX



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

ENGINEERING DEPARTMENT INVITE E-TENDER

[E-Tender No. SDM (P&E)/T/4/ 2022-2023]

FOR

Painting of 3 Nos. Marine Loading Arms at HOJ-II and other allied structure repair works at Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata

May– 2022

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)**

HALDIA DOCK COMPLEX

SHORT E-TENDER NOTICE

E-Tender No. SDM (P&E)/T/4/ 2022-2023

Online e-tenders are invited for the work of **“Painting of 3 Nos. Marine Loading Arms at HOJ-II and other allied structure repair works at Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata.”**

Closing date & time of online submission of e-tender: **24.05.2022**, up to 15:00 Hrs.

For details of tender and any corrigendum / addendum, please visit **RailTel’s e-Nivida Portal’s** [e-portal <https://kopt.enivida.in>].

**General Manager (Engineering)
Haldia Dock Complex
SMP, Kolkata**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)**

HALDIA DOCK COMPLEX

NOTICE INVITING E-TENDER

(E-Tender No. SDM (P&E)/T/4/ 2022-2023)

E-Tenders, under single stage two part system [Pre-qualification & Techno-commercial Bid and Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata), from the intending bidders, fulfilling the “**Minimum Eligibility Criteria (MEC)**” and complying with the “Other documents” for the work of “**Painting of 3 Nos. Marine Loading Arms at HOJ-II and other allied structure repair works at Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata.**”

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

- 2.1.1** The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March 2021, must be at least **₹ 5,06,132.00**. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2018-19, 2019-20 and 2020-21 including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2018-19, 2019-20 and 2020-21 along with Balance Sheets and Profit & Loss Accounts. ***In case the bidder fails to submit Audited Balance Sheets and Profit & Loss Accounts for the year 2020-21, Audited Balance Sheets and Profit & Loss Accounts for the year 2017-18 would be considered for calculation of average annual financial turnover.***

- 2.1.2** The bidders must have experience of having successfully completed “Similar Works” [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-

- a) Three similar completed works of contract value not less than **₹ 6,74,842.00** each.

Or

- b) Two similar completed works of contract value not less than **₹ 8,43,553** each.

Or

- c) One similar completed work of contract value not less than **₹ 13,49,685.00**

The values of similar works is exclusive of GST.

The term “*similar works*” means –

Erection & commissioning and/or Repair & maintenance and/or painting of Marine Loading/Unloading Arms in any Port.

Note: The bidder(s) will upload the scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion and value of work done.

b) DOCUMENTS

2.2.A. ESSENTIAL DOCUMENTS:

The bidder should also upload scanned copies of the following documents along with bids;

- a) Scanned copies of **Audited Balance Sheets and Profit & Loss Accounts for the years 2018-19, 2019-20 and 2020-21 or 2017-18, 2018-19 and 2019-20 as the case may be.**
- b) Scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, value of work done above executed work(s) etc.

Work Experience as a sub-contractor or supply contractor shall not be considered as requisite qualification.

- c) Scanned copy of **Power of Attorney (if applicable).**

2.2. B. OTHER DOCUMENTS:

- i. Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
 - ii. Valid **Profession Tax Clearance Certificate (PTCC) or Up-to-date Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
 - iii. Certificate for allotment of **Employees' Provident Fund (EPF) Code No. [Latest challan]** is to be submitted (uploaded), if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
 - iv. Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable. If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify Syama Prasad Mookerjee Port, **Kolkata** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.
 - v. PAN Card, issued by Income Tax Department, Government of India.
 - vi. Certificate of **MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** to get benefit in this regard.
- c) The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents as mentioned in Clause no. 2.2.A is not submitted by the bidder. Essential documents means papers related to "Minimum Eligibility Criteria (MEC)", including Bid Document fee, Earnest Money Deposit and Power of Attorney(as applicable).

d) AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites:-

- <https://eprocure.gov.in/eprocure/app> of **Central Public Procurement Portal**.
- <http://www.kolkataporttrust.gov.in> of **SMP, Kolkata**[Formerly **Kolkata Port Trust**.
- <https://kopt.enivida.in> of **E-Nivida Portal**.

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

e) PARTICIPATING IN THE BIDDING PROCESS:

- The bidders will have to participate in the electronic bidding process through the website of <https://kopt.enivida.in> of **E-Nivida** only.

General Manager (Engineering)
Haldia Dock Complex
SMP, Kolkata

SCHEDULE OF TENDER (SOT)**E-Tender No. SDM (P&E)/T/4/ 2022-2023**

3.1.	Name of work	::	Painting of 3 Nos. Marine Loading Arms at HOJ-II and other allied structure repair works at Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata
3.2.	Tender Inviting Authority	::	General Manager (Engg.), Haldia Dock Complex, SMP, Kolkata
3.3.	Mode of Tender	::	e-Procurement System. Online (Single Part Pre-qualification & Techno-commercial Bid and Price Bid) through https://kopt.enivida.in of e-Nivida. No physical tender is acceptable by Haldia Dock Complex, SMP, Kolkata.
3.4.	Estimated Cost	::	₹ 16,87,110.00 (excluding GST).
3.5.	i) Bid Document Fee (Cost of bidding documents)	::	The intending bidders should deposit ₹ 590.00 (Indian Rupees: Five hundred ninety) only [including GST @ 18%], as Bid Document Fee (non-refundable), to Haldia Dock Complex, through Banker's Cheque or Pay Order or Demand Draft, drawn in favour of Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalized Bank, payable at Haldia. Scanned copy of the Banker's Cheque / Pay Order / Demand Draft, should be uploaded alongwith the Bid. Otherwise, the respective bid will be summarily rejected, treating the same as non-responsive. For exemption of Bid Document Fee [applicable for Micro & Small Enterprises (MSEs) only], the Bidders shall have to upload the scanned copy of the certificate from MSME / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit ₹ 39,816.00 (Indian Rupees: thirty nine thousand eight hundred and sixteen) only, as Earnest Money, to Haldia Dock Complex, through Banker's Cheque or Pay Order or Demand Draft, drawn in favour of Syama Prasad Mookerjee Port, Kolkata on any Scheduled / Nationalized Bank, payable at Haldia. Scanned copy of the Banker's Cheque / Pay Order / Demand Draft, should be uploaded alongwith the Bid. Otherwise, the respective bid will be summarily rejected, treating the same as non-responsive. For exemption of Bid Document Fee [applicable for Micro & Small Enterprises (MSEs) only], the Bidders shall have to upload the scanned copy of the certificate from MSME / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

			<p>NOTE ::</p> <p>i) Bid Document Fee/ Exemption of Bid Document fee and Earnest Money Deposit are to be physically deposited at the office of Tendering Authority Sr Dy Manager (P&E), 1st Floor, Operational Building, Chiranjibpur, Haldia Dock Complex, P.O. Haldia Township, Pin: 721604</p>
	iii) RailTel Tender Processing Fee (Non refundable)		<p>a) Mode of Payment:- E-payment Only through Debit / Credit Card or Net Banking.</p> <p>b) Tender Processing Fee (TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST @ 18%.</p> <p>c) Registration Charges: Rs. 2000/- + Applicable GST Per Year.</p> <p>Note:</p> <p>1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission.</p> <p>2. Bidders are required to ensure that their corporate emailid provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal (i.e. Service Provider).</p>
3.6.	Duration of contract	::	90 days
3.7.	Bid Validity	::	180 days.
3.8.	Performance Bank Guarantee / Security Deposit	::	3 % of the Contract Value excluding GST during guarantee period of 12 months after completion of the project.
3.9.	Date, time and venue of Pre-Bid Meeting (on-line /off-line).	::	NO PRE-BID MEETING
3.10.	i) Publish date of e-Tender at https://kopt.enivida.in	::	09.05.2022
	ii) Closing date & time of submission of e-Tender at https://kopt.enivida.in	::	24.05.2022 up to 15:00 Hrs. (IST).

	iii) Date & time of opening of (Techno- commercial & Price Bid)	::	24.05.2022 up to 15:30 Hrs. (IST) onwards.
3.12.	Address of the Employer	::	Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust) 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.13.	Address of Engineer	::	General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. Address: Engineering Department Jawahar Tower Complex 2 nd floor, Annex building P.O. Haldia Township; Dist. Purba Medinipur ; PIN: –721607, West Bengal, India. Telephone no. : + 91-3224-264496 E. mail : aganesan.hdc@kolkataporttrust.gov.in
3.14.	Address of the Engineer's representative	::	Shri N.Banerjee Assistant Manager (P&E), Haldia Dock Complex, Operational Administrative Building (1 st floor), Chiranjibpur; P.O. Haldia, Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. Mobile no. : + 91 7478007300 E. mail : nbanerjee.hdc@kolkataporttrust.gov.in

General Manager (Engineering)
Haldia Dock Complex
Syama Prasad Mookerjee Port

SECTION – IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION

4.1 Introduction:

- 4.1.1** 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 RailTel, <https://kopt.enivida.in>, before responding to this e-tender :
- Bidders Manual Kit
 - Help for Contractors
 - FAQ
- 4.1.2** The intending bidders are requested to go through the “**Instructions To Bidders (IB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.
- 4.1.3** **SPECIAL NOTE:**
THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT <https://kopt.enivida.in> only.
- 4.1.4** Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with RailTel are pre-requisites for the instant e-Tendering.
- 4.1.5** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://kopt.enivida.in>.
- 4.1.6** All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.
- 4.1.7** The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- 4.1.8** E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.
- 4.1.9** The intending bidders are requested to submit their bids, keeping sufficient time in hand.

- 4.1.10** In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / RailTel, well in advance, keeping sufficient time in hand.

4.1.11 Contact person (Haldia Dock Complex):

- (i) Shri A.K Maity
Designation: Dy. Manager (P&E),
Mobile No. + 91 9434031336
E-mail : akmaity.hdc@ **kolkataporttrust.gov.in**
- (ii) Sri N.Banerjee,
Designation: Asst. Manager (P&E)
Mobile No. + 91 7478007300
e-mail : nbanerjee.hdc@ **kolkataporttrust.gov.in**

Contact persons (RailTel Portal):

- (i) Shri Siddharth Ghosh
Mobile No.: + 91 9355030604
E-mail : ewizardsiddharth@gmail.com
- (ii) Shri Deepak Jha
Mobile No.: +91 8448288981
E-mail : ewizarddipak@gmail.com

4.1.12 Bidding in e-tender:

- (i) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- (ii) Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- (iii) Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:

- (iv) For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by the government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012.
- (v) When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
If Micro & Small Enterprises (MSEs), registered with NSIC [under single point registration scheme] intend to participate with respect to items for which they are not registered with NSIC, then they will have to deposit full amount of Bid Document Fee and Earnest Money, in accordance with the Schedule of Tender (SoT). Otherwise, their offer with respect to such items (for which they are not registered with NSIC) will not be considered.
- (vi) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- (vii) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

4.2 Other Instructions related to e-Procurement:

- 4.2.1 The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://kopt.enivida.in> Tenders will be opened electronically on specified date and time as given in the Tender.
- 4.2.2 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.3 Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with <https://kopt.enivida.in>. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

- 4.2.4** E-tender cannot be accessed after the due date and time mentioned in NIT.
- 4.2.5** Bidding in e-tender :
- (i) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
 - (ii) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
 - (iii) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - (iv) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - (v) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - (vi) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - (vii) Buyer 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.
 - (viii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- 4.2.6** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.7** No deviation to the technical and commercial terms & conditions are allowed.
- 4.2.8** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 4.2.9** Vendors are requested to read the vendor guide and see the video in the page kopt.enivida.in to familiarize them with the system before bidding.
- 4.2.10** No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- 4.2.11** The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

- 4.2.12 The bid will be evaluated based on the filled-in technical & commercial formats.
- 4.2.13 The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 4.2.14 Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of RailTel.
- 4.2.15 Due date of submission of tender will not be extended under any situation.

4.3 RailTel Tender Processing Fee (Non refundable)

Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.

Tender Processing Fee(TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus

GST @18%.

Registration Charges: Rs. 2000/- + Applicable GST Per Year

SECTION – V

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations :

- (a) the term “in writing” means communicated in written form (i.e. by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day; and
- (d) “Procurement” means the entire work requirements, as specified in **Section VI Technical Specification.**

5.2 Fraud and corruption

5.2.1 It is the policy of **SMP, Kolkata (Formerly KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **SMP, Kolkata :**

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) “**collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial, non-competitive levels;
 - and
 - (iv) “**coercive practice**” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder,

recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

- (c) Will terminate contract, if it determines at any time that representatives of SMP, Kolkata engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;
- (d) Will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;

And

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors , subcontractors, and consultants to permit SMP ,Kolkata to inspect their accounts and records and other documents relating to the bid submission and contract performance.

5.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

5.3 Eligible bidders

5.3.1 A Bidder, and all parties constituting the Bidder, **should have the nationality of any country**. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

5.3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

- (a) Submit more than one bid in this bidding process.

Or

- (b) are or have been associated in the past , with a firm or any of its affiliates which have been engaged by **SMP, Kolkata** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the

procurement of the goods to be purchased under the instant Bidding Documents.

5.3.3 Participating by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

5.3.4 A Bidder that is under a declaration of ineligibility by **SMP, Kolkata**, in accordance with **ITB Clause No.5.2**, at the date of contract award shall be disqualified.

5.4 Authority in signing the bid / offer

5.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid [Part I]**.

5.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners or power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.

5.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.

5.4.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including "**Techno-commercial Bid**"]. In case of putting different signatures in different documents / offers, all such signatures should be attested by

the same person in line with the above.

B. CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

- 5.5.1** The contents of the **Bidding Documents** as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 5.7**.
- 5.5.2** The Employer (SMP, Kolkata) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.
- 5.5.3** The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

5.6 Pre-Bid Meeting

NO PRE-BID MEETING SHALL BE HELD

- 5.6.1** The Bidder shall be deemed to have **examined** thoroughly the instant Bidding Documents, in full, [considering all addenda / corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **Bidding Documents** [considering all addenda / corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of **SMP, Kolkata**, in writing, as set out in **ITB**.

The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal & Government of India and other statutory bodies from time to time. The Bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may be necessary for preparing the Bid.

Visiting the site shall be at the bidder's own expense. Failure to visit to site will no way relieve the Contractor (successful Bidder) of any of their obligation in performing the work and liabilities & responsibilities thereof, in accordance of the contract.

- 5.6.2** Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant “Scale of Rates” of SMP

Kolkata, available at <http://www.kolkataporttrust.gov.in/> of SMP, Kolkata (Formerly Kolkata Port Trust)], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

However, during the pre-bid meeting, if the prospective bidders are willing to enter into the dock area, they will be allowed through VIP Pass of HDC free of cost.

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

The prospective bidder will be liable to indemnify SMP, Kolkata against any loss or damage to the property of SMP, Kolkata or neighboring property which may be caused due to any act of prospective bidder or their designated representative(s).

5.7 Amendment of Bidding Documents

5.7.1 At any time, prior to the last date for submission of bids, **SMP, Kolkata** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.

5.7.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e.who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.

5.7.3 To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, SMP, Kolkata may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

C. PREPARATION OF BIDS

5.8 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **SMP, Kolkata** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.9 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and SMP, Kolkata, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

5.10 Documents comprising the Bid

5.10.1 The Bid shall comprise of the following :-

(a) Pre-qualification and Techno-commercial Bid:

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SOT), Instructions To Bidders (ITB) , Scope of work and Technical specification, Special Conditions of Contract(SCC) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.in> only.

5.11 Form of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**”. This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

5.12 Price Schedule

5.12.1 The Bidder shall quote their price on-line (**through e-Nivida Portal only**) as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

5.12.2 The Bidder should submit (upload) the **unpriced** format [Bidding Form VI : **PRICE SCHEDULE**], of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

5.13 Bid Prices

5.13.1 The prices are to be quoted by the Bidder **through e-Nivida Portal**, considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

5.13.2 Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.

5.13.3 The prices and rates entered (electronically through e-Nivida Portal) **as per the Price Schedule** (Bill of Quantities), in the Price bid (Part-II), by the **Bidder**, shall include, inter alia, all costs and expenses involved in or arising out of the following:

- (a) Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with Technical Specification (Section VI)] and equipment at site.
- (b) The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
- (c) The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.
- (d) All required first aid, welfare and safety requirements.
- (e) Damage caused to the work and /or construction, plant, materials and consumable stores caused by weather.

5.13.4 Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement, which may be considered, while submitting their rates in the offer.

5.13.5 Rates & amounts quoted by the bidders in the “PRICE SCHEDULE”, include all incidental charges [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable SMP, Kolkata to get due credit against GST paid.

In case of any failure on the above account, GST amount, even if paid by SMP, Kolkata, shall be recoverable from the Contractor.

5.13.6 All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.

However, changes **in statutory taxes & duties [other than GST]** will be **adjusted** (within the scheduled completion period), based on documentary evidence.

5.13.7 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions. No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

5.14 Currencies of Bid

The **Bidders** should quote the prices in **Indian Rupees (Rs)** only.

5.15 Period of validity of bids

5.15.1 Bids shall remain valid for the period of 180 days after the bid submission deadline date (considering extension thereof, if any) as prescribed in ITB. A bid, valid for a shorter period, shall be rejected by SMP, Kolkata, treating the same as non-responsive.

5.15.2 In exceptional circumstances, prior to the expiration of the bid validity period, **SMP, Kolkata** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **SMP, Kolkata**, in writing.

5.16 Earnest Money Deposit (EMD)

5.16.1 The intending bidders should upload bid security declaration in lieu of EMD as specified in the **Schedule of Tender (SOT)**, as all bidders are exempted from submission of **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

D. SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID)

5.17 Submission of bids

5.17.1 Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through e-Nivida Portal only**.

- 5.17.2 The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pre-qualification Criteria and Techno-commercial Bid**.
- 5.17.3 Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **ITB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.
- 5.17.4 Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.
- 5.17.5 The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, SMP, Kolkata (Formerly Kolkata Port Trust)**. The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.in> only. *No hardcopy of priced "Price Schedule" is required to be uploaded.*

5.18 Techno-commercial offer

- 5.18.1 No techno-commercial deviation and variation will be considered by SMP Kolkata, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.
- 5.18.2 If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **SMP, Kolkata**.

5.19 Priced offer

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **e-Nivida** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of Price Bid.*

5.20 Deadline for submission of bids

- 5.20.1 Bids must be submitted within the closing date & time **indicated in the Schedule of Tender (SOT)**.
- 5.20.2 **SMP, Kolkata** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **SMP, Kolkata** and bidders previously subject to the deadline shall thereafter be subject to the deadline as

extended.

5.21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule of Tender (SOT)** or extension, if any.

5.22 Withdrawal of bids

5.22.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

5.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the “**FORM OF TENDER [for Techno-commercial (un-priced) Bid]**.” Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **SMP, Kolkata**.

5.22.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.

5.23 Bid opening [except Price Bid]

5.23.1 The bids [**both techno commercial and Price Bids**], will be opened at the date & time, indicated in the **Schedule of Tender (SOT)**.

5.23.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

E. EVALUATION OF BIDS

5.24 Confidentiality

5.24.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

5.24.2 Any attempt by a Bidder to influence **SMP, Kolkata** in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.

5.24.3 Notwithstanding **ITB Clause No. 5.24.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact **SMP Kolkata** on any matter related to the bidding process, they should do so in writing.

5.25 Clarification of bids

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the

Employer (SMP, Kolkata) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (SMP, Kolkata) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (SMP, Kolkata), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (SMP, Kolkata), shall not be considered. The Employer's (SMP, Kolkata's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

5.26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

5.27 Responsiveness of bids

5.27.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.

5.27.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, SMP Kolkata's rights or the bidder's obligations under the proposed contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

5.27.3 Bidders shall not contain the following information / conditions to consider them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno- commercial offers;
- (b) Adjustable prices, other than the provisions stated in **ITB**.

5.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by SMP Kolkata and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

5.28 Nonconformities, errors and omissions

5.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (SMP Kolkata) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer

(SMP Kolkata), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.

Any document submitted by a bidder, which is not in response to a request by the Employer (SMP, Kolkata), shall not be considered. The Employer's (SMP, Kolkata's) request for submission of further document(s) shall be in writing.

5.28.2 **SMP, Kolkata** shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.

5.28.3 Provided that a bid is substantially responsive, **SMP, Kolkata** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

5.29 Examination of Pre-qualification Criteria

5.29.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.

5.30.1 SMP, Kolkata may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/ document(s) within the time stipulated by the Employer (SMP, Kolkata), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

5.29.2 In case it is found that the Pre-qualification Criteria has not been

fulfilled by the bidder or otherwise their participation has not been found acceptable to **SMP, Kolkata**, the respective bid will be treated as non-responsive and “Price Bid” of the respective Bidder will not be considered further.

5.30 Examination of Techno-commercial offer

5.30.2 After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.

5.30.3 **SMP, Kolkata** shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification (Section VI), GCC (Section VII)** and **SCC (Section VIII)** have been accepted by the bidder without any material deviation or reservation or omission.

5.30.4 **The evaluation is also subject to compliance of Department for Promotion of Industry and Internal Trade Order No. P – 45021/2/2017-B.E. – II dated 15.06.2017; Order No. P – 45021/2/2017-B.E. – II dated 28.05.2018; Order No. P – 45021/2/2017-B.E. – II dated 29.05.2019 & Order No. P – 45021/2/2017-B.E. – II dated 04.06.2020 issued pursuant to Rule 153(iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017.**
Bidders are advised to go through the same to appreciate its implication in the instant tender and furnish documents alongwith their techno-commercial offer, if applicable.

5.31 Opening of Price Bid

PRICE BIDS of the bidders will be opened along with Techno- commercial Bid.

The on-line price-bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the price-bid opening record shall be made available on the e- Procurement System.

Comparison & Evaluation of Price-Bid and selection of Successful Bidder

5.32.1 While evaluating the Price Bids, the Price quoted by the Bidders against all items of the **Price Schedule** shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of

all items of the **Price Schedule**, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the “**lowest TOTAL PRICE**” thus arrived.

5.32.2 In case it is found that the quoted “**TOTAL PRICE**” is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the revised “**lowest TOTAL PRICE**” thus obtained.

5.32 SMP, Kolkata’s right to accept any bid and to reject any or all bids

5.33.1 SMP, Kolkata reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. AWARD OF CONTRACT

5.33 Subject to **ITB Clause No. 5.33.1, SMP, Kolkata** shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid [as per **ITB Clause No. 5.32**] and is substantially responsive to the Bidding Documents.

5.34 Notification of award

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB, SMP, Kolkata** shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract. Such order letter shall specify the “**Contract Price**” in line with **SCC Clause No. 11.1.4 a**).

5.35 Signing of contract agreement

5.36.1 After placement of order, **contract agreement** [as per the form furnished in **Section- XI**] should be executed between **Syama Prasad Mookerjee Port, Kolkata** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs 50.00**] & **dummy papers** (for three sets).

Immediately after receipt of the above papers & documents, **SMP, Kolkata** will send three

sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and SMP, Kolkata** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **SMP, Kolkata** at appropriate places on each pages.

Within a week, thereafter, the Contractor (Successful Bidder) shall have to return **Contract Agreement forms** (three sets) [after affixing their common seal], the set of **documentary transactions** and **Contract Documents**, duly signed by them at appropriate places on each page.

5.36.2 The **contract agreement form & Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

5.36.3 After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **SMP, Kolkata** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **SMP, Kolkata**'s custody, after affixing the Common Seal of **SMP, Kolkata**.

One copy of such **executed contract agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.

5.36.4 Until such contract agreement is executed, the other documents referred to the definition of the term "Contract" [**GCC Clause**], shall collectively be the contract.

5.36 Performance Guarantee / Security Deposit

Performance Guarantee / Security Deposit @3% of contract value will be adjusted from the bill of the contractor.

5.37 Preference to Make in India

5.38.1 By Office Memorandum No. F. No. 6/18/2019-PPD dated 23.07.2020, Ministry of Finance, Department of Expenditure, Public Procurement Division has inserted sub-rule (xi) to amend Rule 144 of the General Financial Rules 2017 as under in respect of public buying:

"Notwithstanding anything contained in this Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and / or screening, on procurement from bidders from a country or countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions."

5.38.2 Also, by Office Memorandum No. P-45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020, the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) has revised the format for registration of bidders from countries sharing land border with India. The said Memorandum

alongwithenclosures is appended after this chapter under Section IV – B of this tender document for necessary compliance including any amendment thereof by the bidders for participation in the instant tender, as required.

- (iii) The evaluation is also subject to compliance of Office Memorandum No. P – 45021/2/2017- B.E. – II dated 16.09.2020 issued by GoI, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) pursuant to Rule 153 of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017. Bidders are, accordingly, advised to go through the same including subsequent amendment, if any, thereof to appreciate its implication in the instant tender and act accordingly. Submission of necessary documents, if any, by bidders concerned in this regard is imperative.

SECTION-VI

SCOPE OF WORK AND TECHNICAL SPECIFICATION

The Scope of work to be carried out under this tender shall include but not limited to the following works which is indicative but not exhaustive. The Contractor shall carry out and complete all related works so as to make the scheme complete in all respect of technical requirements and to deliver the desired output / performance.

6.1 LOCATION OF WORK SITE- Haldia Oil Jetty-II (HOJ-II), Haldia Dock Complex, SMP, Kolkata.

6.2 Brief Description of the Major Works

- i. Painting of 3 Nos. Marine Loading Arms at HOJ-II.
- ii. Replacement, supply, fabrication, erection of structural steel.

6.3 No material, manpower, tool and tackles, equipment, hydra etc shall be provided by HDC.

6.4 List of recommended Manufacturer:

Sl No	Description	Manufacturer
1.	Paint	1. Asian Paints (India) Ltd. 2. Berger Paints Ltd. 3. Bombay Paints. 4. Godless Nerolac Paints Ltd. 5. Jenson & Nicholson paints Ltd. 6. Shalimar Paints 7. Sigma coatings Contractor to use the paints of above manufacturers only.
2.	Structural steel (IS : 2062)	SAIL / JINDAL STEEL & POWER / ESSAR STEEL LTD /TISCO / RINL /ISPAT Industries Ltd / LLOYD's Steel Industries Ltd. / JSW Steel Ltd. Contractor to use the Structural steel of above manufacturers only.

6.5 STEEL SCAFFOLDING (ALL MATERIALS IN CONTRACTOR'S SCOPE):

The job includes transportation of scaffolding materials in contractor's scope of supply, erection of scaffolding at HOJ-II site at Haldia Jetty covering the areas specified including providing vertical posts of pipes at inter distance of 1.5 m and horizontal numbers at a inter distance of 0.5 to 0.75 m, providing tie rods at corners to give sufficient strength to the structure, placing the wooden / steel planks/ FRP gratings at all working locations & on top for making sufficient area. Dismantling scaffolding after completion of job and returning the scaffolding material to specified place including all tools, tackles, consumables, labours and contractor's supervision as directed by the Engineer-in-Charge. The height of erected scaffolding shall be as per items in SOR.

For measurement in SQM: 2 (length + width) X height area covered by the scaffolding is to be taken.

Scaffolding measurement to be done by breaking the height into parts as per height slab mentioned below and adopting respective rates against mentioned height slabs.

The contractor shall supply all tools, tackles, arrangements for working at height, manpower and all the necessary requisites for completion of the work as per specification in all respects and as per the instructions of Engineer In Charge. The item is meant for work during greasing at top portions joints, painting of arm etc. as per HDC requirement. Please note that the erected scaffolding shall remain erected at HOJ-II in place till the completion of entire work associated with arm like, replacement of Studs, greasing at top portions, joints, painting of arm etc.

6.6 Cleaning & Painting: Painting of 03 Nos of Marine Loading Arms at HOJ-II:

- i. **Cleaning:** Surface preparation using hand tool cleaning including removal of oil, grease and other contaminants by solvent cleaning followed by removal of defective paint, weld flux, slag from metallic surfaces, by hand chipping, hand brushing, hand scrappers/chisels, steel wools, final cleaning with High Pressure (5000 PSI) low TDS fresh soft water jet cleaning and drying with compressed air as per the specification and direction of site engineer. Prepared surface shall confirm to WJ-4 as per NACE no.5/SSPC SP-12 Standards. The scope of contractor includes supply of all equipments, tools, tackles, labours etc.
- ii. **Painting:** Supply and application of paint including all labours, tools, tackles, equipments and consumables shall be in the scope of contractor. The painting system shall be as follows:-
 - First Coat: High build, self-priming, rust encapsulating polyamido amine cured epoxy mastic coating (80% min. solid by vol.) with 100 microns DFT (min) by spray application.
 - Second Coat: One coat of Epoxy MIO (80% min. solid by vol.) with 100 microns DFT (min) by spray application.
 - Third and Fourth Coat: Recoatable acrylic isocyanate aliphatic Polyurethane coat (50% min. solid by vol.) with each coat 50 microns DFT (min) by spray application (Gloss retention minimum 80 % under 1000 hours of QUV B lamp). Application methodology of surface preparation, primer and paints shall be as per Technical specification enclosed/ as per manufacturer recommendations.

The scope of work in above item includes painting of three arms complete, associated facilities in the arm and bottom plates, piping etc. as per direction of EIC.

6.7 Painting: Painting of Structural members including support at Jetty-HOJ-II

- i. **Cleaning:** Surface preparation using hand tool cleaning including removal of oil, grease and other contaminants by solvent cleaning followed by removal of defective paint, weld flux, slag from metallic surfaces, by hand chipping, hand brushing, hand scrappers/chisels, steel wools, final cleaning with High Pressure (5000 PSI) low TDS fresh soft water jet cleaning and drying with compressed air as per the specification and direction of site engineer. Prepared surface shall confirm to WJ-4 as per NACE no.5/SSPC SP-12 Standards. The scope of contractor includes supply of all equipments, tools, tackles, labours etc.
- ii. **Painting:** Supply and application of paint including all labours, tools, tackles, equipments and consumables shall be in the scope of contractor. The painting system shall be as follows:-
 - First Coat: High build, self-priming, rust encapsulating polyamido amine cured epoxy mastic coating (80% min. solid by vol.) with 100 microns DFT (min) by spray application.
 - Second Coat: One coat of Epoxy MIO (80% min. solid by vol.) with 100 microns DFT (min) by spray application.
 - Third and Fourth Coat: Recoatable acrylic isocyanate aliphatic Polyurethane coat (50% min. solid by vol.) with each coat 50 microns DFT (min) by spray application (Gloss retention minimum 80 % under 1000 hours of QUV B lamp).

Application methodology of surface preparation, primer and paints shall be as per Technical specification enclosed/ as per manufacturer recommendations.

6.8 SCRAP REMOVAL FROM HOJ-II TO HDC Store PREMISES:

Collection of metallic scrap / dismantled materials such as valves, pipes, bends, plates, structural, gasket sheets, hoses, fasteners etc., from HOJ-II site and transporting it to HDC Store or any other place inside HDC as per instruction of Engineer-in-Charge.

Job includes supplying of all types of tools and tackles, lifting arrangements, hydra/ crane, tractor trolley and equipment, machineries all consumables and labour. All jobs are to be carried out as per the instruction and to the full satisfaction of the Engineer-in-Charge.

The items which are usable upon dismantling are to be safely transported to avoid any damage and kept at designated location inside the HDC as per instruction of EIC.

6.9 Equipment Hire Charges: Hydra of capacity 3 MT/ higher capacity

Rates are inclusive of supply of fuel, consumable, operator, parking and other charges wherever applicable. All the work mentioned above where Hydra/lifting arrangement etc. is under contractor scope.

6.10 QUANTUM OF WORK

Quantity of various works is indicated in SOR. Quantities are likely to vary (or) and some items may not be operated as per the requirement of site condition. No extra claim other than items indicated in the Schedule of Rates (which were necessary and operated), will be entertained.

- i. Every service item mentioned in the BOQ will be executed as per relevant ISO / API / OISD / ASTM / ASME standards and Standard Practices as mentioned above. If any civil, mechanical or instrumentation work is mentioned in those standards, it will be assumed that bidder has considered those while quoting rates. No additional payment will be made apart from the service items mentioned in BOQ for any activity mentioned in relevant ISO / API / OISD / ASTM / ASME standards and Standard Practices.
- ii. Food and lodging of the contractor deployed manpower will solely be the responsibility of the contractor. HDC will not be held responsible for this. No additional payment will be made to the contractor in this regard.
- iii. No property of the owner in the area of work shall be tampered with. In case of default, the damages as assessed by the Engineer-in-charge whose assessment shall be final and binding on the contractor, shall be indemnified by the contractor.
- iv. The Contractor may have to work during nights as well as holidays and Sundays, according to the exigencies of the work. No extra claim on this Account shall be entertained by the HDC.
- v. Any breach of any of the above conditions shall entail immediate withdrawal of the work, which will be got done through other agencies at the risk, and cost of the contractor.
- vi. The contractor shall execute his work in such a way as not to interfere with the functioning of the existing structures and installations at HOJ-II.
- vii. Wherever any dispute regarding mode of measurement arises, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
- viii. HDC reserves the right to operate any item/items of the tender independently as may be considered expedient, Contractor shall be bound to execute any item of the work in the tender, at his quoted rates when he is called upon to do so at any stage during the pendency of the contract. The quantity given in the BOQ is tentative and may change as per the actual site conditions.
- ix. The contractor will have to work in close co-operation and co-operation with other agencies on the site as well as with the various departments of the owner. No extra claim on this account shall be payable to the contractor.
- x. The contractor shall arrange all resources including manpower, materials, tools, equipment etc. necessary for completion of the work as per specification and as per instructions of Engineer-in-Charge and shall be inclusive in items rates. Contractor shall use only non-sparking tools at site.
- xi. The work shall be executed as per tender conditions and Schedule of Rates (SOR) in the Price Bid of tender document and instructions of Engineer-in-Charge/ Site Engineer. The contract shall not be transferable.

- xii. The contractor shall be fully responsible to manage, supervise, guide and control their representatives for the above said activities at the site. Contractor will have to make arrangement for food and lodging for the entire manpower deployed at the site. The boarding, transportation and accommodation of the technicians/personnel, labours shall be in the scope of the contractor. HDC will not be responsible for that. No additional payment apart from the SOR items in this regard will be made to the contractor.
- xiii. HDC shall have no liability whatsoever concerning contractor employees except those mentioned under statutory provisions / labour legislation.
- xiv. Necessary work permits (Cold/Hot/working at height whichever is applicable) must be taken by the authorized person of Haldia Dock Complex to carry out the work. Necessary tool box talk/ safety briefing will have to be attended by the supervisors and labours engaged by the contractor prior to the start of any activity.
- xv. All the safety norms shall be followed by the contractor, his supervisor and worker like wearing of safety helmet, Safety belts, gloves, mask, etc. during execution of this work otherwise suitable penalty shall be imposed as per corporation policy.
- xvi. Contractor will have to make payment to the labours deployed, adhering to the minimum wages as stipulated by state or central government through gazette notification from time to time throughout the entire contract period. Non-payment or inadequate payment to the labours may result into termination of the contract. Bidders should quote rate accordingly.
- xvii. The contractor shall exclusively be liable and responsible for wages, PF, Bonus, Overtime and all other payments for his employees as may be applicable for this tender and in full compliance in all respect under applicable statutory laws, rules and regulations. If any dues to the employees remain unpaid by the contractor and his employee requests for payment, the company, at its discretion, may withhold payment due to the contractor proportionately till such time and unpaid dues are cleared by him or the company may make payment of the same and adjust the amount as paid against amounts payable to the contractor..
- xviii. The contractor shall make regular and full payment of wages/ salaries and other payments to his employees and furnish necessary proof, as and when demanded by the Engineer-in-Charge. The wages paid to the staff should be as per minimum wages as declared by the Central/State Government (whichever is higher) and in line with the defined skill level. The wages are generally revised by the Central/State Govt. every 6 months and contractor should ensure payment of the revised minimum wages.

6.11 Water and Power Supply:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the existing water line of the

Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost. For supply of water by Trustees to the Contractor, an amount equivalent of 1% (one percent) of the gross bill value shall be progressively recovered from the running bill including final bill as applicable.

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division. Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEDCL as prevalent/ amended from time to time for Haldia region along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

Permits, consents, licences, etc.:

The Contractor shall at his own cost and initiative arrange for and obtain all necessary permissions, permits, consents and licences, as may be necessary, for carrying out work inside jetty, to transport the equipment/ material, machinery and labour in the/outside the premises. All the liaison work for obtaining permit etc. has to be arranged by the contractor. Owner will only facilitate wherever necessary for obtaining permission, giving clearances etc. required from owner end.

The permit charges for entry of person, vehicle and equipment inside HOJ-II is attached. However, actual rate during execution of work may vary because of revision in rates by Haldia Dock Complex.

6.12 TECHNICAL SPECIFICATIONS

Detailed Specifications on painting and Scaffolding work: Refer to Technical Specifications **Annexure-A**. Paints to be supplied by the contractor from manufacturers listed above. The contractor shall perform supply, fabrication, grit blasting and painting of structures as per relevant standards in confirmation by Engineer-In-Charge. No tender drawings will be provided by HDC.

SECTION VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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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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		
Estimated Value of Work	Amount of Earnest Money		Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000/-	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/-	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 NO210 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 NO82 OF THE TRUSTEES'
MEETING HELD ON 12.10.2012]**

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 Kolkata, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. **E
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- 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 **C
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- 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.
- 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”.
- 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.

Engineer's Representative

Works

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 Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. **Specification**
- 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. **Constructional Plant**
- 1.13. “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. **Site**
- 1.14. “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. **Contract Price**
- 1.15. “Month” means English Calendar Month. **Month**
- 1.16. “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). **Excepted Risks**

- 1.17. Word importing the singular only, also includes the plural and vice-versa where the context so requires. Singular/ Plural
- 1.18. The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. Headings/ Marginal Notes.
- 1.19. Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. Cost
- 2.0. DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.
- 2.1. The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. Engineer’s Authority
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative. Authority of Engineer’s Representative
- 2.3. *The Engineer shall have full power and authority :* Engineer’s Power
- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
 - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
 - (c) to order for any variation, alteration and modification of the work and for extra works.
 - (d) to issue certificates as per contract.
 - (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee
 - (f) to grant extension of completion time
- 2.4. *The Engineer’s Representative shall* Power of Engineer’s Representative.
- (i) watch and supervise the works.
 - (ii) test and examine any material to be used or workmanship employed in connection with the work.

- (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (iv) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense
- (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and
- (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

Limitation of
Engineer's
Representative
'sPower

- (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 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.

The tender must encompass 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.
 - (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

Accommodation for Contractor's men / materials.

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

Payment of Taxes/duties and observance of all statutes.
 - (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

Payment of Stamp Duty by the Contractor.

- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4. (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Disclosure of Owner's name.

Earnest Money and Security Deposit.

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

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

Method of Paying E.M.

Refund of E.M.

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

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/-

Exemption from E.M. Regd. Firms

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection
- (ii) If before expiry of the validity period of his Tender/Offer, the 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.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (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.

Tender without EM liable to rejection.

Forfeiture of E.M. before Acceptance of offer.

E.M. to be converted to part S.D.

Mode of recovery of balance S.D.

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

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

S.D. for supply contracts
to be deposited in advance.

No interest payable on E.M. /S.D

GC-11

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

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- 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
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following 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).
- Applicability of laws on the contract
- 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, Contractor to Execute Contract Agreement.
- shall collectively be the Contract.

- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. Interpretation of contract documents – Engineers' Power
- 4.4. Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. All Drawings are Trustees' property.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever. Contractor to prepare working / progress drawings
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. Contractor cannot sub-let the work
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. Contractors' price is inclusive of all costs

- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.
- 4.9. Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- 4.11. The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.
- Contractor to submit his programme of work
- Contractor to supervise the works
- 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 period. Contractor is responsible to protect the work
- 4.14. The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structure /persons caused by him in executing the work.

- 4.15. The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. Fossils, Treasure travois, etc. are Trustees' property
- 4.16. The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
 - (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17. 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

- 4.18. The Contractor's quoted rates shall be deemed to have been Contractor's
inclusive of the following : quoted rates /
price must be
all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, 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.
- Notice to
Contractor

- 4.20. The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor notto publish photograph or particulars of work
- 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. Contractor to provide facilities to outsiders
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23. 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. Trustees' lien on Contractor's Plant & Equipment.
- 5.0. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1. The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. Preliminary time to commence work an maintenance of steady rate of progress
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. Contractor's siteoffice

- 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.
- 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 Materials & Works
- 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.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.
- Contractor to submit samples for approval Contractor to arrange al l testing at his own cost.

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

- (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative. The Contractor shall account for and look after the Trustees' materials
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing. Contractor to compensate for loss and damage to Trustees' materials
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstance s

- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -
- (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.
- Recovery from Contractor for Trustees' materials under other circumstance s.
- 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 aterials / work no t 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.
- 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.
- Contractor t oseek approval ofEngineer or his Representative before coveringup any portionof work

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

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

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

Completion
Certificate
G.C.1.

- 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.

6.0. TERMS OF PAYMENT :

- 6.1. No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate i nForm G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
- 6.3. For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance. Limitation for on account payment
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in 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. Recording of measurements

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- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that – Advance payment against Non-perishable materials
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,
 - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
 - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
 - (v) in the event of 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

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a Kolkata/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

(b) Omit any work included in the contract

of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

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

6.7. No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should over-certify for payment or the Trustees should over-pay the Contractor on any account.

6.8. No claim for interest shall be admissible 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.

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.

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 :

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

Recovery for wrong and overpayment

Interest not
admissible to Contractor

Quantities in
Bill of
Quantities of Tender.

Engineer's power to vary the works

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- (c) Change the Character or quality or kind of any work included in the contract.
 - (d) Change the levels, lines, position and dimensions of any part of the work, and
 - (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- Variation by Engineer do not vitiate the contract
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- Where written order for variation is not needed
- 7.5. (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- Payment for extra or additional, or omitted work or substituted work, Engineer's powers

- (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

Extension of completion time

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

- 8.2. (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract 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.

'Liquidated Damage' and other compensation due to Trustees

- (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.

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

- 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 :

- (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's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
 - (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- 8.3.1. Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2. In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3. Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4. The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

9.0. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1. On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance 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.
- 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.
- 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 Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5. The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6. The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7. Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5. Provided always as follows:
 - (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
 - (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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- (c) Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.

No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.

- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

.....

.....

.....

I/We _____

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED**

(Repeat in words)

.....

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

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

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

Dated :

(Signature of Bidder with Seal)

<u>WITNESS :</u>	
Signature:	Name of the Bidder : (In Block Letters)
Name: (In Block Letters)	
Address:	Address:
Occupation:	

Contractor : _____
Address : _____
Date of completion : _____

Dear Sir(s),

This is to certify that the following work

viz :-Name of work : _____

Estimate No. : E.E.O. _____ Date _____
C.E.O. _____ Date _____

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 _____ 20____

from the _____ day of _____ 20____

Yours faithfully,

Signature :

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name : _____

Designation : _____

OFFICE SEAL

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. _____ Date _____
C.E.O. _____ Date _____

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

**(‘NO CLAIM ‘ CERTIFICATE FROM
CONTRACTOR)**

The Engineer

Syama Prasad Mookerjee Port, Kolkata

Kolkata.

(Atten : _____)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Syama Prasad Mookerjee Port, Kolkata for the execution of the following work viz:-

Name of work : _____

Work Order No. : _____

Contract No. : _____

Agreement No. : _____ Date _____

and I / we have no further claim against the Syama Prasad Mookerjee Port, Kolkata in respectof the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor : _____

Address : _____

(OFFICE SEAL OF THE CONTRACOR)

Syama Prasad Mookerjee Port, Kolkata

PROFORMA OF FORM OF AGREEMENT

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

THIS AGREEMENT made thisday of.....200 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and

(hereinafter called “the Contractor”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer.
 - (b) The General Conditions of Contract (GCC).
 - (c) The Special Conditions of Contract (SCC).
 - (d) The Conditions of Tender.
 - (e) The Technical Specification & Scope of Work.
 - (f) The Schedule of Rates.
 - (g) The Terms of Payment.
 - (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract

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

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

The Seal of

.....
.....

..... Was hereunto affixed in the presence of:

Name :

Address :

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of :

Name :

Address :

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

Name :

Address :

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

To

The Board of Trustees
for the Port of Kolkata

BANK GUARANTEE NO.....DATE.....

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs Registered Company, having its Registered Office at

..... (hereinafter referred to as “The Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated

(hereinafter referred to as “the said contract”), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees

.....). We, Branch, Kolkata / Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs

..... (Rupees

.....). We Branch, Kolkata / Haldia, further agree that if a written demand is made by the

Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata / Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee.

Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,

..... (Name of Bank), Branch, Kolkata / Haldia to decline to honour the Bank Guarantee in the manner aforesaid

The very fact that We, Branch, Kolkata / Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

..... Branch, Kolkata / Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, Branch, Kolkata / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed / fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of

..... day of 19and

subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us, Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

Signature : _____

Name : _____

Designation : _____

(Duly constituted attorney for and on behalf

of)Bank : _____

Branch : _____

Kolkata _____ / Haldia.

INTEGRITY PACT

Between

**Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) 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 ChiefVigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-A.
- (e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub- contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation :

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

Section 10 – Pact Duration :

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

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

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.

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(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)

(Office Seal)

Place :

Date :

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1. There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with SMP, Kolkata 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 SMP Kolkata.
- 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. 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 SMP, Kolkata 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 SMP, Kolkata 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 SMP Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.

ADDENDUM

Modification of clause no.3.4 of GCC as sanctioned vide Reso. No.210 by the Board of Trustees for the Port of Kolkata in the 13th Meeting held on 26.02.2013.

- i. **Earnest Money** : Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.
- ii. **There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.
- iii. **Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.
- iv. **Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

SECTION-VIII

SPECIAL CONDITIONS OF CONTRACT

7.1 PERIOD OF CONTRACT

The period of contract shall be 90 days from the date of placement of work order (excluding the date of work order). The time for completion shall include time for approval of procedures & materials by the HDC, submission of documents like calibration certificates, test procedures; supply of materials, mobilization of equipment, manpower, machinery etc.; submission of Final Reports in all respect complete to the entire satisfaction of the Engineer-in-Charge.

7.2 WORK SCHEDULE

Without prejudice to generality of provisions of General Conditions of Contract relating to "Progress Schedule" the Contractor shall take into account the instructions of the Engineer-in-Charge regarding the constraints, restraints and other requirements of works and the required sequence of works, in preparing the Progress Schedule. Notwithstanding the provisions relating to "Approved Progress Schedule", weekly work programs may be drawn up by the Engineer-in-Charge taking into account the availability of work fronts and the requirements of other contractors or agencies involved at the work sites and the Contractor shall abide by daily work programs also so drawn-up.

- 7.3** The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act etc. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the HDC will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

7.4 PAYMENT TERMS

97% payment will be made within 30 (thirty) days from the date of successful completion of the entire work at the site of HDC, SMP Kolkata and acceptance of the same by Engineer-In-Charge or his authorized representative or from the date of submission of clear and unambiguous bills, whichever is later.

The bills should be submitted, in quadruplicate, to the office of the Sr. Dy. Manager (P&E), along with measurement sheets and relevant documents. Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

- a) Savings/Current Account Number:
- b) Name of the Bank:
- c) Name of the Branch and address thereof:
- d) RTGS Code of the Branch:

Payment shall be made for the items as per SOR based on measurement of the executed work for the Running Account bills. Measurement methodology has been mentioned in the SOR items, under Scope of work including detailed description & specification shall be applicable.

- 7.5** A security deposit @ **3.0%** shall be retained from bill of the contractor for the defect liability period.

7.6 LIQUIDATED DAMAGES: AS PER GCC**7.7 QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES**

- i. Quality Assurance & Quality Control procedures and method statements to be adopted by Contractor as applicable during the construction as required in the respective specifications shall be firmed up in consultation with the HDC. Steel structure fabrication activity shall commence only after firming up of procedures.
- ii. Field Inspection- Contractor shall have at all times during the performance of the work, a competent superintendent on the site. Any instruction given to the Superintendent shall be construed as having been given to the Contractor.
- iii. Erection and Installation- The Contractor shall carry out required supervision and inspection as per Quality Assurance plan and furnish all assistance required by the Owner in carrying out inspection work during this phase. HDC shall have engineers, inspectors or other authorized representatives, who shall have free access to the work at all times. If representative of the HDC notifies the Contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the Contractor shall make every effort to carry out such instructions to complete the work conforming to the specifications and approved drawings in the fullest degree consistent with best engineering practice.

7.8 TEST AND INSPECTION

- i. The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise stipulated.
- ii. All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost. All test equipment including all recording/ measuring gauges/ instruments shall be calibrated and necessary certificate of compliance issued by the Statutory agency/body to the effect that the test equipment's / instruments have been calibrated as per standard practices and found meeting the norms shall have to be furnished by the Contractor. The entire cost of carrying out such calibration and furnishing of the compliance certificate from a Statutory Authority/ body shall be at the expense of the Contractor.
- iii. The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications, the technical documents and the relevant codes of practice furnished to him during the performance for the work. Contractor shall discuss his daily work program with Engineer-in-Charge before starting the same every day.
- iv. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectification at his own cost.
- v. All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- vi. In addition to the provisions, should the Site Engineer on inspection be not satisfied with the quality of workmanship of any work, joint or weld (the decision of the Engineer-In-Charge being final in this behalf), the Contractor shall re-perform, replace, re-install and/or re-erect as the case may be, such work, trench, joint or weld, and no such rejected work, weld or item shall be re-used with reference to the work except with prior permission of the Engineer-In-Charge.
- vii. The Contractor shall carry out the various tests as enumerated in the technical specifications of that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified.
- viii. The Contractor must note that relevant IS Codes shall be made available at site for reference whenever demanded.
- ix. The Contractor shall observe, in addition to codes specified in respective specifications, all national and local laws, rules and regulations and requirements pertaining to the work.

7.9 SETTING OUT OF THE WORKS

- i. The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position and levels, dimension and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.

- ii. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment in any part of the work; the Contractor, on being required to do so by the Engineer-in-Charge or the Site Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer-in-Charge or Site Engineer unless such error is based on incorrect data supplied in writing by the Engineer-in-Charge or Site Engineer in which case the expense of rectifying the same shall be borne by the Owner.
- iii. The checking of any setting-out or of any line or level by the Engineer-in-Charge or the Site Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting-out the works.

7.10 SAFETY & POLLUTION CONTROL

Contractor shall take all reasonable precautions to avoid pollution or contamination of the air, land or water arising out of the performance of the work. Should there be a discharge or escape of appreciable quantity of pollutants or contaminants during performance of its obligations under this Contract which occurs as a result of activities of Contractor or its sub-Contractor, the Contractor shall immediately take all action necessary to contain, control, recover or disperse the substance and to eliminate the safety and environmental risks and correct the damage resulting there from.

7.11 ADHERENCE TO SAFETY PROCEDURES AND PRACTICES

With a view to improve the safety aspects of execution of the job based the following requirements will be imposed for safety procedures:

- i. Use of PPE (Personal Protective Equipment) such as Safety Shoes, Full Body safety harness with Shock absorber, helmet etc.
- ii. Working with clearance
- iii. Applicable safety, health and environment related norms
- iv. Safety practices while working at height

In line with the OISD guidelines on “Safety practices during construction” (OISD-GDN-192), the Contractor shall ensure that additional safety measures like providing Fall Arrestor type safety belt, safety net for all activities being done in line with tender requirements at a height of 2.5 meter and more depending upon the site conditions and job requirements.

7.12 DEFECT LIABILITY PERIOD:

There shall be a Defect liability period for 12 months under this contract. Security Deposit, thus retained by HDC will be released after completion of the defect liability period. Defect liability period shall be reckoned from the date of final completion of the work through submission of final test reports as mentioned by EIC/ site engineer in the Completion Certificate issued in this regard.

SAMPLE PRICED BILL OF QUANTITY**Name of work: Painting of 3 Nos. Marine Loading Arms at HOJ-II and other allied structure repair works**

SI No	ITEM DESCRIPTION	QUNT.	UNITS	Quoted unit price in INR (Excluding GST)	TOTAL AMOUNT in INR (Excluding GST)
1	STEEL SCAFFOLDING MATERIALS IN CONTRACTOR'S SCOPE: The job includes transportation of scaffolding materials in contractor's scope of supply, erection of scaffolding at HOJ site at Haldia Jetty covering the areas specified including providing vertical posts of pipes at inter distance of 1.5 m and horizontal numbers at a inter distance of 0.5 to 0.75 m, providing tie rods at corners to give sufficient strength to the structure, placing the wooden / steel planks / FRP gratings at all working locations & on top for making sufficient area. Dismantling scaffolding after completion of job and returning the scaffolding material to specified place including all tools, tackles, consumables, labours and contractor's supervision as directed by the Engineer-in-Charge. 1. For measurement in SQM: 2 (length + width) X height area covered by the scaffolding is to be taken. 2. Scaffolding measurement to be done by breaking the height into parts as per height slab mentioned below and adopting respective rates against mentioned height slabs. (excluding supply of hydra)				
2	Up to 6m height	399	m2		
3	Above 6m up to 10m height	216	m2		
4	Above 10m up to 20m height	540	m2		
5	Above 20m up to 30m height	432	m2		
6	Cleaning & Painting: Painting of HOJ-II arm: Cleaning: Surface preparation using hand tool cleaning including removal of oil, grease and other contaminants by solvent cleaning followed by removal of defective paint,weld flux, slag from metallic surfaces, by hand chipping, hand brushing, hand scrappers/chisels, steel wools, final cleaning with High Pressure (5000 PSI) low TDS fresh soft water jet cleaning and drying with compressed air as per the specification and direction of site engineer. Prepared surface shall confirm to WJ-4 as per NACE no.5/SSPC SP-12 Standards. The scope of contractors includes supply of all equipment's, tools, tackles, labours etc. Painting: Supply and application of paint including all labours, tools, tackles, equipment's and consumables shall be in the scope of contractor. The painting system shall be as follows:- First Coat: High build, self-priming, rust encapsulating polyamido amine cured epoxy mastic coating (80%min.solid by vol.) with 100 microns DFT (min) by spray application. Second Coat: One coat of Epoxy MIO (80% min. solid by vol.) with 100 microns DFT (min) by spray application. Third and Fourth Coat: Recoatable acrylic isocyanate aliphatic Polyurethane coat (50% min. solid by vol.) with each coat 50 microns DFT (min) by spray application (Gloss retention minimum 80 % under 1000 hours of QUV B lamp).	442.1655	m2		

SI No	ITEM DESCRIPTION	QUNT.	UNITS	Quoted unit price in INR (Excluding GST)	TOTAL AMOUNT in INR (Excluding GST)
7	Cleaning & Painting: Painting of Structural members including support at Jetty-HOJ-II including the shore structure of marine gangway, hydraulic power pack etc. Cleaning: Surface preparation using hand tool cleaning including removal of oil, grease and other contaminants by solvent cleaning followed by removal of defective paint, weld flux, slag from metallic surfaces, by hand chipping, hand brushing, hand scrappers/chisels, steel wools, final cleaning with High Pressure (5000 PSI) low TDS fresh soft water jet cleaning and drying with compressed air as per the specification and direction of site engineer. Prepared surface shall confirm to WJ-4 as per NACE no.5/SSPC SP-12 Standards. The scope of contractor includes supply of all equipment's, tools, tackles, labours etc. Painting: Supply and application of paint including all labours, tools, tackles, equipment's and consumables shall be in the scope of contractor. The painting system shall be as follows:- First Coat: High build, self-priming, rust encapsulating polyamido amine cured epoxy mastic coating (80%min.solid by vol.) with 100 microns DFT (min) by spray application. Second Coat: One coat of Epoxy MIO (80% min. solid by vol.) with 100 microns DFT (min) by spray application. Third and Fourth Coat: Recoatable acrylic isocyanate aliphatic Polyurethane coat (50% min. solid by vol.) with each coat 50 microns DFT (min) by spray application (Gloss retention minimum 80 % under 1000 hours of QUV B lamp).	600	m2		
8	SCRAP REMOVAL FROM HOJ-II TO HDC STORE, HALDIA PREMISES:Collection of metallic scrap / unwanted materials such as plates, structural, gasket sheets, hoses, fasteners etc., from different location at HOJ-III (Haldia Oil Jetty-III) and elevations and transporting it to scrap yard of PHBPL, Haldia or any other place as per instruction of Engineer-in-Charge including unloading at scrap yard.Job includes supplying of all types of tools and tackles, lifting arrangements, hydra/ crane, tractor trolley and equipment, machineries all consumables and labour. All jobs are to be carried out as per the instruction and to the full satisfaction of the Engineer-in-Charge.Note: If cutting is required as per site requirement the same shall be paid separately. Note: Unit 1 TO = 1 Metric Tonne	7.5	Tonne		
9	Equipment Hire Charges: Hydra of capacity 3 MT Rates are inclusive of free supply of fuel, consumable, operator, parking and other charges wherever applicable. Note: Unit : Hour	80	Hour		
10	Reflective radium sticker printing(background sticker) and apply including pasting and fixing with supply of all labours, tools tackles, scaffolding working at any height etc	50	FT2		
11	Reflective radium sticker letter printing and apply in background stickering including pasting and fixing with supply of all labours, tools tackles, scaffolding working at any height etc	50	FT2		

SI No	ITEM DESCRIPTION	QUNT.	UNITS	Quoted unit price in INR (Excluding GST)	TOTAL AMOUNT in INR (Excluding GST)
12	Structural steel: Supply of Structural steel	7.5	Tonne		
13	Fabrication	7.5	Tonne		
14	Grit blasting and Painting	7.5	Tonne		
	TOTAL				
	GST				

Updated Permit Charges Details w.e.f. 01-05-2021, 06:00:00 AM

S.No	Pass Type	Permit Type	Permit Category	Permit Amount	S.No	Pass Type	Permit Type	Permit Category	Permit Amount
1	Person	Daily	Visitor	11.00	33	Vehicle	Annual	Motor Van	6,108.00
2	Person	Daily	Driver	11.00	34	Vehicle	Annual	Tanker	6,108.00
3	Person	Daily	Khalasi	11.00	35	Vehicle	Annual	Lorry	6,108.00
4	Person	Daily	General	11.00	36	Equipment	Daily	Carter Pillar	136.00
5	Person	Daily	Security Personnel	11.00	37	Equipment	Daily	Dozer	136.00
6	Person	Weekly	Ship Personnel	N.A.	38	Equipment	Daily	Excavator JCB	136.00
7	Person	Monthly	General	305.00	39	Equipment	Daily	Fork Lift	136.00
8	Person	Monthly	Driver	305.00	40	Equipment	Daily	Poc Lain	136.00
9	Person	Monthly	Khalasi	305.00	41	Equipment	Daily	Trailer	136.00
10	Person	Monthly	Security Personnel	305.00	42	Equipment	Daily	Breakdown Van	226.00
11	Person	Quarterly	General	918.00	43	Equipment	Daily	Bulker Tanker	226.00
12	Person	Quarterly	Driver	918.00	44	Equipment	Daily	Dumper	226.00
13	Person	Quarterly	Khalasi	918.00	45	Equipment	Daily	Hydra	226.00
14	Person	Quarterly	Security Personnel	918.00	46	Equipment	Daily	Mobile Crane	226.00
15	Person	Annual	General	3,052.00	47	Equipment	Daily	Pay Loader	226.00
16	Person	Annual	Driver	3,052.00	48	Equipment	Daily	Reach Stacker	226.00
17	Person	Annual	Khalasi	3,052.00	49	Equipment	Daily	Vibratory Roller	226.00
18	Person	Annual	Hawkers	1,696.00	50	Equipment	Annual	Carter Pillar	14,656.00
19	Person	Biennial	General	4,883.00	51	Equipment	Annual	Dozer	14,656.00
20	Person	Biennial	Driver	4,883.00	52	Equipment	Annual	Excavator JCB	14,656.00
21	Person	Biennial	Khalasi	4,883.00	53	Equipment	Annual	Fork Lift	14,656.00
22	Vehicle	Daily	Cart	23.00	54	Equipment	Annual	Poc Lain	14,656.00
23	Vehicle	Daily	General	57.00	55	Equipment	Annual	Trailer	14,656.00
24	Vehicle	Daily	Circular	57.00	56	Equipment	Annual	Breakdown Van	24,427.00
25	Vehicle	Daily	Chotto Hati	57.00	57	Equipment	Annual	Bulker Tanker	24,427.00
26	Vehicle	Daily	Motor Van	57.00	58	Equipment	Annual	Dumper	24,427.00
27	Vehicle	Daily	Tanker	57.00	59	Equipment	Annual	Hydra	24,427.00
28	Vehicle	Daily	Lorry	57.00	60	Equipment	Annual	Mobile Crane	24,427.00
29	Vehicle	Annual	Cart	5,933.00	61	Equipment	Annual	Pay Loader	24,427.00
30	Vehicle	Annual	General	6,108.00	62	Equipment	Annual	Reach Stacker	24,427.00
31	Vehicle	Annual	Circular	6,108.00	63	Equipment	Annual	Vibratory Roller	24,427.00
32	Vehicle	Annual	Chotto Hati	6,108.00	64				