

NOTICE INVITING TECHNO-COMMERCIAL OFFER

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

Ref. No.: I&CF/SDM/RZ/ET/47

Techno-Commercial Offers are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the Pre-qualification Criteria as mentioned in the attached Documents.

Details of the Documents are available in SMP, KOLKATA website (<https://smportkolkata.shipping.gov.in>) and have to participate in bidding process by submission of filled up bid document physically at the RZ office of I&CF division at Haldia Township or the filled up bid document can be sent by speed post to the above address. Interested bidders may contact at: aganesan.hdc@kolkataporttrust.gov.

महाप्रबंधक (इंजीनियरिंग)
General Manager (Engineering)
हल्दिया गोदी परिसर/ Haldia Dock Complex
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

सयमा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX

BIDDING DOCUMENTS
(e-Bid)
[Bid No.: I&CF/SDM/RZ/ET/47]

**DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT
AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A
CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK
ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE
SYSTEM FOR 10 (TEN) YEARS.**



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

JUNE - 2022

1. SCHEDULE OF BID (SOT)

Techno-Commercial offers are invited from reliable, bonafide and experienced service provider with required experience as per eligibility criteria stipulated in Bid Document for “**DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS**”.

Bid Document along with related documents may be seen from SMP, KOLKATA website (www.smpportkolkata.shipping.gov.in). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

a. BID NO.	I&CF/SDM/RZ/ET/47
b. MODE OF BID.	Offline mode.
c. Date of NIB available to parties to download.	16 .06.2022 to 12.07.2022
d. Last date of submission of Bid Document.	12 .07.2022 upto 15.00 Hrs.
Pre-bid meeting	Pre-bid meeting will be held on 24.06.2022.
Last Date of Receipt of Pre-bid Query	23.06.2022
Last Date of Response of Pre-bid Query	24 .06.2022
Date & time of opening of the subject bid	12.07.2022 (3.30 pm onwards)

2. लघु निविदा सूचना 2. SHORT BID NOTICE

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु निविदा में दिए गए योग्यता मापदंड के अनुसार एक साथ दो भाग प्रक्रिया के तहत (तकनीकी बिड एवं लागत बिड) ई-निविदा आमंत्रित की जाती है।

Bid under single stage two part system (Technical Bid and Financial Bid) are invited as per Prequalification criteria stipulated in Bid Document for the following work at Haldia Dock Complex.

➤ Name of work	:	हल्दिया गोदी परिसर के टाउनशिप क्षेत्र में पाइपलाइन नेटवर्क की व्यवस्था के साथ 4.0 एमएलडी की क्षमता वाले वाटर ट्रीटमेंट प्लांट के डिजाइन, आपूर्ति एवं इंस्टालेशन सह सिस्टम का 10 (दस) वर्षों की अवधि के लिए संचालन एवं अनुरक्षण। DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS.
➤ ई-निविदा संख्या/ ➤ Bid No	:	आईएंडसीएफ/एसडीएम/आरजेड/ईटी/47 I&CF/SDM/RZ/ET/47
➤ प्री-बिड बैठक ➤ Pre-bid meeting:	:	प्री-बिड बैठक दो चरणों में दिनांक 24.06.2022 Pre-bid meeting will be held on 24.06-2022
➤ निविदा जमा करने की अंतिम तिथि/ ➤ Last date of submission of bid	:	12.07.2022 Submission Up to 15:00 hrs.

निविदा और निविदा दस्तावेज की विस्तृत जानकारी एसएमपी, कोलकाता के वेबसाइट (<https://smportkolkata.shipping.gov.in>) पर उपलब्ध है। इच्छुक ठेकेदार aganesan.hdc@kolkataporttrust.gov.in वेबसाइट पर सम्पर्क कर सकते हैं।

Details of the Bid & Bid Documents are available in SMP, KOLKATA website (<https://smportkolkata.shipping.gov.in>) and have to participate in bidding process by submission of filled up bid document physically at the RZ office of I&CF division at Haldia Township or the filled up tender document can be sent by speed post to the above address. Interested bidders may contact at: aganesan.hdc@kolkataporttrust.gov.in

महाप्रबंधक (इंजीनियरिंग)
General Manager (Engineering)
हल्दिया गोदी परिसर/ Haldia Dock Complex
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

3. निविदा आमंत्रण सूचना

3. NOTICE INVITING BID

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

3.1 निविदा/BID NO.: I&CF/SDM/RZ/ET/47

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु निविदामें दिए गए योग्यता मापदंड के अनुसार एक साथ दो भाग प्रक्रिया के तहत (तकनीकी बिड एवं लागत बिड) कुशल तकनीकी एवं वित्तीय क्षमता वाले साधन सम्पन्न, अनुभवी एवं योग्य एजेंसियों से निविदा आमंत्रित की जाती है।

Techno-Commercial Offers are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

3.2 बोलीदाताओं हेतु योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA FOR BIDDERS:

- i) पिछले 7 वर्षों (जिस महीने के लिए आवेदन आमंत्रित किए जाते हैं, उससे पहले के महीने के अंतिम दिन को समाप्त) के दौरान निम्नलिखित में से किसी भी समानकार्य को सफलतापूर्वक पूरा करने का अनुभव होना चाहिए:

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

I. Construction Experience: The Bidder shall have successfully executed:

Construction of any water treatment plant (WTP)/Sewage Treatment Plants (STP) / Common Effluent Treatment plants (CETP) / Effluent Treatment plants (ETP).

AND

II. O&M Experience: The Bidder must have successfully operated and maintained at least one similar work mentioned above for minimum of two consecutive years.

- ii) उप-ठेकेदार या आपूर्ति ठेकेदार के रूप में कार्य का अनुभव, अपेक्षित योग्यता के रूप में मान्य नहीं होगा।
Work experience, as a sub-bidder or supply bidder shall not be considered as the requisite qualification.

3.3 निविदा प्राधिकार/BID AUTHORITY: -

General Manager(Engg) , Haldia Dock Complex; Syama Prasad Mookerjee Port, Kolkata.

पता/Address:

Jawahar Tower building ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607, West Bengal, India.

नियत तारीख Due Date	12.07.2022	समय Time	15:30 बजे तक UPTO 15:00 hrs.	निविदा खोलने की तिथि Date of Opening of Bid	12.07.2022	समय Time	15:30 बजे से 15:30 hrs. onwards.
Bid document will be available on SMP, KOLKATA website (https://smporkolkata.shipping.gov.in)) Bidders will have to participate in bidding process by submission of the filled up bid document physically at the RZ office of I&CF division of HDC .							
Time of Completion for Survey, Investigation, Design, construction, Installation and commissioning of WTP.			10 (Ten) Months.				
Operation and Maintenance after Commissioning of WTP.			10 Years				
प्री-बिड बैठक Pre-bid meeting:			प्री-बिडबैठकदिनांक 24.06-2022 Pre-bid meeting will be held on 24.06-2022				

3.4 अन्य अनुदेश / OTHER INSTRUCTIONS:

- 3.4.1 Techno-Commercial Offers are invited on single Cover basis from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above-mentioned work at Haldia Dock Complex.
- 3.4.2 निविदा दस्तावेज संबंधी विवरण और निविदा दस्तावेजों के किसी भी परिशिष्ट/शुद्धिपत्र की अधिसूचना एसएमपी, कोलकाता की वेबसाइट (<https://smporkolkata.shipping.gov.in>) पर उपलब्ध है एवं बोलीकर्ता रेलटेल पोर्टल के वेबसाइट <https://KOLKATA.enivida.in> के माध्यम से ही बोली प्रक्रिया में भाग ले सकते हैं।
Details of the Bid Documents and Notification of any Addendum / Corrigendum to the bid documents are available in web site from SMP, KOLKATA website (www.kolkataporttrust.gov.in) and have to participate in bidding process by physical submission of the filled up bid document **at the RZ office of I&CF division of HDC at Haldia Township** or the filled up tender document can be sent by speed post to the above address.
- 3.4.3 विदाकारों को वेबसाइट से डाउनलोड किए गए निविदा दस्तावेज के किसी भी खंड में संशोधित/आशोधन परिवर्तन/हटाने की अनुमति नहीं
Bidders are not permitted to alter/change/delete/modify any clause of the bid document downloaded from the website.
- 3.4.4 बोलीदाताओं को ई-निविदा दस्तावेज के "बोलीदाताओं को निर्देश" में निर्धारित बोली दस्तावेज जमा करना होगा।
Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the bid document.
- 3.4.5 निविदा खोलने की तिथि को अनिर्धारित अवकाश/बंद की दशा में निविदा अगले कार्य दिवस को खोली जायेगी।
In case of unscheduled Holiday / Bandh on the date of opening of bid, the same will be opened on the next working day.

महाप्रबंधक (इंजीनियरिंग)
General Manager (Engineering)
हल्दिया गोदी परिसर/ Haldia Dock Complex
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

4. INSTRUCTIONS TO BIDDER

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

4.0 PREFACE:

The work as described in the bid shall be executed at Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings Location Plan of the place of work as attached with the bid document. Same may be consulted before giving budgetary quotation in the attached format of Bill Of Quantities.

4.2 MODE OF SUBMISSION OF BID:

4.2.1 All bidders are requested to take a printout of the documents available in the website and submit their offers physically at the RZ office of I&CF division of HDC located at Haldia Township or the filled up tender document can be sent by speed post to the above address in accordance with the terms and conditions set out in the bid documents.

4.2.2 Bid shall contain the following which are to be attached with the filled up bid document: -

- a) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria indicated in NIB.
- b) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- c) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- e) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the bid document.
- f) Details of the firm as per "BIDDER'S PROFILE" of the bid document.
- g) The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

4.2.3 All the bidders should submit the e-bid in accordance with the Mode of submission of Bid as aforesaid.

4.3 OPENING OF BIDS:

Bid document pertaining to Techno-Commercial Offers will be opened on the date and time as fixed in the bid document physically at the office of General Manager (Engg) of HDC.

4.4 VALIDITY OF OFFER:

The bid shall remain valid for a period of 120 [One Hundred Twenty] Days from the date of opening the same.

4.5 EVALUATION PROCESS & CRITERIA:

In the bid, the bidder has to submit a brief of the project proposed to be established by him in a format given as Appendix - 1. However, the technical part of the bid shall be evaluated in the following process .

Evaluation of Technical scheme & credential : The documents submitted by the bidders will be scrutinized by an Evaluation committee constituted for the purpose who will scrutinize and evaluate the submitted bids with detail Technology, design and drawing for Civil, Mechanical, Electrical and finalize the scheme of WTP and select the bids eligible for their price bid Evaluation. The bid shall also contain at least 1 (one) no of work experience indicated by the Bidder as Technical Credential having executed project of similar nature and capacity within last 7 years with details of works as per the choice of the bidder, details of in-house facilities along with details of Technology, plant & machinery and manpower being used etc. The evaluation committee shall evaluate the bid on the basis of credential forwarded by the bidder .

Evaluation of Price :

The bidders who will qualify the Technical scrutiny as stated above ,shall be eligible for scrutiny of the price part of the bid submitted by them . The decision of the Evaluation committee in this regard shall be final and binding on the entire Bidder.

4.6 Joint venture/ Consortium

4.6.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case maybe.

4.6.2 A Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized/apostil led by appropriate authority, notarized in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 read with the applicable state rules are duly fulfilled.

4.6.3 Unless the context otherwise requires, the terms not defined in this Bid, but defined in the Conditions of Contract shall have meaning assigned thereto in the Conditions of Contract. Notwithstanding anything to the contrary contained in this Bidding Document, the detailed terms specified in the draft Conditions of Contract shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Conditions of Contract.

4.6.4 Any condition or qualification or any other stipulation contained in the Bid that is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

4.6.5 The Bidding Documents including this Bid and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 3.6.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

4.6.7 A Bidder may either be a Company (registered under the Companies Act, 1956 or 2013, as the case may be) or a Limited Company incorporated under the applicable laws of the jurisdiction of its origin or a

Proprietary Firm/ Partnership Firm (registered under Partnership Act, 1932 or the applicable laws of the jurisdiction of its origin) incorporated under applicable governing laws. In case the Selected Bidder is a Consortium of entities, it shall, comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents;
- (b) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the **“Lead Member”**). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;
- (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to technical and O&M obligations;
- (e) An individual Bidder cannot at the same time be member of a Consortium applying under this Bidding Document. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
- (f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the **“Joint Bidding Agreement”**), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, interalia:
- (g) Clearly outline the proposed roles and responsibilities, if any, of each member;
- (h) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations in relation to the Project until the completion of the Project is achieved in accordance with the provisions of the Conditions of Contract and
- (i) Except as provided under this Bid and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

4.6.8 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

4.6.9 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 3.6.12 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied

that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

4.6.10 In computing the Technical and Financial Capacity of the Bidder/ Consortium Members under this Bidding Document, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this Bid, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

4.6.11 While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

Then the eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process

4.6.12 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

4.6.13 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.7 ACCEPTANCE OF BID:

During evaluation of Finance bid, provided that the bidder submits his offer following bid stipulations & specifications, **the overall lowest offer received for the project** shall be considered for acceptance by the Trustees.

4.8 MISCELLANEOUS:

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the bid documents. Any deviation from the bid documents and / or any incomplete bid shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Bidders are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the bid are in Indian Currency. The language used throughout shall be in English.
- (v) The Bid Documents with all the enclosures, appendices, Abstract Form of Bid and Form of Bid shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in SMP, Kolkata. It is not the intention to debar the Bidders from working if their relatives are working in SMP, Kolkata, but such a declaration is necessary in the interest of Trustees against any possible lapses.

5. SPECIAL CONDITIONS OF CONTRACT

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

5.1. BACKDROP:

Supply, installation and commissioning of a 4.0 MLD water treatment plant at a location at Haldia Township has been envisaged. In this plant, the dock basin water will be fed as a raw water intake through appropriate pipe network from dock basin to the treatment plant and the same shall be treated to form water to be utilized for the domestic purpose of quarters at Haldia Township. In the process of transference of treated water to the existing domestic pipe network at Haldia Township, the treatment plant will be connected to the existing underground reservoir at Cluster 5 through appropriate pipe network. The tentative location of the proposed water treatment plant shall be at the land beside the existing HPSU building at Haldia Township.

5.2. SCOPE OF WORK:

The work comprises of the following components:

- i. Survey, Design, supply and delivery of all the items pertaining to Water Treatment Plant to be installed at Haldia Township and fixing, fitting, erection, installation, testing and successful commissioning of the system all complete for treatment of the raw water extracted from the dock basin to transform the same into treated potable water (characteristics as mentioned in **Table -I** In technical specification within a span of 10 (ten) months from the date of issuance of work order including preliminary time.

The system pertaining to water treatment plant shall be inclusive of the following components from intake to connectivity with existing distribution system of Haldia township which has been laid down herein after seriatim:

- a) Survey, preparation and submission of project report including design and drawing of water treatment plant along with raw water Intake system together with treated water system to be connected with existing water distribution system of Haldia Township area (tentatively shown in location plan attached here as **Annexure-A**) . Submission of final detail project report including design, drawing and BoQ and obtaining final approval from E.I.C.
- b) Construction of suitable size of raw water Intake structure at appropriate location of the Dock basin(tentatively Indicated in the location Drawing) including Pump house ,electrical wiring and plumbing, paintings, water connection from source, etc. all complete as per design .
- c) Provision of water intake pump along with associated electrical wiring & associated pipeline network from Intake structure to the plant (tentatively Indicated in the location plan in **Annexure-A**) as per design.
- d) Construction of Raw water intake tank of suitable size with suitable pipeline connectivity as per design.
- e) Setting up of Water treatment plant of capacity 4 MLD with treated water flow of 200 CuM /Hr as per design at the location tentatively indicated in location plan as per the tentative process flow chart attached as **Annexure-B**.

- f) Treated water Pipeline connection of the Plant with existing Fresh water reservoir at Cluster V with associated valve system as per design tentatively indicated in location plan in **Annexure-A** .
- g) Connection pipeline between water reservoir at Cluster 5 and water reservoir at Cluster 10 with associated valve system as per design .
- h) Construction of fresh water retaining tank at Cl.6 and connection of the same with the pipeline connecting reservoirs of cluster V & Cluster 10 with associated valve system as per design .
- i) Commissioning of water treatment plant and associated fresh water distribution system after construction for treatment of basin water to be transformed to potable water as per parameter laid down in **Table -1** given in technical bid .
- ii. Comprehensive Operation and Maintenance of the Water Treatment Plant including daily testing of the treated outlet water for a period of 2 years of guarantee period including supply of consumables as will be required for running of plant. No separate payment for Comprehensive Operation and Maintenance for these 2 years will be payable and therefore, the aspect should be taken into consideration while quoting the rate.
- iii. Comprehensive Operation and Maintenance of the water treatment plant including supply of consumables and associated spares required for the operation for 10 (ten) years from the date of expiry of guarantee period for 2 years after successful commissioning of the system along with daily testing of the treated outlet water.

5.3 PAYMENT TO SERVICE PROVIDER :

A. PAYMENT DURING CONSTRUCTION OF WATER TREATMENT PLANT :

- a) The Payment to the service provider during construction period will be as follows ;
 - 1) 10% of the STV as Mobilization advance against Bank Guarantee.
 - 2) 60% of the STV against completion of supply of materials & instruments required for setting up of water treatment plant at site.
 - 3) 20% of STV against execution and testing and commissioning.
 - 4) 10% after expiry of 1 month post taking over of the plant by the department .

B. PAYMENT DURING COMPREHENSIVE OPERATION & MAINTENANCE PERIOD.

The Service provider shall be paid a fixed cost per month based on the per year STV for comprehensive operation and maintenance of the WTP for treatment of the raw water into potable water (As defined in Table – 1 of technical bid) to be distributed in the Haldia Township area.

5.4 LOCATION:

The project work will be operated at the location at Haldia Township area of Haldia Dock Complex as demarcated tentatively in the attached location plan.

5.5 ACCESS TO THE SITE:

- (a) By Road:
All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.
- (b) By Rail:
S. E. Railway Branch Line connects Haldia with the Panskura / Mecheda Railway Station.

5.6 LAND FOR CONSTRUCTION, SITE OFFICE, STORE ETC.:

Requisite land is available at Haldia Township and will be allotted by the Trustees for the construction of the water treatment plant and other ancillary works pertaining to the intake raw water collection system as well as for treated water connectivity to the existing water distribution system of Haldia Township. Such allotment of the land will be made free of any cost.

5.7 INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the bid. He should contact the Sr. Dy. Manager, RZ (I&CF), Cluster –V, P.O.: - Haldia Township, Dist.: Purba Medinipur, Pin: 721607 for collecting information about the site before submission of the bid.

5.8 SITE CONDITIONS & METHOD OF WORK:

The bidder should have prior approval of Engineer for the design and drawing in connection with the project before commencement of work.

The sequence of construction, delivery of the materials shall have to be programmed by the successful bidder as per direction of the Engineer.

Any damage caused to the existing pavement / structures/facilities/service lines or defect arising during construction shall have to be made good / rectified forthwith as directed to the satisfaction of the Engineer.

They shall have to plan the work in such a way so that all the activities of the job can be continued after taking care of the above hindrances effectively round the clock even on Sundays and holidays in order to complete the job within scheduled time frame as mentioned below. The bidders shall consider the above points while quoting their rates.

The Bidder shall take all possible care so that other construction and / or operational works around the area, if any, are not unduly hampered for this work. Any defect arising during construction work shall have to be rectified forthwith as directed, to the satisfaction of the Engineer at his own cost. During execution of the work, proper care should be taken to provide adequate protection to the existing structures, cables (electrical / telephone / computer etc), fresh water and fire pipelines etc. and other installations against any damage at the bidder's risk and expense. Careful manual excavation will have to be carried out in places where service lines have been laid (information to be obtained from Engineer by the bidder beforehand) to avoid any damage.

The bidders shall have to assess the impact of hindrance to the different activities of the work which may likely to occur during execution of the job due to various factors including those of shipping and other operational activities in the areas and also as stated above. They shall have to plan the work in such a way so that all the activities of the job can be continued after taking care of the above hindrances effectively round the clock even on Sundays and holidays in order to complete the job within scheduled time frame as mentioned below. The bidders shall consider the above points while quoting their rates.

5.9 SETTING OUT WORKS AND INITIAL MEASUREMENTS:

The Engineer shall provide the initial references and a benchmark for the setting out of the work. It will be the Bidder's responsibility to set out the works accurately and get them checked by the Engineer.

The Bidder shall provide at his own expense all necessary instruments, staff and labourers for the checking of the survey.

The Bidder shall be responsible for the true setting out of the Works, and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any of the dimensions, levels, lines, positions and alignment found in any part of the Works shall be rectified by the Bidder at his own cost. Checking by the Engineer at any stage shall not absolve the Bidder from any responsibility for proper setting out and construction of the Works to correct levels, lines, positions and alignment.

Before commencement of the work, the Bidder shall take initial measurements and spot levels at intervals as ordered by the Engineer and after verification by the Engineer, these records shall be signed by the Bidder and serve as the initial record for earthwork measurements. The Bidder shall give the Engineer or his representative at least 24 hours prior notice in writing of the time when any part of the setting out of the works will be ready for checking.

5.10 ACCURACY OF LINES, LEVELS AND GRADES:

The various works shall be done true to line, level and grade. The periodical checking of these by the Project Engineer/Technical Institution/Engineer-in-Charge, as the case may be, shall not absolve the Bidder of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the Bidder shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different sub-bidders the responsibility to correct their respective discrepancies shall be fixed by the Project Engineer/Technical Institution/Engineer-in-Charge whose decision shall be final and binding on the sub-Bidders concerned. The Project Engineer/Technical Institution/Engineer-in-Charge, as the case may be, on behalf of the Employer shall further have the right to rectify the discrepancies and recover the cost from the Bidder according to proportions as he may consider reasonable.

The details of location and the nearest permanent bench marks shall be provided by the Engineer-in-Charge in consultation with the Project Engineer/Technical Institution. Reference Grid Marks shall be obtained by the Bidder in writing from the Engineer-in-Charge in consultation with the Project Engineer/Technical Institution. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double levelling.

5.11. APPROACH ROAD:

Necessary approach roads for various construction of components of the work like Sump Well, WTP, etc. shall be satisfactorily constructed and maintained by the Bidder at his own cost.

5.12 REGULATION AND BYE-LAWS:

The Bidder shall conform to the regulations, bye laws or any other statutory rules made by any local authorities or by the Government of India and/or the state government and shall protect and indemnify the Employer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees in accordance with the provisions of the GCC.

5.13 TIME OF COMPLETION:

The work is urgent in nature and the work pertaining to WTP under the scope must be commenced immediately on receipt of the work order which is to be completed in all respects including commissioning of STP within **10 (Ten) Months** including preliminary time from the date of placement of work order. Subsequently, the service Provider shall take up Comprehensive Operation and Maintenance of the Water Treatment Plant including daily testing of the treated outlet water for a period of 2 years of guarantee period including supply of consumables

as will be required for running of plant. No separate payment for Comprehensive Operation and Maintenance for these 2 years will be payable

5.14 OPERATION AND MAINTENANCE PERIOD:

The Service Provider shall take up Comprehensive Operation and Maintenance of the water treatment plant including supply of consumables and associated spares required for the operation for 10 (ten) years from the date of expiry of guarantee period for 2 years after successful commissioning of the system along with daily testing of the treated outlet water.

5.15 PLANNED RECONSTRUCTION OF ROADS DAMAGED BY PROJECT ELEMENTS LAYING OF PIPELINE:

In case the pipelines are to be laid under the existing roads / lanes/bye-lanes, the dismantling of existing roads/lanes/bye-lanes shall be made in such a way that after laying of pipes or other such structures that are required to be constructed / placed under the road, the road /lanes/bye-lanes shall be restored to the original position. This shall mean that if prior to proposed construction, the road was black topped with specific composition of the pavement than after construction, the road shall be constructed by the Bidder with the same composition and specifications. This will also apply for concrete road or any other surface of roads.

The laying of pipes or other structures under the road is likely to involve public inconvenience such as interruption to traffic or interference in normal right of way. The Bidder shall ensure that because of the execution of work minimum possible public inconvenience is caused. For ensuring this, pipeline laying and road reconstruction work shall be carried out and completed in lengths specified by Engineer-in-Charge (not more than 250 mtr. in one defined stretch of road). The further excavation, dismantling of road and laying of pipes in the same stretch of road shall not be started unless the earlier work of laying has been completed with full reconstruction of roads. The scheduling of work shall be approved by the Project Engineer/ Technical Institution, as the case may be.

5.16 TEMPORARY OR ENABLING WORK:

The Bidder shall submit to the Engineer for his approval not less than 28 days before commencement or erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of temporary works such as office, store, and temporary platforms, pre-casting yard, workshop etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer. These provisions will apply to all enabling works also. The bidder shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as SMP, Kolkata, Police, Customs, etc. would be complied with

The Bidder shall also submit his calculations relating to the design of temporary works, strength etc., if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Bidder's own cost. As with the permanent works, the Bidder shall take all precautions while carrying out the temporary works and shall abide by regulations of all statutory authorities

Notwithstanding approval by the Engineer, the Bidder shall be solely responsible for the safety and proper execution of the temporary work and all related permanent work. The Bidder at his own cost shall repair any damage occurring to part or whole of the permanent work due to any failure of the temporary works.

5.17 HOLIDAY OR SUNDAY WORK:

Subject to provisions of applicable laws of the State of West Bengal, the Bidder shall arrange for working on Holidays and Sundays whenever so desired by the Engineer-in-Charge and the Authority to expedite progress

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

5.18 KEEPING THE SITE AND WORKING AREA CLEAR:

The Bidder shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside the Township area of HDC, the Bidder has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

5.19 SUPPLY OF MATERIALS BY THE BIDDER:

It will be the responsibility of the bidder to make timely procurement of all materials for both temporary and permanent works required for the project as per the directions of the Engineer.

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

5.20 SAFETY:

The bidder shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The bidder shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required

The bidder shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

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

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

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

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

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

The successful bidder shall also ensure that –

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

5.21 POWER SUPPLY:

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 Bidder to that effect. All necessary arrangements for the distribution at site will have to be made by the Bidder at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Bidder's Bill at the rates of WBSEB as prevalent amended from time to time 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 Bidder shall not be compensated for any delay in providing / irregularity of power supply. The Bidder shall have to arrange for the supply of power at his own cost during such periods.

For operation and maintenance of WTP electricity may be supplied by HDC on prevailing rates plus departmental overhead as mentioned above.

5.22 WATER:

The Bidder will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Bidder, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The bidder 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. The Bidder shall pay charges for water consumption at the prevailing rate if supplied by Trustees.

During construction, operation and maintenance of STP water supply for drinking and other purposes may be provided by HDC on the basis of consumption as per water meter reading on monthly basis which to be installed by the bidder and the prevailing rate will be applied for arriving at the charge for water. The bidder should keep the meter in working condition till completion of the license period.

5.23 WATCHING OF MATERIALS:

The successful Bidder will have to arrange for proper security of all materials and tools brought by him. The Bidder shall be fully responsible for any theft or damage of the materials. He may be allowed to post his Watchmen round –the-clock at the work-site with valid prior permission. No extra amount will, however, be paid separately for watching. The Bidder should quote his rates keeping this in view.

5.24. A. CONTRACT LABOUR LAWS:

The Bidder must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Bidder shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF BID & he shall have to obtain a regular/permanent license as per sec 12(1) of the Contract Labour Act.

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

The bidder has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act -1996 & Welfare Cess Rules 1998.

The bidder has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The bidder shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

5.24 B. COMPLIANCE WITH EPF & M P ACT:

The successful bidder will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the bidder will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (I&CF).

5.24 C. COMPLIANCE WITH ESI ACT:-

If applicable, the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution as applicable percentage of the wages of each of the employees' and shall deposit the same together with employer's contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the bidder being the immediate employer, shall be liable to pay him suitable compensation.

The bidder will be required to submit Photo copies of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (I&CF).

5.24 D. INDEMNIFICATIONS:

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

- a) The Minimum Wages Act, 1948.

- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

5.25 FORCE MAJEURE:

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

- (i) riot (unless solely restricted to or perpetuated by employees of the Bidder or his subbidders / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire , flood , cyclone , hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may be provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

5.26 SETTLEMENT OF DISPUTES:

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

General Conditions of Contract and THE ARBITRATION AND CONCILITATION (AMENDMENT) ACT,2015 and any statutory amendment thereof.

5.27 TAX:

The quoted rates should include all other Taxes excluding GST. GST as applicable shall be paid extra against proper invoice submitted by the successful bidder.

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

In case of any failure on the above account, GST amount even if paid by SMP, KOLKATA shall be recoverable from the bidder, along with applicable interest if any.

5.28 INTEGRITY PACT:

The bidder shall submit the Integrity Pact as per proforma shown in General Conditions of Contract.

5.29 CONTRACT LABOUR LAWS:

The Bidder must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

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

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

The bidder has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act - 1996 & Welfare Cess Rules 1998.

The bidder has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The bidder shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

5.30 INSPECTION, QUALITY AND QUANTITY BY THIRD PARTY INSPECTION AGENCY:

During Operation and Maintenance of the WTP, a Third Party Inspection Agency (TPIA) duly accredited by MOEF and CC and /or NABL on mutual consent basis and the cost of such appointment will be shared by both the parties equally.

The TPIA so appointed will be responsible for monitoring and quality assurance including certification of quantum of treated water so generated for recycling for non- potable use. Payment will be made to the Licensee based on such certification.

5.31 VARIATION IN CONTRACT PRICE:

No price variation of contract price has been envisaged for this contract and the service provider will have to set up the water treatment facility along with mitigation of the comprehensive operation and maintenance at the fixed price quoted by them in the bid document for the entire tenure of the contract period.

5.32 Liquidated Damage for Default during Construction Period of the Water Treatment Plant:

If the service provider fails to complete the work pertaining to setting up of water treatment facility within the stipulated completion period mentioned in the tender 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 the constructional 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 5% of the said value of construction work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

5.33 DELIVERABLES OF SERVICE PROVIDERS IN COMPREHENSIVE OPERATION AND MAINTENANCE PERIOD:

- i. Operation of the Water Treatment Plant including raw water intake and supply of treated water to the reservoir of Cluster 5, 10 and Cluster 6.
- ii. Supply of Consumables and Spares required for Operation of the Plant including supply of filters
- iii. Cleaning of tanks by means of backwash and also cleaning of associated filters and draining of waste water to the nearby canal so that the same may be drained out to the river.
- iv. Collection of the sludge from the water treatment plant and disposal of the same to the low lying areas identified by HDC.
- v. Regular testing of the semi-treated water before feeding to RO and also for the treated water before feeding to water distribution system of Haldia Township.
- vi. Adequate manning with skilled labours for such comprehensive operation and maintenance of the plant.
- vii. All calibrations of the equipment and testing of chemicals is to be carried out by the approved laboratories.
- viii. Water required for construction of water treatment plant shall be arranged by the service provider.

5.34 PENALTY DURING O&M PERIOD:

During trial run and commissioning, no penalties will be applied and Contractor will rectify the plant to ensure successful commissioning.

However, after COD, Haldia Dock Complex will impose following penalties/liquidated damages for not maintaining the guaranteed parameters, as described below:

Condition A: Liquidated Damages for non-compliance of quality of treated water outflow from the plant:

Event Triggering the recovery of Liquidity Damages	Liquidated Damages
Non-conformance with any property of the acceptable limit in the treated water characteristics	1% of the Monthly Bill of the Particular Month in which the occurrence of non-conformance has happened

Condition-B: Breakdown of Equipment:

In case of breakdown of equipment for more than the stipulated time period as below, on discretion of Engineer-in-Charge, the Contractor shall be penalized as mentioned below:

Equipment/ Systems	Breakdown Time Period	Penalty Imposed
Critical Equipment/ Instrumentation (Critical equipment shall mean those equipment's / systems which are essential to ensure the plants performance and it shall include all flow and treated water quality measuring instruments and systems including submersible mixers , blowers, sludge and pumps, filters, electrical systems such as critical electrical system such transformers, electrical panels etc.)	More than 72 hours	3% of previous Month Cost per day of default beyond permitted breakdown time period

5.35 DELIVERABLES BY PORT AUTHORITY DURING COMPREHENSIVE OPERATION AND MAINTENANCE PERIOD:

- Suitable vehicle to be provided free of cost for disposal of the sludge to the selected destination.
- Residential quarter along with site office to be provided to the service provider free of cost.
- Disposal of waste water to the river by means of operation of sluice.
- Land for water treatment plant and associated facility like intake water system and treated water connectivity to the existing water distribution system will be provided free of cost.
- Power for constructional purpose as well as comprehensive operation and maintenance purpose will be provided on chargeable basis.

5.36 BANK GUARANTEE:

- Performance Bank guarantee for 10% of STV of the constructional price of the contract shall be submitted by the service provider at the initiation of the construction period for a duration of 1 year at least over any Nationalized Bank in India whose branch should be located at Haldia. A confirmation pertaining to future dealing in respect of this BG shall have to be authenticated to HDC by the branch of the Nationalized Bank. However, this BG is subjected to be extended in case of extension of contract pertaining to setting up of water treatment facility.
- The above BG will be returned back to the service provider after expiry of 2 years guarantee period of the water treatment plant during which the service provider will be carrying out the operation and maintenance of the plant with supply of full consumables.
- During the initiation of the comprehensive operation and maintenance of the plant, the service provider will be required to submit BG amounting to 5% of the total operation and maintenance cost for 10 years to HDC which will be valid for next 5 years of the O&M period. After expiry of 5 years of O&M period the service provider will be required to revalidate the said performance guarantee for balanced period of 5 years of the O&M.

6. TECHNICAL SPECIFICATIONS

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

Design Basis:-

The design basis for the Water Treatment Plant is based on the parameter of the inlet and treated water characteristics mentioned below in **Table -1**. The plant will be designed with the capacity to generate a volume of treated water to the tune of 200 m3/hr.

The tentative process flow chart of WTP is attached as **Annex-B**. A tentative Location plan of the water treatment plant is also attached as **Annex-A**. However the service provider is required to submit the process flow diagram as per his own design of the water treatment plant system .

Tentative design scheme:-

Intake pump at dock basin ----- through pipeline ----- Raw water Storage Tank at the WTP ----- Raw water transfer Pump ----- Coagulant Dosing system ----- Lime/PH correction Dosing system ----- Polymer Dosing system ----- Static Mixer Flocculation Tank ---- Clariflocculator ----- Clarified water Storage Tank ----- Filter feed Pump ----- Multi Grade Filter ----- Filtered Water St. Tank ----- UF Feed Pump ----- Ultra filtration ----- UF Permeate Water Tank ----- RO Feed Pump ----- RO Unit ----- RO water Storage Tank ----
- To Cluster 5 underground tank ,Cluster 10 Underground Tank & Cluster 6 Underground Tank .

Characteristic of Inlet & Treated water (Table -1)

Sl No	Parameters	Unit	Inlet Characteristics	Outlet Characteristics	Remarks
			Designed Value	Acceptable Limit	
1	pH	-	8.41	6.5 – 8.5	
2	Turbidity	NTU	52.7	<1	
3	TDS	mg/l	6304	<500	
4	Chloride as Cl	mg/l	1653	250	
5	Colloidal Silica	mg/l	<1.2	NIL	
6	Reactive Silica	mg/l	8.87	NIL	
7	Calcium as Ca	mg/l	104	NIL	
8	Magnesium as Mg	mg/l	1090	NIL	
9	Iron	mg/l	0.7	NIL	
10	Total Hardness as CaCO3	mg/l	1040	200	
11	Total Coliform Organism	MPN / 100 ml	Detectable	Shall not be detectable	

PROCESS DESCRIPTION

The technical process description indicated below is tentative only, the firm should submit the data sheet of the process description for Water Treatment Plant as per their own design.

Coagulant Dosing system:-

Coagulation - flocculation processes facilitate the removal of suspended solids, turbidity and colloids. Suspended solids of sand and gravel of size greater than 1mm settle rapidly in water. Clay-like material of the size of a few microns take time to settle; while colloids which refer to particle size in the sub-micron range cannot settle naturally and so the process of coagulation - flocculation brings about the settling of these substances to effect their removal.

The process of coagulation is the first step, which destabilizes the particle's charges. Coagulants with charges opposite those of the suspended solids are added to the water to neutralize the negative charges on dispersed non-stable solids.

Polymer Dosing system:-

Following the first step of coagulation, as second process called flocculation occurs. Flocculation a gentle mixing stage increases the particle size from submicroscopic to visible suspended particles. The microflocs are brought into contact with each other through the process of slow mixing. Collisions of the microflocs particles cause them to bond to produce larger, visible flocks called pinflocs. The flock size continues to build through additional collisions and interaction with inorganic polymers from by the coagulant or with organic polymers adds. Polymer solution is dosed by means of an electronic diaphragm type-dosing pump for flocculation. Flocculation is the agglomeration of destabilized particles into microflocs and later into bulky flock which can be settled. The introduction of reagent called a flocculants or a flocculants aid may promote the formation of the flock.

Clarifier along with SMFT:-

Water containing suspended particles is pumped into the StaticMixer cum Flocculation tank. There will be separate dosing system for dosing chemical like Alum and Polymer for proper coagulation and Flocculation. Water is fed into the Static Mixer cum flocculation tank (SMFT) which will mix the water with the dosing chemical thoroughly. After mixing, the water will enter into the flocculation zone where slow speed agitator will ensure the formation of flocs and it will not allow the particles to settle down. Water will enter into the Clarifier from the SMFT. The Clarifier consists of a series of inclined overlapping plates arranged to form a separate sedimentation chamber. The flocculated particles settle down on the plate surface and slide down to the sludge hopper. Near the top of each plate water leaves each cell through a pair of adjustable weir located along each side of the separated tank. The weir plates are set horizontally to provide a designed water level below the top of the tank.

The sludge is periodically removed by opening the drain valve at the bottom of the hopper. Continuous sludge bleed off is required for higher suspended solids load and during lean season sludge recirculation will enhance the efficiency of the system. The clarified water out of Clarifier will be stored into the clarified water tank.

Multi Grade Filter:-

The raw water is pumped through the Multi Grade Filter for reduction of suspended solids. Multi Grade Filter consists of a sand of various grades as a filter media. When the pressure drop across the filter exceeds the preset limit, the filter is backwashed to remove dust and dirt.

Ultra Filtration System:-

This filtered water is fed into the Ultra filtration unit into the UF modules to remove colloidal silica and related colloids of iron, and manganese in water causing fouling, scaling and poor performance of the plant. High pressure boilers, cooling towers and reverse osmosis are adversely affected by colloids, which cause scaling, loss of efficiency and premature equipment failure. The colloidal particle has the size of less than 0.1 micron and may be associated with other ions such as iron and manganese. Ultra filtration is a low pressure, cross flow filtration technique that separates particles at the molecular level (0.01 microns).

RO membranes are sensitive to colloidal silica, particular and organic matter fouling, which result in extensive cleaning cycle, higher operating cycles and frequent replacement. Ultra filtration is the best pretreatment technology for ensuring consistent, cost effective RO performance. Pretreatment with ultra filtration reduces fouling and increase the life of the RO. UF system can easily be cleaned with aggressive chemicals such as caustic and chlorine (100 ppm) and the hollow fibers will be periodically back flushed to remove particular fouling. Easy cleaning allows the UF system to be used to capture troublesome water impurities keeping them out of the RO. As a result, better RO performance can be achieved, lower operating pressures; reduce energy consumption, longer membrane life and fewer operational upsets.

Prior to being fed into the UF modules, the water is passed through a Micron strainer filter to prevent the particular matter from entering the ultra-filtration module and to prevent the UF modules from being choked.

UF system is automatically operated with pneumatically actuated valves controlled by PLC. This will automatically initiate Back flush and Fast Flush for 1 minute every hour. This will ensure thorough cleaning of the Ultra-filtration membranes.

A level controller switch is to be provided to the Feed Tank to control the system on-off automatically based on high and low level in feed tank. This level switch on the tank will switch of the feed pump to the UF modules, when the level of the water in the tank is low and switch off when the level of water in the tank is high.

Sodium Hypochlorite (NaOCl) dosing system:-

The UF water will be chlorinated by dosing (NaOCl) Sodium Hypochlorite solution by means of a metering pump. Chlorination serves the purpose of disinfection, in case bacteria are present in water. It is also useful for oxidation of ferrous ions to ferric state. The chemical is dosed by means of an electronic dosing pump wherein a facility is available for manual control of stroke length and stroke frequency.

Fine Filtration:-

A micron cartridge filter of 5 micron is incorporated prior to RO Plant for removal of the particulate matter, which will otherwise clog the RO membranes.

Anti Scalant Dosing / ORP Meter with Dump Valve:-

ORP meter is provided ACF Unit to measure the free residual chlorine present, if any. It is further dosed with Antiscalant for reduction of LSI and avoids scaling on the membranes.

SMBS dosing system:-

To prevent any residual chlorine from entering the RO system and causing fouling of membrane a SMBS dosing **system to adopted.**

Reverse Osmosis System:-

Reverse Osmosis process is a membrane process in which a synthetic semi-permeable membrane is used to separate water from dissolved impurities. When a semi-permeable membrane separates a dilute and concentrates solution of salts, due to osmosis, the water from the dilute solution side passes through the membrane to the concentrated side till osmotic equilibrium is attained. Now, if the pressure is applied and increased gradually on the concentrated side, the flow of water continues to reduce till the applied pressure reverse the direction of flow of water and water from the concentrated side enters the dilute side.

It is very essential to ensure that the water feed to reverse osmosis membranes is free from particulate matter to prevent membrane fouling. Also, the water should be free from organic matter, heavy metals and oxidizing agents like free chlorine.

LIMITING CONDITION OF FEED WATER TO RO PLANT:-

Turbidity:-

Turbidity of fed water to RO shall be less than 1 NTU. Experience has shown that prolonged operation in feed water turbidities greater than 1 NTU generally results in prohibitively frequent cleaning requirements. Therefore , the performance of the pre-treatment equipment to be monitored once a shift and corrective action is taken.

Bacterial Contamination:-

The feed water to RO shall be free from bacterial contamination. The check for bacterial content (CFU per ml) shall be carried out once a day and action initiated to minimize membrane fouling.

Silt Density Index:-

The SDI of feed water to RO shall be kept below 4 for a continuous operation of the RO plant. The SDI is a measure of colloidal particles in the feed water and hence SDI value of 4 indicates that the feed water has very low content of colloidal particles. This ensures minimal colloidal fouling of RO membranes. This test shall be carried out once in a week and its value recorded.

Organic Contamination:-

To minimize organic fouling of membranes, it is necessary to monitor this parameter once a day and cleaning of membranes as per procedure should be followed. The frequency of cleaning will have to be determined by RO plant operating conditions.

Free Residual Chlorine (FRC):-

FRC at inlet to RO shall be monitored at least once a shift and recorded, as presence of FRC is determined to the performance of membrane.

Oil & Grease:-

The Oil & Grease should be NIL and removed completely in the pre-treatment. The presence of it in the feed water to RO, severely affects the membrane performance. The presence of Oil and Grease physically fouls the membrane and make it ineffective, which is then very difficult to remove even by cleaning.

Temperature:-

The operating temperature of feed water shall not be exceeding 45°Celsius. We understand that the RO system will be treated only pre-treated surface water at ambient temperature and hence no problem on this account is envisaged.

pH Range:-

The allowable operating pH range is 2 to 11 during normal operation of RO Plant. The pH of feed water shall be monitored once in a shift in a lab.

List of the Approved Vendors

Sl. No.	Description of Item	Approved Vendors
1.	Pumps	Johnson/ Kirloskar/equiv.
2.	Dosing Pump	Asia LMI/ Prominent/ Equiv.
3.	UF/RO membrane	Hydramem
4.	Pressure vessel	IEI
5.	Butterfly Valves	Deltech/Equiv.
6.	Diaphragm valves	IEI/Equiv.
7.	Gate, Globe, Check Valves	Steel Strong/ Valtech/ BDK
8.	Level Gauge	Pune Techtrol / IEI / Equiv.
9.	Pressure Gauge	FGB / Equiv.
10.	Power and control cables	Polycabs / Equiv.
11.	LPBS	IEI / Equiv.
12.	Rotameter and flow elements	GPC / Equiv.
13.	MCC	IEI / Equiv.
14.	MCC components	Siemens / Equiv.
15.	Motors	ABB/ Siemens/C G.

Scope of Supply in water treatment plant unit

The technical data sheet indicated below is tentative only, the firm should submit the data sheet of the scope of supply for Water Treatment Plant as per their own design.

Sl. No.	Description
1.	Raw water St. Tank-- Civil construction- with Raw Water pump
2.	Lime Dosing tank & accessories with Lime dosing tank & agitator assembly
3.	Alum Dosing tank & Accessories along with Alum Dosing Tank and agitator assembly
4.	Polyelectrolyte Dosing system & accessories along with Dosing Tank and agitator assembly
5.	Electro mechanical arrangement of Static Mixer cum Flocculation Tank along with slow speed agitator & accessories etc.
6.	Clariflocculator arrangement with plate of each unit along with Mechanical accessories-
7.	Clarifier water -Civil construction
8.	Sludge Holding Tank--Civil construction with sludge circulation pump
9.	Screw pump – Suitable
10.	Dewatering poly dosing system
11.	Filter press – Suitable
12.	Filter feed cum backwash pump and filter air blower
13.	Multi Grade Filter. Along with Frontal piping, valves & Filter media- Manual in operation.
14.	Ultra filtration unit along with pumps, frontal piping, valves – Auto in operation
15.	Ultra Filtration water - Civil construction
16.	Reverse Osmosis unit –along with pumps, frontal piping, valves – Manual in operation
17.	MCC panel
18.	Electrical cable, trays & accessories within Battery limit

Technical Data Sheet of Water Treatment Plant – Cap. 200.0 m³/hr.

The technical data sheet is tentative only, the firm should submit the data sheet of the Water Treatment Plant as per their own design.

Raw water storage tank

- | | |
|-------------|----------------|
| 1. Qty | : 1 |
| 2. Capacity | : Suitable |
| 3. MOC | : As designed. |

Raw water transfer Pump: - 2 nos. (1W+1S)

- | | |
|-----------------------------------|------------------|
| 1. No. of pumps | : 2 nos. (1W+1S) |
| 2. Type | : As designed |
| 3. Capacity | : As designed |
| 4. Head | : As designed |
| 5. Suction, Discharge valve & NRV | : 1 set |

Lime / PH correction dosing system—1 no.

- | | |
|----------------------|----------------------|
| 1. No. of pump | : 2 nos. (1W + 1SB). |
| 2. Pump Dosage | : Suitable |
| 3. Capacity | : Suitable |
| 4. No. of tank | : 1 no. |
| 5. Agitator Assembly | : 1 no. |

Alum dosing system—1 no.

- | | |
|--------------------------|---------------------|
| 1. No. of pump | : 2 nos (1W + 1SB). |
| 2. Pump Dosage | : Suitable |
| 3. Capacity | : Suitable |
| 4. No. of tank | : 1 no. |
| 5. Agitator Assembly | : 1 no. |
| 6. Alum preparation tank | : 1 no. |

Polyelectrolyte Dosing System—1 no.

- | | |
|----------------|----------------------|
| 1. No. of pump | : 2 nos. (1W + 1SB). |
| 2. Pump Dosage | : Suitable |
| 3. Capacity | : Suitable |
| 4. No. of tank | : 1 no. |

Static Mixing Flocculation Tank (SMFT) :-

- | | |
|---|----------------|
| 1. Qty | : 2 nos. |
| 2. Design Flow Rate | : As designed |
| 3. Size | : Suitable |
| 4. Retention Time | : As designed |
| 5. Type detail of agitator mechanism | : As designed |
| 6. Capacity | : Suitable |
| 7. Details of drive | : Gear driven. |
| 8. Flocculator mechanism | : 1 lot. |
| 9. Motor gearbox, structural & supports | : 1 lot. |

Clari-flocculator :-

- | | |
|----------------------------------|----------------------------|
| 1. Quantity | : 2 Nos. |
| 2. Design Flow | : As designed |
| 3. Type | : Inclined Plate Clarifier |
| 4. No. of the Plate | : Suitable |
| 5. Size of the Plate | : Suitable |
| 6. Dimension of the Clarifier | : Suitable |
| 7. Shape of Inclined Plates | : Rectangular. |
| 8. Angle of inclination of plate | : 55 deg. |
| 9. Velocity through Clarifier | : As designed |

Sludge recirculation pump: - 2 nos. (1W+1S)

- | | |
|-----------------------------------|---------------------|
| 1. No. of pump | : 2 nos (1W + 1SB). |
| 2. Capacity | : Suitable |
| 3. Speed | : As designed |
| 4. Suction, Discharge valve & NRV | : 1 set. |

Clarifier Water St. Tank: - 1 no.

- | | |
|-------------------------------|------------|
| 1. No. of Tank | : 1 no. |
| 2. Capacity of the Tank | : Suitable |
| 3. Retention time of the Tank | : Suitable |

Sludge Holding Tank: - 1 no.

- | | |
|-------------------------------|------------|
| 1. No. of Tank | : 1 no. |
| 2. Capacity of the Tank | : Suitable |
| 3. Retention time of the Tank | : Suitable |

Filter feed cum backwash pump: - 2 nos. (1W + 1SB).

- | | |
|-------------------------------------|---------------------|
| 1. No. of pump | : 2 nos. (1W + 1SB) |
| 2. Type | : As designed |
| 3. Capacity | : Suitable |
| 4. Head | : Suitable |
| 5. Pressure Gauge at Discharge line | : Suitable |
| 6. Suction, Discharge valve & NRV | : 1 set. |

Filter Air Blower: - 2 nos (1W + 1SB).

- | | |
|-------------------------------------|---------------------|
| 1. No. of pump | : 2 nos. (1W + 1SB) |
| 2. Capacity | : Suitable |
| 3. Head | : Suitable. |
| 4. Pressure Gauge at Discharge line | : 1 no. |
| 5. Discharge valve & NRV | : 1 set. |

Multi Grade Filters: - 1 no. (1W)

- | | |
|----------------------------|-------------------------------|
| 1. No. of Filters | : 1 no. (1W) |
| 2. Type of Filters | : As designed |
| 3. Capacity of each Filter | : Suitable |
| 4. Operating pressure | : As designed |
| 5. Design pressure | : As designed |
| 6. Vessel Design Code | : As per Good Engg. Practice. |
| 7. Diameter of vessel | : Suitable |

8. HOS of vessel	: Suitable
9. Shell MOC code	: As designed.
10. Disc MOC code	: As designed.
11. Filter Media type	: As designed.
12. Piping material	: As designed.
13. Frontal piping MOC	: As designed.
14. Interconnecting Pipe work	: As designed
15. Velocity consider through Bed	: As designed.
16. Valve	: Provided 1 lot.
17. Valve type	: Butterfly valve/ Diaphragm valve.
18. Backwashing	: By raw water
19. Internal distribution	: Header & Lateral assembly.
20. Internal painting	: As designed
21. External Painting	: As designed
22. Location of installation	: Outdoor.
23. Mode of Operation	: Manual.

Basket Strainer for UF :-

1. No. of Unit	: Suitable
2. Basket strainer filter	: 1 set.
3. Micron Rating	: Suitable.
4. Flow rate	: As designed.

UF system :-

1. No. of Unit	: 2 nos.
2. Permeate Flow	: As designed.
3. Feed flow rate	: As designed.
4. Recovery	: As designed
5. Feed Pressure	: As designed
6. Area Of membrane	: As designed
7. No. of membrane	: Suitable
8. Flux Consider	: As designed
9. Rotameter	: Suitable
10. Skid	: Painted.
11. Mode of operation	: Automatic.

UF Back Flush pump :-

1. No. of Pump	: 2 nos. (1W+1S).
2. Type	: As designed.
3. Capacity	: Suitable
4. Head	: As designed.
5. MOC	: As designed
6. Speed	: As designed

CEB-1 (NaOH) Dosing System for UF :-

1. No. of Pump	: 2 nos. (1W+1S)
2. Type	: As designed
3. Capacity Max.	: Suitable
4. Tank Capacity	: Suitable
5. No. of Tank	: 1 no.

6. Agitator assembly : 1 no.

CEB-2 (HCl) Dosing System for UF :-

1. No. of Pump : 2 nos. (1W+1S)
2. Type : As designed
3. Capacity Max. : Suitable
4. Tank Capacity : Suitable
5. No. of Tank : 1 no.

CEB-3 (NaOCl) Dosing System for UF :-

1. No. of Pump : 2 nos. (1W+1S)
2. Type : As designed
3. Capacity Max. : Suitable
4. Tank Capacity : Suitable
5. No. of Tank : 1 no.

UF CIP System: -

1. Nos. of pump offered : 2 nos.(1W+1S)
2. Pump Capacity : As designed
3. Pump MOC : As designed
4. Cleaning Tank Capacity : Suitable

UF Permeate water Storage Tank :-

1. Tank Capacity : Suitable
2. HRT : As designed
3. Qty. : 1 no.

RO Feed pump:-

1. No. of Pump : 2 nos. (W + 1SB)
2. Type : As designed
3. Capacity : Suitable
4. Head : As designed
5. Speed : As designed

Antiscalant Dosing System :-

1. No. of Pump : 2 nos. (1W+1S)
2. Type : As designed
3. Capacity Max. : Suitable
4. Back pressure Max. : As designed.
5. No. of Tank : 1 no.
6. Tank Capacity : Suitable.
7. Agitator assembly : 1 no.

SMBS Dosing System :-

1. No. of Pump : 2 nos. (1W+1S)
2. Type : As designed
3. Capacity Max. : Suitable
4. Back pressure Max. : As designed.
5. No. of Tank : 1 no.
6. Tank Capacity : Suitable.

7. Agitator assembly : 1 no.

Micron filtration : -

- | | |
|------------------------|----------------|
| 1. Operating flow rate | : Suitable |
| 2. MOC of Housing | : As designed |
| 3. MOC of cartridge | : As designed |
| 4. Micron Rating | : As designed. |

High Pressure pump: -

- | | |
|-------------------------|----------------|
| 1. Capacity (operating) | : Suitable |
| 2. Speed | : As designed. |
| 3. Head | : As designed |

RO Module Specification:-

- | | |
|-------------------------------|-------------------|
| 1. MOC | : As designed. |
| 2. Total No. of membrane | : Suitable |
| 3. Total no. of pressure tube | : Suitable |
| 4. Permeate Flow | : As designed. |
| 5. Feed flow rate | : As designed. |
| 6. Reject flow to drain | : As designed. |
| 7. System Recovery | : As designed. |
| 8. Fittings of Pressure Tubes | : As designed. |
| 9. High Pressure Piping | : 1 Set. |
| 10. Low Pressure Piping | : 1 Set. |
| 11. I/C pipe work | : 1 lot. |
| 12. Mode of operation | : Semi Automatic. |

RO Chemical Cleaning System: - (2 nos.)

- | | |
|----------------------------|-----------------|
| 1. Nos. Offered | : 2 nos.(1W+1S) |
| 2. Pump Capacity | : Suitable |
| 3. Pump MOC | : As designed. |
| 4. MOC of Cartridge Filter | : As designed. |
| 5. MOC of Housing | : As designed |
| 6. Cleaning Tank Capacity | : Suitable |

pH Correction Dosing System: - 1 no.

- | | |
|------------------|------------------|
| 1. No. of Pump | : 2 nos. (1W+1S) |
| 2. Type | : Suitable |
| 3. Capacity Max. | : Suitable |
| 4. Pressure Max. | : 3.0 bar. |
| 5. No. of Tank | : 1 no. |
| 6. Tank Capacity | : Suitable |
| 7. MOC of Tank | : As designed. |

RO Permeate Water Storage Tank :-

- | | |
|------------------|---------------|
| 1. Tank Capacity | : Suitable |
| 2. MOC | : As designed |
| 3. Qty. | : 1 no. |

RO Reject Water Storage Tank :-

- | | |
|------------------|---------------|
| 1. Tank Capacity | : Suitable |
| 2. MOC | : As designed |
| 3. Qty. | : 1 no. |

Waste water collection tank :-

- | | |
|------------------|---------------|
| 1. Tank Capacity | : Suitable |
| 2. MOC | : As designed |
| 3. Qty. | : 1 no. |

Waste water transfer pump :-

- | | |
|----------------|---------------------|
| 1. No. of Pump | : 2 nos. (1W + 1SB) |
| 2. Type | : As designed |
| 3. Capacity | : As designed. |
| 4. Head | : Suitable |
| 5. Speed | : As designed |
| 6. MOC | : As designed |

RO permeate water transfer pump :-

- | | |
|----------------|---------------------|
| 1. No. of Pump | : 2 nos. (1W + 1SB) |
| 2. Type | : As designed |
| 3. Capacity | : As designed. |
| 4. Head | : Suitable |
| 5. Speed | : As designed |
| 6. MOC | : As designed |

Piping within battery limit & others items

- | | |
|--|----------------|
| 1. Plant Piping | : As designed. |
| 2. All dosing Pump Interconnecting Piping: | As designed. |
| 3. Puddle & flange | : Lot |

Instrument to be Provided

Suitable number of pressure gauges, ORP analyzers, Dump Valve, Rotameter, pH meter, Conductivity meter, Pressure switch in RO, Pressure switch in UF and Level Switches are to be provided by the service provider as per design of water treatment plant.

Provision of Utility required for the plant operation:

- | | |
|------------------|---|
| 1. Power Supply | - will be provided by HDC, SMPK to the service provider on chargeable basis. |
| 2. Service water | - Suitable raw water flow at raw water transfer pump as per design will be ensured by the Service Provider. |
| 3. Chemicals | - All chemicals required for post commissioning and operation will be provided by Service Provider. |
| 4. Air | - Air of adequate pressure for plant operation will be supplied by the Service Provider |

List of Electrical Items:-

The above list is purely tentative and the service provider shall be required to supply their own list of electrical items as per their own design.

Sl. No.	Electrical Items	Quantity	Technical Specification
1.	MCC panel	1 No	Panel: Single Incomer, Non-Draw-out, Conventional, Non Compartmentalized, Fuse less type, Single front, Top entry, CRCA, RAL7032, Free standing, Floor mounted, IP52 Main Bus bar: Aluminium, 0.8A/Sq.MM Control Bus bar: Copper Earth Bus bar: 75x10MM (H), 25x10MM (V) Fault level: 50kA for 1 sec Incomer (1.2 times of connected load): MCCB (3P, TOLR) MFM with RS485 communication- Considered. 1 no control transformer considered at primary and Secondary. No space heater with thermostat, Illumination Lamp and Door limit Switch considered. No marshalling chamber considered. Outgoing Feeders(3 phase): MPCB(Inbuilt OLR)+Contactor Outgoing Feeders(1 phase): MCB+Relay 100MM base channel. L/R selection considered in MCC.
2.	Power/Control Cable & termination Accessories	1 lot	Power Cables: 3 Core, XLPE / PVC insulation, Non FRLS, Armored , Up to 6.0 Sq.mm Cu conductor cable is considered , Above 6.0 Sq.mm Al conductor cable is considered. Control Cables: 4 Core, XLPE / PVC insulation, Non FRLS, Armoured, 1.5 Sq.mm Cu conductor cable considered. Double compression Ni plated brass glands with earth strips are considered Non insulated Al/Cu Lugs of suitable conductor size are considered
3.	Power/Control Cable Trays with tray supports	1 Lot	Tray material - GI Cable Trays Types of cable tray - Ladder for 150mm & above and perforated for 100mm & 50mm with welding at site Sizes considered - 2.0 mm thick Height of the tray - 50 mm. MS tray supports are considered at regular interval of 2.5mtrs. Cable tray covers are not considered.
4.	LPBS -For manual operation of drives	1 Lot	Enclosure - Diecast Aluminum, IP65 protection For local control of 3 Phase drives

			Start/Stop PB with Push release type PB and mushroom head Stop PB with key with 1 NO+1NC contacts for each PB.
5.	Plug and Socket	1 Lot	For 1 Phase drives- Plug and socket .
6.	Above and below ground earthing	1 Lot	As per IS3043- Size is based on short circuit capacity of 50kA for 1sec , GI strip/Wires will be considered as MOC for earthing. Tapping to nearest earth grid will be considered including grid earthing.
7.	Illumination system	1 Lot	Suitable
8.	Instrument Junction Boxes	1 Lot	Enclosure - CRCA , 2mm thick , IP54 Hinged door type. Suitable Terminal blocks of Elmex / connect well make. Trough will be provided
9.	Instrumentation Power/Control/Signal cables with trays	1 Lot	Instrument Power/Control/Signal Cables: Core/Pair Solid Cu Conductor, XLPE/PVC insulation, Non FRLS, Armored Tray material - GI cable trays MS tray supports are considered at regular interval of 2.5 Mtrs
10.	Hook-up/ Tubing	1 Lot	Impulse Tubing : 1'2 " NPT SS316
11.	Miscellaneous	1 Lot	Cable stickers, tags , ties , markers etc

Instrument List:-

The above list is purely tentative and the service provider shall be required to supply their own list of instrument items as per their own design.

Sl. No	Instrument	Quantity	Location
1.	Pressure Gauge	1 Lot	At the outlet of the Filter feed pump At the outlet of the Sludge rec pump At the outlet of the Filter press feed pump At the outlet of the Supernatant transfer pump At the inlet & outlet of the MGF vessel
2.	Level Switch	1 Lot	At Lime Dosing Tank At Alum Dosing Tank At Polymer Dosing Tank At Clarified Water Tank At treated water tank
3.	Capacitance type level switch	1 Lot	At sludge holding tank
4.	Rotameter (Bypass Type)	1 Lot	MGF Inlet
5.	Diff pressure switch	1 Lot	Across MGF

7. PREAMBLE TO THE BILL OF QUANTITIES

WORK TITLE: DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS

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

The Bidder shall quote his rates of the BOQ item of this Bid Document based on his own analysis.

DESIGN, SUPPLY AND INSTALLATION OF A WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX HAVING A CAPACITY OF 4.0 MLD ALONGWITH PIPELINE NETWORK ARRANGEMENT INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM FOR 10 (TEN) YEARS.

QUOTATION NO.: : I&CF/SDM/RZ/ET/47

PRICE SCHEDULE

SECTION A: SURVEY, DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX

SI No.	Description of item	Unit	Amount
1.	<p>Survey, design, supply, installation, testing and commissioning of 4 MLD Water treatment plant with treated water flow of 200 CuM /Hr at the location tentatively indicated in location plan as per the tentative process flow chart attached as Annexure-B for transformation of the raw water into potable water as per the characteristics indicated in Table-1 with all required civil, mechanical and electrical works, all complete.</p> <p>The components of the proposed water treatment plant inclusive in this project are indicated herein after seriatim:</p> <p>a) Survey, preparation and submission of draft project report including design, drawing and BoQ of water treatment plant along with raw water Intake system together with treated water connectivity with existing water distribution system of Haldia Township area (tentatively shown in location plan).</p> <p>b) Supply, delivery, fixing, fitting and installation of suitable size of raw water Intake structure at appropriate location of the Dock basin (tentatively Indicated in the location plan including Pump house, electrical wiring and plumbing, paintings, water connection from source, etc. all complete as per design with all required civil, mechanical and electrical works, all complete.</p> <p>c) Supply, delivery, fixing, fitting, installation and erection / construction of Raw water intake tank of suitable size with suitable pipeline connectivity as per design at the location as indicated in the tentative location plan with all required civil, mechanical and electrical works, all complete.</p> <p>d) Supply, delivery, fixing, fitting, installation and erection of treated water Pipeline connection of the Plant with existing Fresh water reservoir at Cluster 5 & Cluster 10 with associated valve system as per design tentatively indicated in location plan with all required civil, mechanical and electrical works, all complete.</p> <p>e) Supply, delivery, fixing, fitting, installation and erection / Construction of fresh water retaining tank at Cl.6 and connection of the same with the pipeline connecting reservoirs of cluster 5 & Cluster 10 with associated valve</p>	LS	

	system as per design with all required civil, mechanical and electrical works, all complete. f) Commissioning of water treatment plant and associated fresh water distribution system after construction along with trial run for treatment of basin water to be transformed to potable water as per parameter laid down in Table-1, given in technical specification.		
		Total – Rs.	

SECTION B: COMPREHENSIVE OPERATION AND MAINTENANCE OF THE WATER TREATMENT PLANT AT THE TOWNSHIP AREA OF HALDIA DOCK COMPLEX FOR TEN YEARS.

1	Comprehensive Operation and Maintenance of the water treatment plant including supply of consumables and associated spares required for the operation for 10 (ten) years from the date of expiry of guarantee period for 2 years after successful commissioning of the system along with daily testing of the treated outlet water.		
1.1	For 1 st year.	LS	
1.2	For 2 nd year.	LS	
1.3	For 3 rd year.	LS	
1.4	For 4 th year.	LS	
1.5	For 5 th year.	LS	
1.6	For 6 th year.	LS	
1.7	For 7 th year.	LS	
1.8	For 8 th year.	LS	
1.9	For 9 th year.	LS	
1.10	For 10 th year.	LS	
		Total – Rs.	

GRAND TOTAL AMOUNT [A+B] INR =	
(TOTAL AMOUNT IN WORDS INR)	

**Signature of the Bidder with Office Seal with
Full Name, Address, Mobile No., Fax No., e-mail ID**

CONCURRENT COMMITMENT(S) OF THE BIDDER

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Bid Value. (in Rs.)	Completion time as stated in bid.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

BIDDER'S PROFILE

(To be submitted with Techno Commercial Bid)

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

A) In case of Limited Company -

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

B) In case of a firm -

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

C) In case of an Individual:

- 1) Full name and address of the Bidder any :
special particulars of the Bidder if desired to
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in his :
own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :
the business directly or indirectly, if so, name
and address etc. of such persons and the
nature of such interest.
- 6) Whether the Bidder pays Income Tax over :
Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)

FORMAT OF PERFORMANCE SECURITY/O&M SECURITY

Ref. _____

Bank Guarantee No. _____

Date _____

To

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

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the "EMPLOYER" which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to _____, with registered office at _____ (hereinafter referred to as the "CONTRACTOR " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work order dated _____ the same having been unequivocally accepted by the Contractor resulting in a 'CONTRACT' bearing Letter Of Award No _____ dated _____ Valued at Rs _____ for " _____ " and the contractor having agreed to provide a [Performance Security/O&M Security] for the faithful performance of the obligations during the [Construction Period/ O&M Period] haequivalent to Rs. _____ (rupees _____ only) to the EMPLOYER.

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

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

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

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

Dated, this day of2010 at
.....

WITNESSES

(Signature) (Signature)

(Name) (Name)

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

Dated

S NO.	Preliminary Drawing
1.	Location Plan
2.	Tentative Flow Chart of the Water Treatment Plant

BANK GUARANTEE FORM' FOR MOBILIZATION ADVANCE

To,

_____ [name of Employer]
 _____ [address of Employer]
 _____ [name of Contractor]

In accordance with the provisions of the General Conditions of Contract, ("Mobilization Advance") of the above-mentioned Contract _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee* [in words]].

We, the _____ [bank of financial institution] as instructed 'by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to

_____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding [amount of guarantee]* [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal :
 Name of Bank/Financial Institution:
 Address : '

Date :

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

***SPECIFICATIONS
TO BE PROVIDED BY THE BIDDER***

PROFORMA OF FORM OF AGREEMENT*(On Non Judicial Stamp Paper of INR. 1000.00)*

This agreement, made on the day of _____ between (name and address of Employer) (hereinafter called "the Employer) and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of INR. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Contractor's Technical and Financial Bid
 - iii. Condition of Contract: General and Special
 - iv. Drawings
 - v. Specifications
 - vi. Any other documents listed in the RFP as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

Integrity Pact

Between

Syama Prasad Mookerjee Port, Kolkata hereinafter referred to as **"The Principal/ Employer"**.

And

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

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 Bidder(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the bid 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/ BIDDERS 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 THOROUGH family members, will in connection with the bid 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 bid process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the bid process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THOROUGH which the Bidder(s) could obtain an advantage in relation to the bid process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Bidder(s) /Bidder(s) will not directly or THOROUGH any other person or firm, offer, promise or give to any of the Principal's employees involved in the bid 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 bid process or during the execution of the contract.
 - b. The Bidder(s)/Bidder(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)/Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Bidder(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)/Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Bidder(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)/Bidder(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)/Bidder(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)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Bidder(s) before award or during execution has committed a transgression THOROUGH 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)/Bidder(s) from the bid process or take action as considered appropriate.

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the bid 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 Bidder liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

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

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

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

Section 7- Other Legal actions against violating Bidder(s)/ Bidder(s)/ Sub Bidder(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 Syama Prasad Mookerjee Port, Kolkata.
- (e) The BIDDER/ BIDDER(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/ BIDDER. The BIDDER/ BIDDER 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-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Bidder/ Sub-bidder(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 Bidder. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him

by the Principal/ Employer/ Bidder/ Bidder and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ BIDDER 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/BIDDERS and the BIDDER/BIDDER 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 beings 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/bidder 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.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Bidder).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Bids. 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.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

- 2.1 Bidders 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 Bidder 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 Bidders 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 bid either directly or THOROUGH the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Bidder for himself.
- 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remunerations, if any, reserved for the Bidder 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 bid 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 named sum.

**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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AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-

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

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1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer’s Representative
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. Works
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. Extra works and Excess works
- 1.9 “Specifications” means the relevant and appropriate Bureau of 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 THOROUGH 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

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| 2.2 | The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. | Authority of
Engineer's
Representative |
| 2.3 | <p><i>The Engineer shall have full power and authority :</i></p> <p>(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.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.</p> <p>(f) To grant extension of completion time.</p> | Engineer's
Power |
| 2.4 | <p><i>The Engineer's Representative shall :</i></p> <p>(i) watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(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.</p> <p>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and</p> <p>(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.</p> | Power of
Engineer's
Representative. |

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works; and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 Provided also as follows : Engineer's Overriding Power
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
 - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
- The tender must encompass all relevant aspects/issues.
- (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. 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. Accommodation for Contractor's men/materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.

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

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

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.

(c) Earnest Money of unaccepted tender shall be refunded without any interest THOROUGH A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.

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

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

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

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

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.

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

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

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

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage. No interest payable on E.M. /S.D

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

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.

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3.6 If stipulated in the contract as a Special Condition, the contractor shall have to Bank submit to the Engineer a performance Bond in the form of an irrevocable Guarantee

guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised 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.

in lieu of
Cash S.D.
in certain
cases

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

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

English
language
to be used
Applicability
of laws
on the
contract

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

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen’s Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers’ Act, 1948.
7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

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

Contractor
to Execute
Contract
Agreement
.

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

Interpretation
of
contract
documents
–
Engineers’
Power

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4. 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

All Drawings
are Trustees’
property.

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.

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| <p>4.
5</p> | <p>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.</p> | <p>Contractor to prepare working / progress drawings</p> |
| <p>4.
6</p> | <p>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.</p> | <p>Contractor cannot sub-let the work</p> |
| <p>4.
7</p> | <p>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.</p> | <p>Contractors' price is inclusive of all costs</p> |
| <p>4.
8</p> | <p>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.</p> | <p>Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer</p> |
| <p>4.
9</p> | <p>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.</p> | <p>Contractor to submit his programme of work</p> |

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If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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| 4.10 | Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. | Contractor to supervise the works |
| 4.11 | The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. | Contractor to deploy qualified men and Engineer's power to remove Contractor's men |
| 4.12 | The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. | Contractor is responsible for line, level, setting out etc. |
| 4.13 | From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. | Contractor is responsible to protect the work |

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| 4.1
4 | The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep | Contractor is responsible for all damages to |
|----------|---|--|

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.	other structures / persons caused by him in executing the work.
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4.1 5	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	Fossils, Treasure travois, etc. are Trustees' property
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4.1 6	The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :	Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
	(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.	
	(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.	
	(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.	
	(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.	
	(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.	
	(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.	

4.1 7	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property
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4.18	The Contractor's quoted rates shall be deemed to have been inclusive of the following :	Contractor's quoted rates/price must be all inclusive
	(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage,	

rubbish, surplus earth or temporary works no longer required.

- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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| 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 not to publish photograph or particulars of work | |

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| 4.2
1 | 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 | Contractor to provide facilities to outsiders | |
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Trustees for any delay or expense incurred by reason of such default.

4.2 The work has to be carried out by the Contractor causing the Work to cause
2 minimum of hindrance for any maritime traffic or surface traffic. minimum possible hindrance to traffic movement

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

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

5.1 The Contractor shall commence the work within 7 days of the Preliminary receipt of Engineer's letter informing acceptance of the time to Contractor's tender/offer by the Trustees or within such commence work an 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, maintenance of except as may be expressly sanctioned or ordered by the Engineer steady rate of or his Representatives, time being deemed the essence of the progress contract on the part of the contractor.

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

5.3 Unless specified otherwise in the contract or prior permission of Contractor to the Engineer has been taken, the contractor shall not execute the observe the work beyond the working hours observed by the Engineer's Trustees' Representative and on Sundays and Holidays observed in the working hours 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.

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

		his representative
5.5	Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued 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	Recovery from Contractor for Trustees' materials under

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.

normal
circumstances

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

Recovery from
Contractor for
Trustees'
materials under
other
circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or THOROUGH 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 to
seek approval
of Engineer or
his
Representative
before
covering up
any portion of
work

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

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

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

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.

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 –

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| <ul style="list-style-type: none"> (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, | <p>Advance
payment against
Non-perishable
materials</p> |
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- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the

Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

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

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| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account. | Recovery for wrong and over payment |
| 6.8 | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to Contractor |
| 7.0 | VARIATION AND ITS VALUATION : | |
| 7.1 | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. | Quantities in Bill of Quantities of Tender |
| 7.2 | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : | Engineer's power to vary the works |

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| 7.2 | (a) Increase or decrease the quantity of any work included in the contract. |
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- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works

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

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- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer,

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

8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 (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

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- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The

payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- Default of the Contractors remedies & powers/Termination of Contract.

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer'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.

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- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him

at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work THOROUGH any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.

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

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

Contractor's obligation for maintenance of work.

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9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the

Certificate of final completion

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.

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| 9.3 | On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. | Refund of Security Deposit |
| 10.0 | INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION | |
| 10.1 | In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. | Engineer’s decision |
| 10.2 | If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. | Chairman’s award. |
| 10.3 | If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. | Arbitration. |
| 10.3.1 | If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it. | |

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| 10.3.2 | The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing. |
| 10.3.3 | The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, |

enlarge the time for making and publishing the award, with the consent of the parties..

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

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

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

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

(TO BE SUBMITTED WITH COVER- I OFFER)

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

To
The Manager (I&CF),
Haldia Dock Complex.

I/We _____

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

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

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

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

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

Dated :

(Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Name : (In
Block Letters)

Address :

Address :

Occupatio
n :

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :

.....

.....

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

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

Work Order No.....

Allocation.....

Contract No.

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

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

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

Signature.....
(ENGINEER/ENGINEER'S REPRESENTATIVE)
NAME.....
DESIGNATION.....
OFFICE SEAL

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)
Haldia Dock Complex
Calcutta Port Trust
Haldia.
(Atten:.....)

Dear Sir,

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

Name of work : _____

Work Order No :- _____

Contract No. _____

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

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

Yours faithfully,

(Signature of
the Contractor)

Dated _____
Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____

_____20____ between the "Board Of Trustees for the Syama Prasad Mookerjee Port, Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

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

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - ii.The said Tender/Offer & the acceptance of Tender/ Offer.
 - iii.The Drawings.
 - iv.The General Conditions Of Contract.
 - v.Special Conditions Of Contract (If any).
 - vi.The Conditions Of Tender.
 - vii.The Specifications.
 - viii.The Bill Of Quantities.
 - ix.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

Proforma Of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalised Bank

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

Ref. _____

Bank Guarantee No. _____

Date _____

To

The Board of Trustees for the Syama Prasad Mookerjee Port, Kolkata,
15, Strand Road
Kolkata – 700 001

Dear Sirs,

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

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

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

on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.
The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR’S liabilities.

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

Dated, this _____ day of _____, 2010
_____ at _____

WITNESSES

----- (Signature)	----- (Signature)
----- (Name)	----- (Name)
----- (Official address)	----- (Designation with Bank Stamp) + Attorney as per power of Attorney No.

Dated

Syama Prasad Mookerjee Port, 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 THOROUGH 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 THOROUGH which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) /Contractor(s) will not directly or THOROUGH 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 THOROUGH a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

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

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

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if

any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

The pact beings 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.

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

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

- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

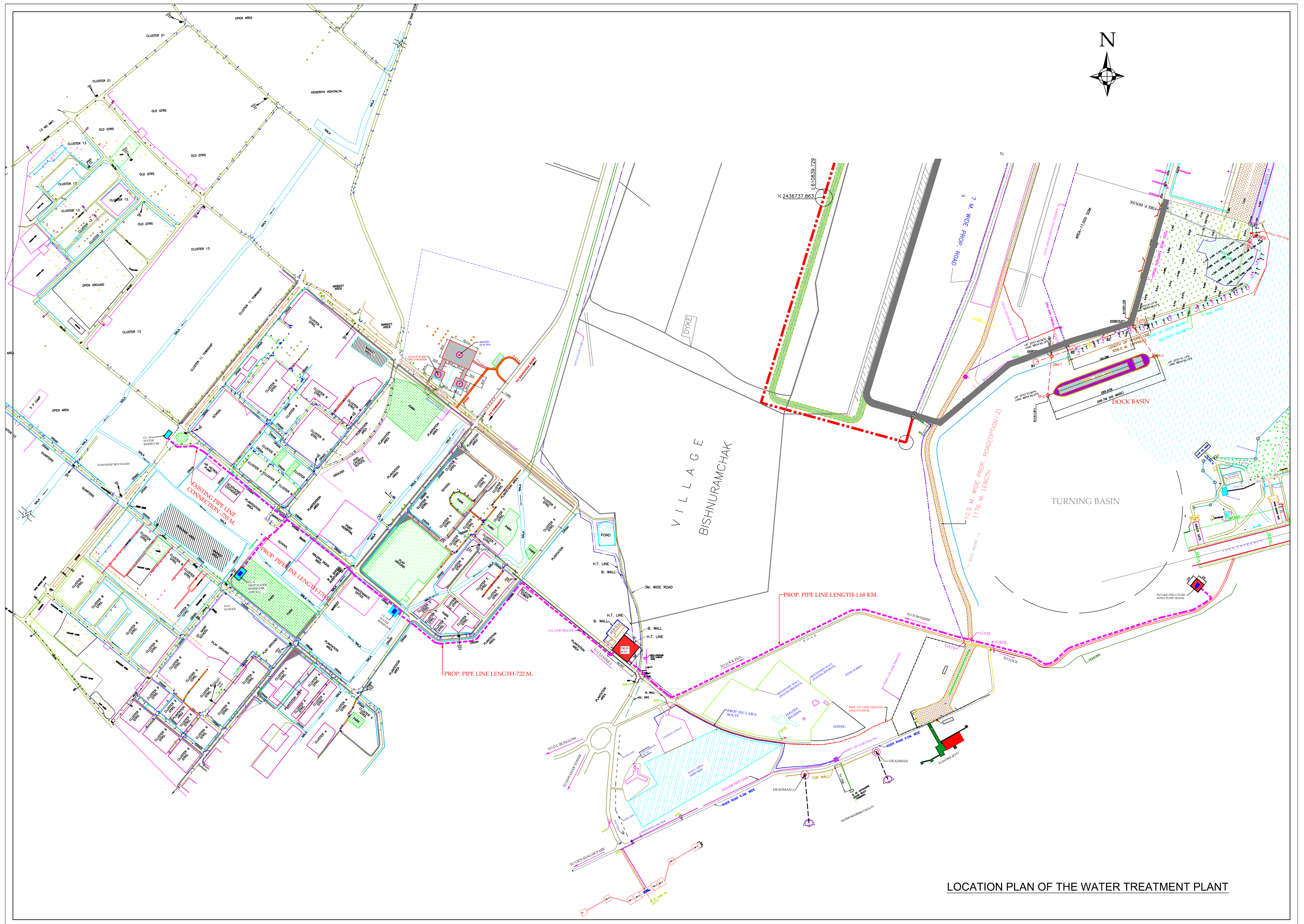
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ANNEXURE-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

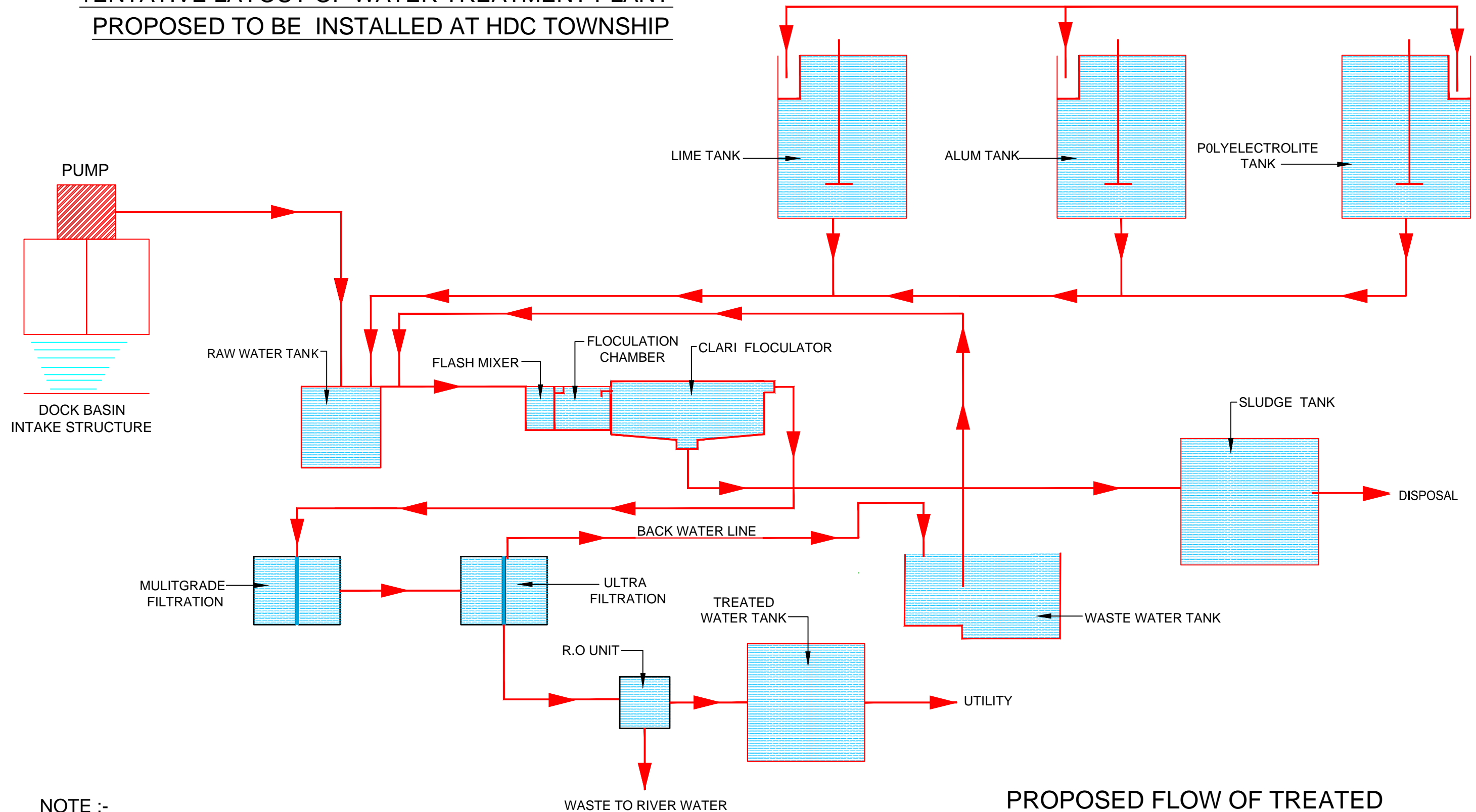
- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with SMP, KOLKATA shall apply for registration in the prescribed Application-Form.

- 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.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by 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 THOROUGH 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.



LOCATION PLAN OF THE WATER TREATMENT PLANT

TENTATIVE LAYOUT OF WATER TREATMENT PLANT
PROPOSED TO BE INSTALLED AT HDC TOWNSHIP



NOTE :-
FIRM TO SUBMIT THEIR OWN LAYOUT PLAN ON
THEIR DESIGN WITH THE OFFER.

PROPOSED FLOW OF TREATED
WATER OUT OF PLANT = 200 KL/HR.