



SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)

KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata – 700043

TENDER DOCUMENT

for

Work: Hiring of Silent Diesel Generator Sets for the use at various locations under Syama Prasad Mookerjee Port, Kolkata for a period of 2 years

Notice Inviting Tender No. : SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022

- Site inspection followed by pre bid meeting : 30.09.2022 at 12.00 hrs.
- Start date of submission of e-tender : 11.10.2022 from 12.00 hrs.
- Closing date for e- Tender : 27.10.2022 up to 14.30 hrs.
- Date of opening of Techno commercial bid : 28.10.2022 at 14.30 hrs.

Tender Fee: Rs. 1,770/- (including GST) (Non-Refundable)

Chief Mechanical Engineer (I/C)

TENDER DOCUMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)
KOLKATA DOCK SYSTEM

e-TENDER for “Hiring of Silent Diesel Generator Sets for the use at various locations under Syama Prasad Mookerjee Port, Kolkata for a period of 2 years”.

Notice Inviting Tender No.: SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022

TENDER NOTICE

Mechanical & Electrical Engineering Department of SMP, Kolkata invites E-Tender under single stage two part system (i.e. Techno – Commercial Bid and Price Bid) for **“Hiring of Silent Diesel Generator Sets for the use at various locations under Syama Prasad Mookerjee Port, Kolkata for a period of 2 years”.**

Bid Document may be downloaded from SMP, Kolkata website <https://smpportkolkata.shipping.gov.in/> and <https://kopt.enivida.in/> portal. Corrigenda or clarifications, if any, shall be hosted on the above- mentioned websites only.

SCHEDULE OF TENDER (SOT)

TENDER NO.	SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022
MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II – Price Bid through eNIVIDA Portal https://kopt.enivida.in/). The intending bidders are required to submit their offer electronically through e-Tendering Portal. No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs. 42,84,600.00 (Rupees Forty Two Lakh Eighty Four Thousand Six Hundred Only) exclusive of GST.
i) Earnest Money Deposit @2% of Estimated value of Tender ii) Tender Cost	The intending bidders should submit Earnest Money of Rs.85,692/- (Rupees Eighty Five Thousand Six Hundred Ninety Two Only). The intending bidders should submit Tender cost of Rs. 1,770/-including GST @ 18%. “Tender Cost” & “EMD” containing Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in “Kolkata” drawn in favour of “Syama Prasad Mookerjee Port Kolkata” .
	Tender Fee and Earnest Money or valid NSIC /DIC/ Udyog Aadhaar Memorandum Certificate, if applicable, are to be uploaded and must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, SMP, Kolkata, 8, Garden Reach Road, Kolkata -700 043, before opening of tender document, failing which techno-commercial bid will not be opened.
Performance Security Deposit	3 % of the Billed Value excluding GST.

RailTel's Tender Processing Fee (Nonrefundable)	Mode of Payment: - E-payment Only through Debit/Credit Card or Net Banking. Tender Processing Fee (TPF) - 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST Registration Charges: Rs. 2000/- + Applicable GST Per Year
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Date of NIT available to parties to download	27.09.2022 at 14-00 hrs.
Date and time of site inspection & Pre-Bid meeting	30.09.2022 at 12.00 hrs.
Date of starting of online submission of bid (Techno-Commercial Bid and price Bid) through eNIVIDA Portal	11.10.2022 from 12.00 hrs.
Date of closing of online submission of Bid.	27.10.2022 up to 14.30 hrs.
Date and time of opening of Techno-Commercial Bid	28.10.2022 at 14.30 hrs.
Date and time of opening of Price Bid	To be informed separately by letter or email or telephone.

- Online tenders through eNIVIDA Portal are invited by Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) from GST registered domestic contractors for executing the work.
- The tender document through eNIVIDA Portal is open from 27.09.2022 to 28.10.2022 and can be downloaded from the official website of SMP, Kolkata and through <https://kopt.enivida.in/>.
- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <https://smpportkolkata.shipping.gov.in/> [Tender Mechanical & Electrical Engg. Department] and <https://kopt.enivida.in/> portal and bidders are required to submit tender offer through eNIVIDA portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the eNIVIDA portal.
- The tender offer shall have to be submitted by the Tenderer only through eNIVIDA portal as explained in the tender document.
- No physical tender is acceptable by Kolkata Dock System.
- Minutes of meeting /Corrigendum / addendum / clarifications, if any, shall be hosted on the <https://smpportkolkata.shipping.gov.in/> and <https://kopt.enivida.in/>.

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

List of Annexure

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Chief Mechanical Engineer (I/C)
SMP, KOLKATA
Tender Inviting Authority

INSTRUCTIONS TO TENDERERS

**This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust).
The e-procurement service provider is RailTel's eNIVIDA Portal.**

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderer who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Online tenders through RailTel's eNIVIDA Portal are invited by Syama Prasad Mookerjee Port;Kolkata from GST registered domestic Contractors for executing the work.</p> <p>The tender document through RailTel's eNIVIDA Portal is open from 27.09.2022 to 28.10.2022 and can be downloaded from the official website of SMP, Kolkata and through RailTel's eNIVIDA Portal.</p> <p>The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website : https://smportkolkata.shipping.gov.in/ and RailTel's eNIVIDA https://kopt.enivida.in/ and bidders are required to submit tender / offer through RailTel's eNIVIDA Portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in theRailTel's eNIVIDA.</p> <p>Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version8 or above, and Java 8 Update 151 or 161. Further, bidders are requested to go through the following information and instructions available on the eNIVIDA Portal https://kopt.enivida.in/ before responding to this e-tender :</p> <ul style="list-style-type: none"> • Bidders Manual Kit • Help for Contractors • FAQ <p>The tender offer shall have to be submitted by the Tenderer only through RailTel's eNIVIDA Portal as explained in the tender document.</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in/</p> <p>(A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid): Would be opened electronically of only those bidder(s) who's Part – I Techno-Commercial bid are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter. Bidder(s) can witness the Opening of Bids electronically.</p> <p>The tenderer are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>

3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.	
4.	In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e-tender). Contact person (SMP, Kolkata):	
	1. Mr. D. Das Dy. Chief Mechanical Engineer-II Mobile No. 9674720043 Email: ddas@kolkataporttrust.gov.in	2. Mr. Sanjib Sarkar. Superintending Engineer (Elect.)-II Mobile No. 9674720094 Email: sanjib@kolkataporttrust.gov.in
	3. Mr. D. K. Kundu Executive Engineer (Elect.) - II Mobile No. 9674388001 Email: dk.kundu@kolkataporttrust.gov.in	
5.	All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process until finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with RailTel's eNIVIDA portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).	
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.	
7.	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.</p> <p>(e). It is mandatory that all the bids are submitted with Digital Signature Certificate (DSC) otherwise the same will not be accepted by the system.</p> <p>(f). SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(g). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>	
8.	The e-tender shall be governed by the terms and conditions mentioned therein.	
9.	No deviation to the technical and commercial terms & conditions are allowed.	
10.	SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.	

11.	The bidders <u>must upload</u> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting Bidders.
14	Price bid must be filled-up in EXCEL Sheet through eNIVIDA PORTAL (which is uploaded by SMP, Kolkata).
15	EMD & Tender Fee should reach this office physically before opening of Tender, failing which Techno-commercial bid will not be opened.
16	EMD & Tender Fee details are to be treated, as essential documents should upload with the other Essential documents.

Terms and Conditions of Tender

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Pre-qualification Criteria of the Bidders

The intending Tenderer shall satisfy the following conditions with supporting documents:

i) The firms must have average annual financial turnover during the last three years ending 31.03.2022 should be at least **Rs.12,85,380.00** (30% of estimated value of Tender, Rs.42,84,600.00 for 2 years). Audited Balance Sheets as well as 'Profit & Loss Accounts' for the last three financial years ending 31.03.2022 have to be submitted. In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2022, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).

ii) The firms must have either of the following as experience of having successfully completed similar works during last seven years, ending on 31.08.2022 :

a) Three similar completed works each costing not less than Rs. 8,56,920/- (40% of the estimated value of one year, Rs.21,42,300.00 excluding GST)

Or

b) Two similar completed works each costing not less than Rs.10,71,150/- (50% of the estimated value of one year, Rs.21,42,300.00 excluding GST)

Or

c) One similar completed work costing not less than Rs. 17,13,840/- (80% of the estimated value of one year, Rs.21,42,300.00 excluding GST).

Here "similar works" means "**Supply of Silent Diesel Generator Sets not less than 125 KVA**". Work experience as a subcontractor or supply contractor shall not be considered as requisite qualification. The Tenderer shall have to upload documents (certified copy), viz. order letter, work completion certificate (from credential issuing authority) or proof of execution etc. to establish his credentials.

OTHER INSTRUCTION:

1. Tender Fee & EMD or Valid NSIC/ DIC/Udyog Aadhaar Memorandum Certificate, if applicable, are to be uploaded and Tender Fee & EMD or valid NSIC/ DIC/ Udyog Aadhaar Memorandum Certificate must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata - 700 043, failing which techno- commercial bid will not be opened. Details of which are as under :

(a) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for Rs. 1,770/- (Rupees One Thousand Seven Hundred and Seventy Only) as cost of Tender Document/Tender Fee.

(b) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for **Rs.85,692/-** (Rupees Eighty Five Thousand Six Hundred Ninety Two Only) as Earnest Money Deposit.

(c) Valid NSIC Certificate in case of Micro and Small Enterprises (MSEs) registered with NSIC (under single point Registration Scheme) or valid DIC Certificate or valid Udyog Aadhaar Memorandum Certificate.

2. In addition to above as mentioned in Sl. No.1, following documents are to be **UPLOADED**:

- (i) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. **2019-20, 2020-21 & 2021-22**), and the same should be audited as per relevant norms wherever required. Certificate issued by concerned Chartered Accountant on or after 01.02.2019 must incorporate UDIN (Unique Document Identification Number). In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2022, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
- (ii) Self-attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- (iii) Copy of self-attested valid GST Registration Certificate.
- (iv) Copy of self-attested ESI registration certificate, **OR** an affidavit before a first class judicial magistrate as per the format given in **Annexure-G** (in case the Tenderer is not covered under ESI Act or exempted from it). The tenderer, if not covered under ESI Act, shall, additionally, indemnify SMP, Kolkata against all damages and accidents to his laborer in a non-judicial stamp paper as per the format given in **Annexure-H**. The contractors should declare and state in the averment in the Affidavit and in the indemnity bond that in case such declaration will be found wrong and false, they will be held responsible for all consequences in respect of compliance of **The Employees State Insurance Act 1948**.
- (v) Certified copy of **valid Trade License**.
- (vi) Copy of self-attested PAN Card of the firm / company issued from Income Tax Department.
- (vii) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- (viii) Copy of valid Professional Tax clearance / Up-to-date Profession Tax Payment Challan (if applicable) / else document in support of exemption.
- (ix) Details of registration under EPF Act: Intending tenderer shall have to furnish the details of EPF Registration, failing which tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.
- (x) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed **Proforma (Form-D)**.
- (xi) Declaration of the tenderer in the form of a **COVERING LETTER** with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Proforma.

- (xii) Details of the firm as per ‘**Schedule-O**’ of the tender document.
- (xiii) A declaration has to be furnished by the tenderer stating (undertaking) that the entire tender document, GCC and addenda has fully been read and understood (**Annexure-I**).
- (xiv) A declaration has to be furnished by the tenderer instead of submitting EMD as per the attached format in Annexure-J

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

N.B.-2: Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and necessary action will be taken as per Terms & Conditions of NIT.

3. All the document as mentioned here-in-before shall have to be UPLOADED or shall have to SUBMIT, if asked for, failing which the related offer may be liable to be cancelled. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.
4. Please note that there is no provision to take-out the list of parties downloading the tender document from the website mentioned in NIT. As such bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any CORRIGENDUM uploaded against the said tender after downloading the tender document. The responsibility of downloading the related CORRIGENDUM, if any, will be that of downloading parties. **Tenders may not that non-submission of any of the aforesaid documents/ non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.**

No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non-conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender.

5. Techno-commercial bids will be opened on the schedule date of opening of techno-commercial bid. Price Bids of only techno commercially qualified bidders shall be opened on a suitable date, to be intimated beforehand.
6. The Trustees reserve the right to accept or reject the tender without assigning any reason whatsoever.
7. The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
8. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees’ working day means Monday to Friday in between 9-30 hrs. to 18-00hrs.
9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Site Inspection and Pre-bid meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in SMP, Kolkata’s website for information of all concerned and the same shall form a part of the Tender Document. Any offer having

deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderer may inspect the site prior to the date of Site Inspection and Pre-bid meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderer should accompany proper authorizations letters from their respective organizations.

10. The quoted rate should be exclusive of GST. The rate quoted in the tender shall hold good and shall be binding on the tenderer notwithstanding any increase in the prices of the materials and labour or in the freights or levy or other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.
11. **Validity of offer:** The offer shall remain valid for acceptance for a period of 120 days from the date of opening the Techno-commercial Bid. In the event of tenderer withdrawing their tender before the expiry of tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited. If tender process could not be finalized within 90 days, the EMD's to be revalidated accordingly.
12. The tenderer shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.
13. **Evaluation criteria:**
 - a) During evaluation of Price Bid, provided that the bidder have submitted their offer following e-tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.
 - b) The price offer should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.
14. If excess work is required to be carried out in addition to the quantities stipulated in BOQ, the amount will be paid on par with the quoted offer and as per actual measurement.
15. The contract document shall be drawn in English language only.
16. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal. The contractor is liable to comply with all relevant and applicable Labour Laws.

It will be the duty of the contractor to abide by the provisions of the Act, Ordinances, Rules, Regulations, By-laws and procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay / damages etc. and keep the Engineer indemnified against all penalties and liabilities of any kind of noncompliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and procedures. The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976' In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

17. Port Area Obligations:

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractor's plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this

"Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bounded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies. The contractor shall, abide by all the regulations and rules of Syama Prasad Mookerjee Port, Kolkata and those that may be issued from time to time without any extra cost to the SMP Kolkata.

Special Conditions of Contract

Notice Inviting Tender No.: SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022

1. The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The Tenderer is advised to acquaint himself with the job involved at the site, laws and by-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All costs/charges/expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and SMP, Kolkata accepts no liability in this regard.
2. Disclosure/indication of price in Techno-commercial part of the tender shall be liable to be disqualified.
3. Any quotation received for part supply or of doing a portion of the work with responsibility for carrying out remaining works by the Trustees, will not be considered.
4. No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non-conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender.
5. The contract shall be governed by the Indian Contract Act and all payments due to the Contractor under the Contract shall be made in India in Rupee Currency only. No foreign exchange is payable on this contract.
6. The Contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP, Kolkata's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
7. Security Deposit @3% will be deducted from the running bill of the successful tenderer. Such Security Deposit will be refunded after successful completion of the contract period. Attention of the tenderer is drawn to **clause no 3.4, 3.5, 3.6 of GCC regarding earnest money & security deposit and clause no.8 of GCC regarding delay/extension of time/LD/ Termination of contract.** However, amount of Security deposit will be 3% of the billed value instead of stipulated values mentioned in the aforementioned clauses of GCC.
8. Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract. Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.
9. SMP, Kolkata reserves the right to disqualify any offer, in case they are satisfied that any

bribe/commission, gift or advantage has been given, promised or offered by or on behalf of any of the Tenderer to any officer, employee or representative of SMP, Kolkata or any other person on his or their behalf in relation to the acceptance of this tender.

10. The Tenderer shall disclose the names of their Partners /Directors/ Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to SMP, Kolkata. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/ contract, if entered into, may be terminated.
11. At any time, prior to the last date of submission of Tenders, SMP, Kolkata reserves the right to amend and modify the Tender Document. Such amendment shall be hoisted in eNIVIDA Portal as well as in SMP, Kolkata's Portal and SMP, Kolkata would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderer. SMP, Kolkata may, at its discretion, alter any of the major dates like pre-bid meeting, last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment/modification.
12. The Tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse on their part for infringing any of the conditions of the tender.
13. The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/ Regulations/By-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.
14. While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.
15. **Total contract period: Two (2) years from the date of placement of order letter.**
16. The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled.
17. The tenderer/s shall distinctly understand:
 - A. That they will be strictly required to conform to the General Conditions of Contract and Specification as contained in each of its clause.
 - B. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

Tenderer/s shall also e-Sign every page of the tender documents in token acceptance thereof.

- 18. Safety:** The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall ensure that his employees observe the statutory safety rules and regulations.
- 19. Entry Permit:** The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Dock Permits:
- A.** All representatives and workers of the contractor shall possess the RFID Dock Permit issued by Dock Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, free of cost. A token charge as per applicable present rate per person per occasion will be levied for creation of new IDs in the permit system. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.
 - B.** The Contractor shall ensure that any Dock Permit issued to their workmen or representative by the Permit Office are not misused by un-authorized persons for entry into the protected dock area.
 - C.** It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
 - D.** Contractor and their workmen including driver & helper must use PPE i.e. safety helmet, safetyshoe etc. at the time of work inside the dock premises.
 - E.** The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.
- 20.** The tenderer must produce evidence with his tender that he had experience and fully capable of carrying out work of this class and magnitude and by way of proof shall submit along with his tender under '**Schedule-O**' a list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.
- 21. Cleaning during execution and after completion:**
- Any damage done to the structures during execution of work should be made good by the contractor at his own cost. On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.
- The contractor shall forward any usable material found during the course of execution at the work site or its vicinity to SMP, Kolkata store/yard, dispose of the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.
- 22. Protection of existing service:**
- The contractor must pay full attention to the fact that the existing service facilities for SMP, Kolkata are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear is the same are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

23. The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for commissioning of the work & maintenance work thereafter at no extra cost to SMP, Kolkata.
24. The contractor shall start the work on “As-is-where-is” basis of the electrical installations.
25. The Contractor shall arrange the services, if any, required from indigenous/ foreign companies at no extra cost to SMP, Kolkata.
26. SMP, Kolkata will provide general security of the entire working area. SMP, Kolkata is covered by **ISPS (International Ship and Port Facilities Security)** code. The contractor shall have to arrange for security of their materials, equipment, stock etc., if considered necessary and related coverage at his own cost for both inside & outside of dock premises.
27. The stores/equipment/plant/machineries shall strictly conform to the tender specifications and shall be capable of satisfactorily performing the duties intended for in the specification.
28. Electricity will be provided free of cost from nearest available source for carrying out the works, if necessary. Water and Toilet facility, as available within the premises, shall be extended to the Contractor’s men free of cost.
29. The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to SMP, Kolkata or the participants /visitors at the port. **The firm/ contractor shall not allow or permit employees to participate in any trade union activities, organization in and around the premises of SMP, Kolkata.**
30. The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.
31. SMP, Kolkata and the contractor will nominate a number of officers with their contact nos. indicating the chain of command at the field level that will operate within the terms of the contract to ensure minimum interruption, smooth functioning and optimum utilization of the electrical installations and the related distribution system.
32. The contractor shall conform to all the formalities as laid down in the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under in vogue and subsequent amendments, if any, while executing the contractual works.
33. Contractor shall have to arrange security for their equipment/office/stores etc. at their own cost and responsibility.
34. A Contract Agreement shall have to be executed by the contractor at his expense within 30 days from the date of issuance of Order letter by successful tenderer on a Non-judicial Stamp paper of at least Rs. 60/- as per format enclosed with the General Conditions of Contract. All correspondence between the contractor and SMP, Kolkata and all documents to be submitted from the date of opening of tender up to the issuance of work order should form part of the Contract Agreement.

35. The contract shall be drawn up in English language only.
36. The firm /contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.
37. The contract may be terminated at one month's notice by SMP, Kolkata if any one of the stipulated conditions agreed upon by the selected bidder is not met to the satisfaction of SMP, Kolkata. Further, the contract shall stand terminated automatically after completion of the work.
38. The responsibility in respect of the antecedents/Credentials of the persons engaged by the contractor rest with the contractor.
39. The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP, Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.

The account shall have to be with a bank within the ECS zone prescribed by the RBI.

40. The equipment shall be supplied and delivered at the specified site by the contractor at his own cost.
41. During course of examination of Techno-commercial Bid, the bidders if asked for shall furnish any or additional documents for the purpose of evaluation of his/their bids. The price part of bid of those bidders who qualifies in the techno-commercial part as per qualifying criteria of the NIT shall be considered for price evaluation as per terms of tender document.

42. Priority of Contract Documents:

The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

The following documents of the Contract Agreement will be in the following sequence :

- a) Letter of Intent (LoI) / Work Order
- b) Special Conditions of Contract
- c) Scope of work and Terms of Payment
- d) Bill of Quantities
- e) Instructions to the Tenderer
- f) General Conditions of Contract
- g) Any other document(s) forming part of the Contract.

43. Termination of contract and Risk Purchase Clause: Will be applicable as per **clause No. 8** of SMP, Kolkata's General Conditions of Contract.

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

45. Good Conduct: If a bidder has had previous history of “**defined misconduct**”(such as banning from/by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be ignored.

46. Whenever instances of submission of fraudulent/misleading document(s) are detected by the Port Authorities, appropriate penal action will be unleashed. It must be realized that submission of fraudulent/ forged document(s) to a Government department is not only a Civil/contractual offence, but might attract Criminal Culpability under Indian Penal Code. Competent Authority will take as per guidelines in case of detection of such fraud/forgery/deliberate misrepresentation of documents during the bidding process or afterwards.

47. TERMS OF PAYMENT:

1) Payment shall be made on execution/ monthly basis. Bill is to be complete in all respects having proper certification of the work carried out during the billing period.

2) All payments like refund of earnest money, security deposit and all bills of contractors will be paid through **ECS** (Electronic Clearing System). For this purpose the following details are to be uploaded by the contractors prior to techno-commercial bid:-

- a) Name of the Bank
- b) Name of the branch with Code No.
- c) Bank Account No.
- d) IFSC / MICRcode
- e) Type of Account: Savings / Current / Cash
Credit. [strikeout whichever is applicable]

3) The account shall have to be with a bank within the ECS Zone prescribed by the RBI. The monthly bills of the contractor will be processed for payment after deduction of all statutory taxes and duties and also the security deposit as per clause no. 3.4, 3.5 & 3.6 of the 'General Conditions of Contract' Forms and Agreement. However, amount of security deposit will be 3 % of the billed value instead of stipulated value mentioned in the aforementioned clauses of GCC. GST as applicable will be paid as per prevailing rates.

48. Taxes & Duties: The rate quoted by the tenderer should be considered to complete the work in all respect and should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.

Relevant GST Clause:

- I. Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
- II. The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with SMP, Kolkata, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's account and is finally available to the SMP, Kolkata in terms of GST Laws and that the credit of GST taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- III. SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment inconsideration payable.
- IV. Supplementary invoices/debit note/credit note for price revision to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
- V. The purchase order/work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

49. SAFETY MEASURES:

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

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

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

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

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

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

The successful bidder shall also ensure that –

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

50. DETAILED SCRUTINY OF E-TENDERS:

A. Documents are to be uploaded:

- i. GST Registration certificate.
- ii. Valid Trade License.
- iii. Valid Professional Tax Clearance Certificate / Up to date tax payment Challan (if applicable) /else document in support of exemption.
- iv. Proof of possession of valid Employees' Provident Fund (EPF) Account or Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.
- v. Proof of being registered with Employees' State Insurance Corporation (ESIC) / Affidavit and Indemnity Bond.
- vi. Details of the firm as per '**Schedule-O**' (in Volume-I) of the tender document.
- vii. 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.
- viii. Copies of balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2019-20, 2020-21 & 2021-22) and the same should be audited as per relevant norms wherever required. In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2022, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
- ix. Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- x. Cost of Tender documents / NSIC Registration certificate or DIC Certificate.
- xi. Certified copies of PAN Card.
- xii. **Valid Electrical Contractor License not required.**

- xiii.** Proforma (**Form–D**).
- xiv.** Covering Letter.
- xv.** Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- xvi.** A declaration has to be furnished by the tenderer stating (undertaking) that the entire tender document, GCC and addenda has fully been read and understood (Annexure–I).
- xvii.** Checklist of Documents to be uploaded (Annexure–J)

B. During techno-commercial evaluation of tender, an offer shall be considered non-responsive in case of non-submission of the following ‘Essential’ documents or non-fulfillment of following criteria:

- i.** It is not accompanied by requisite EMD & tender paper cost,
- ii.** It is not accompanied by NSIC/DIC/ Udyog Aadhaar Memorandum certificate as an exemption from depositing earnest money & tender paper cost,
- iii.** It does not meet the pre-qualification criteria as stipulated in the NIT,
- iv.** It is not accompanied by Company Registration Certificate, if applicable,
- v.** It is not accompanied by Power of Attorney, if applicable.

C. In addition to the above, a bidder may be disqualified if:

- 1. The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
- 2. The validity of the offer is less than tender stipulation.
- 3. All the documents required as per NIT are not uploaded or not submitted, even after asked for as shortfall documents.
- 4. The bidder provides misleading or false information in the statements and documents submitted.
- 5. Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

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

- 51.** All other terms and conditions excepting those mentioned separately shall be governed by SMP, Kolkata’s General Condition of Contract.

SCOPE OF WORK

Notice Inviting Tender No.: SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022

Work: Hiring of Silent Diesel Generator Sets for the use at various locations under Syama Prasad Mookerjee Port, Kolkata for a period of 2 years

- (a) The Scope of work includes round the clock supply of DG Sets mentioned in BOQ as per requirement against verbal/ written requisition from Engineer In Charge or his representatives. The contractor should be supplied required DG Sets within 4 hours.
- (b) The work includes supply of DG Sets mentioned in BOQ at following areas :
Entire NS Dock, Entire KP Dock – I & KP Dock – II, Quarter complex at Nimak Mahal Road and Subhas Nagar, Ramnagar CISF camp, Libyan CISF Camp, Loco Shop, Hydraulic Model Centre, GCD Yard, Truck Terminal at Sonai, GCD Extn., Dhobitala, Bhutghat, existing Truck Terminal behind ITC & added areas, Container Scanner site, HSD building, Subhas Bhawan, Surinam Jetty, EJC Yard, PSO Office, 51, CGR Road, Port Fire Office, Remount Road Qtrs., Port Land Park Qtrs., Nivedita Abasan, Kantapukur CISF Barrack, Chetla Qtrs., Guest House, Man of War Jetty, Maidan Tent, Head Office, Hillary Institute, Howrah Qtrs., Rabindra Setu Sub Station etc.
- (c) To ensure trouble free operation of DG Sets during rented period.
- (d) To ensure utilization of full rating of DG Sets, if required.
- (e) The contractor has to deploy necessary manpower/ operator for smooth operation of DG Set. One operator should be deployed for one no. DG Set. Required numbers of relievers are to be made available for uninterrupted operation of DG Set.
- (f) In case of breakdown leading to interruption of DG power supply within the jurisdiction of work, immediate action shall be taken from contractor's end for resumption of power and functioning of the system is to be made as early as practicable. During breakdown period no rent and running cost of DG Set will be considered.
- (g) No extra cost will be claimed by the contractor for transportation of DG Sets at site.
- (h) "One Day" means 24 hours.
- (i) The contractor should be supplied suitable Change Over Switches & connecting cables with DG Sets.
- (j) During the course of execution of the contract, in the event of necessity of any addition / alteration or additional work beyond the scope of work, the same shall have to be carried out by the contractor as per agreed terms & conditions.
- (k) All Dock Safety Regulations in vogue and as amended from time to time shall be applicable to the contractual work.

Penalties:

- (a) Non availability of DG Set after 4 hours shall attract a penalty as per the table furnished below:

Sl. No.	Rating of DG Set	Penalty /hour
1	30 KVA	Rs. 500.00
2	62.5 KVA	Rs. 1,000.00
3	100 KVA	Rs. 1,500.00
4	250 KVA	Rs. 2,000.00
5	500 KVA	Rs. 3,000.00

(b) Non-functioning of DG Set during breakdown leading to interruption of DG power shall attract a penalty of 1.25 times the prevailing Unit Rate of Running Cost of respective DG Sets per hour.

TOOLS, TACKLES and CONSUMABLES :

- A)** Required tools and tackles proposed to be used for execution of work mentioned in the tender including safety accessories are to be provided by the firm at his cost.
- B)** The Contractor shall make available the various tools and tackles that are required for operation and maintenance of the system/ equipment.
- C)** The following are the minimum tools and tackles that are required to be made available at site all the time:
 - a. Tools:**
 - i. Tool Kit consisting of Screw Driver Set, Nose Pliers, and Cutting Pliers, Test lamp, Tester, Screw Driver, Adjustable Spanner, Hacksaw and Frames.
 - ii. Digital clamp -on multi-meter.
 - iii. Megger (for both LT).
 - b. Consumables:** Consumables like Insulating Tape, wire brushes, test lamps, jute etc., as per the requirement is under the contractor's scope.

Provision of Safety gears:

The Contractor shall at his own cost, provide safety gears, i.e., Helmet, insulating Gloves for Electrical Works, cotton gloves, safety shoes, rainy wears, reflective jacket, Soap, Sanitizer, Gloves, Masks to his staff. The Contractor shall provide first aid box for his staff as per the direction of Engineer-in-charge. The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation, 2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and also code of practice for fire safety of buildings (general): Electrical Installations IS: 1646:1997 and code of practice for earthing IS 3043:1987 and Dock safety rule & regulation.

Note:

Other Items specifically not mentioned in the T.S. shall be as per BOQ. Any other item required for execution of the work but specifically not mentioned either in the BOQ or the T.S. shall be deemed to be included in the rates . Any claim in this regard on the plea that the item is not specifically mentioned shall not be entertained.

Cleaning of site:

On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. Contractor should also clean the site as required during execution and fully clear the site after completion of all the works. Any holes/drillings/openings/damages made on the wall/roof for drawing of cables/installation of equipment shall be made good by the tenderer at his own cost.

Preamble to Bill of Quantity & BOQ

1. 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 familiarize himself with the total scope of work and its mode of execution.
2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
4. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
5. Where separate items such as mobilization, demobilization, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
6. Without affecting the generality of the foregoing provisions, the prices entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-
 - a. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 - b. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
 - c. Setting out including measurement and supervision.
 - d. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel.
 - e. All First Aid, Welfare and safety requirements.
 - f. Damage caused to the works, plants, materials and consumables stores caused by weather.
 - g. License, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.

7. The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.
8. The overall lowest offer received after totaling the amount of all the BOQ items shall be considered for acceptance by the Trustees.
9. The Total obtained by addition of individual amount against each BOQ item should be correct. Price has to be submitted for all the BOQ items. Any deviation from this will lead to rejection of your offer.

PRICE BID / Bill of Quantity (BOQ)

Name of the work: Hiring of Silent Diesel Generator Sets for the use at various locations under Syama Prasad Mookerjee Port, Kolkata for a period of 2 years

Sl. No.	Item Description	Qty.	Unit	Unit Rate (Rs.)	Amount (Rs.)
1(a)	Supply of 30 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set with operator and suitable Change Over Switch & connecting cables without fuel on hired basis at site	15	Days		
1(b)	Fuel cost for running of 30 KVA, 415V, 3–Phase, 50 Hz Silent Diesel Generator Set	360	Hrs.		
2(a)	Supply of 62.5 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set with operator and suitable Change Over Switch & connecting cables without fuel on hired basis at site	15	Days		
2(b)	Fuel cost for running of 62.5 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set	360	Hrs.		
3(a)	Supply of 100 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set with operator and suitable Change Over Switch & connecting cables without fuel on hired basis at site	15	Days		
3(b)	Fuel cost for running of 100 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set	360	Hrs.		
4(a)	Supply of 250 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set with operator and suitable Change Over Switch & connecting cables without fuel on hired basis at site	15	Days		
4(b)	Fuel cost for running of 250 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set	360	Hrs.		
5(a)	Supply of 500 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set with operator and suitable Change Over Switch & connecting cables without fuel on hired basis at site	15	Days		
5(b)	Fuel cost for running of 500 KVA, 415V, 3 – Phase, 50 Hz Silent Diesel Generator Set	360	Hrs.		
Total					

The quantity above may increase or decrease as per requirement for which payment will be made as per actual.

1. The rate quoted should be exclusive of GST and should be considered to complete the work in all respect.
2. GST will be paid extra at applicable rates at the time of supply of goods and services.

3. **Escalation /de-escalation clause** : Syama Prasad Mookerjee Port, Kolkata will reimburse the proportionate escalated / de -escalated rates of fuel to the contractor on differential amount due to change in fuel rate of IOC keeping aside other components like his profit, overhead charges, etc. Such escalation is only applicable for Fuel Cost for running of DG Set mentioned in BOQ of the tender for the operating hours of the DG Set in the following formula:

Escalation Amount for any period = (Fuel Rate of IOC during supply of DG Set – the prevailing rate of IOC for Fuel as on the date of opening of Techno -commercial Bid)/ the prevailing rate of IOC for Fuel as on the date of opening of Techno -commercial Bid] x Unit Rate of Running Cost of corresponding DG Set x nos. of operating hours of the particular DG Set.

Similarly, if the rate of Fuel of IOC is lesser than the prevailing rate of IOC as on the date of placement of order letter, the resulting amount as calculated in the above formula shall be deducted from the contractor's bill.

Note:

1. The quantity above may increase or decrease as per requirement for which payment will be made as per actual.
2. The rate quoted should be exclusive of GST and should be considered to complete the work in all respect.
3. GST will be paid extra at applicable rates at the time of supply of goods and services.

PRICE SHOULD BE EXCLUSIVE OF GST

Profile of Tenderer / FORM -D

This is to confirm that we agree to abide by all the terms and conditions of this NIT No. SMP/KDS/Mech/SE-II/ADV/617 dated 23.09.2022, those mentioned in the “General Conditions of Contract” enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any. Our relevant particulars are furnished hereunder:

Particulars	To be filled in by the Tenderer or to be mentioned as “none ”
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station.	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

Date

Signature of the Tenderer

Office seal of the Tenderer

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

Covering Letter

Ref. No.....

Date:

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for.....

(NIT No. SMP/KDS/Mech/SE-II/ADV/..... Dated.....and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to SMP, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, (Name of Tenderer) hereby undertake that we will abide by the decisions of SMPK in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard. We further acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following:

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind.

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by SMPK thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of T e n d e r e r

Name:

Designation:

Date:

Seal of the tenderer.....

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE – “O”

Tenderer must fill in the undernoted column:

Sl. No.	Full particulars of similar works carried out by Tenderer	Value of work in Rs.	Contract completion time	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Details of Authorities to whom reference can be made		
						Full Postal Address	Phone/ Mobile No.	Email ID
1.								
2.								
3.								

Attach additional sheet(s), if required.

SCHEDULE – “O”

Sheet – 2

The Tenderers are also requested to furnish the following particulars:

A. In case of a Limited Company:

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

SCHEDULE – “O”

Sheet – 3

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 :

SCHEDULE – “O”

Sheet – 4

C. In case of an Individual:

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

DATED, t h e

Signature of Tenderer

**FORMAT OF AFFIDAVIT
On the Rupees Ten Non – Judicial Stamp Paper**

**BEFOR THE 1ST CLASS JUDICIAL MAGISTRATE AT-----
AFFIDAVIT**

I.....son of.....aged about.....Years,
by faith....., by occupation....., residing at.....
-----do hereby solemnly affirm and declare as follows:

1. That I am the proprietor/Partner of ----- having office at ----- and
carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at SMP, Kolkata, the same should be
mentioned in affidavit.)

2. THAT my aforesaid Firm is exempted from E.S.I Act and the said Firm has no valid E.S.I
Registration.

3. THAT the present affidavit is to be files before the SMP, Kolkata as per the clause no -----
----- of Tender no ----- issued by SMP, Kolkata in respect of the work (the name
of the work is to be mentioned)

That the statements made above are all true to be the best of my knowledge and belief.

That in the event the declaration is found to be wrong and false, I will be held responsible for all
the consequences in respect of compliance of The Employees State Insurance Act, 1948

DEPONENT

Identified by me

(FORMAT OF INDEMNITY BOND)
On the Rupees Fifty Non – Judicial Stamp Paper

INDEMNITY BOND

By THIS BOND I, Shri/Smt _____, son of Shri/Smt _____
_____ Residing at _____ by
Occupation -----the Partner/Proprietor/Director-----having office at ----
----- am a tenderer under Mechanical Engineering Department, SMP, Kolkata (A
statutory body under MPT Act, 1963)

2. WHEREAS , the said SMP, Kolkata asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Mechanical Engineering Department, SMP, Kolkata against all damages and accident to the Laborer Tenderer/contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/contractor named herein above shall indemnify the SMP, Kolkata AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Laborers of the Tenderer/contractor as demanded by the SMP, Kolkata and which shall be legal and /or claimed by the SMP, Kolkata during the execution of the work stated in the NIT No _____ of _____
4. AND the contractor hereunder agrees to indemnify and at all times keep indemnified the SMP, Kolkata and its administrator and representative.
5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director ----- Hereto
Set and seal this the _____ Day of _____ In the year _____ at _____
_____.

Sureties

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness

Signature

Name:

Address:

Signature of the Indemnifier

Annexure -I

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

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

Ref. No.....

Date

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata - 700 043

Dear Sir,

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

We are submitting this undertaking in lieu of submission of signed copy of the full Tender document.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

Checklist for Documents to be Uploaded

[Bidder to submit this document completely filled up for evaluation of its offer]

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT		Details of Documents as Uploaded
1	Earnest Money (details of DD no./Banker's Cheque No. with date or NSIC No. with validity period, if applicable, to be mentioned here)		
2	Tender Fee (details of DD no./Banker's Cheque No. with date or NSIC No. with validity period, if applicable, to be mentioned here)		
3	PAN No.		
4	Trade License Details		
5	Electrical Contractor License Details (No. & Validity period)		
6	ESI Regn. No. (If registered)		
7	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)		
8	PF Regn. No.		
9	GST Regn. certificate No.		
10	Professional Tax No.		
11	Undertaking (Annexure-I) Uploaded (Yes/No)		
12	Form -D, Covering letter Uploaded (Yes/No)		
13	Schedule 'O' Uploaded (Yes/No)		
14	Status of Tenderer (i.e. Pvt. Ltd./Partnership/Proprietorship etc.)		
15	Bid Securing Declaration Form Uploaded (Annexure-J)		
16	"Financial Turnover (Average of Last 3 year turnover shall be 30% of the Tender value)"	FY: 2019-20	
		FY: 2020-21	
		FY: 2021-22	
		Name of Bank with Code	
		Branch Name	
		Type of A/C	
16	Details as required for ECS Payment [Scanned copy of canceled cheque is to be uploaded.]	A/C no.	
		MICR Code	
		IFSC No.	

Note: No field is to be left blank.

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

KOLKATA PORT TRUST



MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata – 700 043.

GENERAL CONDITIONS OF CONTRACT

FORMS AND AGREEMENTS

SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92 OF
THE 6TH MEETING HELD ON 27TH MAY, 1993.

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.

"Employer" or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

"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.

"Contractor" means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.

"Engineer" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.

"Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.

"Work" means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.

"Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

"Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

"Specifications" means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

"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.

"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.

"Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

"Site" means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

"Contract Price" means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.

"Month" means English Calendar Month.

"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)

Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.

The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.

The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative

The Engineer shall have full power and authority

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alternation and modification of the work and for extra works.
- (d) to issue certificates as per contract
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

The Engineer's representative shall:

- (a) watch and supervise the works,
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

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

Provided also as follows:

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, bracing-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall 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 Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.

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

(c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.

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

(f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing.

Corrections, if any, shall only be made by scoring out and initialing of the revised figure.

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 regards shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

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

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% 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 Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs.
B	Rs. 5,000/-	2,00,000/- Any tender priced up to
C	Rs. 2,500/-	Rs.1,00,000/-
		Any tender priced up to Rs.50,000/-

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

(i) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.

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

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

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
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/- + 7 1/2% on the balance	1% on first Rs.10,0,000/-+1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,0,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

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

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

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

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

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

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

- i. The Indian Contract Act, 1872.
- ii. The Major Port Trust, Act, 1963.
- iii. The Workmen's Compensation Act, 1923.
- iv. The Minimum Wages Act, 1948.

- v. The Contract Labour (Regulation & Abolition) Act, 1970.
- vi. The Dock Workers' Act, 1948.
- vii. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

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

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.

Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. If not torn or mutilated on being regularly used at site.

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.

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.

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.

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.

Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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 authorized 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.

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.

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.

From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

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

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

The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
- (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

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

The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site 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.

Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever

necessary.

(d) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

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.

The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.

The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

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

(e)

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

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

Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any actor 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.

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

Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

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.

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.

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

- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
- (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19¼% extra over the higher one of the followings:
 - i. The issue rate of the materials at the Trustees' Stores, and
 - ii. The market price of the material on the date of issue as would be determined by the Engineer.

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 and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

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:

- i. Otherwise provide for in the contract, or
- ii. Necessary by reason of some default on the part of the Contractor, or
- iii. Necessary by reason of climatic conditions on the site, or
- iv. Necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

6. TERMS OF PAYMENT:

No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

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.

Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment there of against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the

Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.

At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that

- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
- ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
- iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
- iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
- v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
- vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee 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 Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

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

No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

7. VARIATION AND ITS VALUATION:

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.

The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

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

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.

Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that

verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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

8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT.

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, lockouts, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall there upon 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 Damages" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.

b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days' notice in writing has been given to the contractor by the Engineer or his Representative.

Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.

- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.

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.

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

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT:

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 the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.

The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relive the Contractor of his obligations under the contract for full and final completion of the work.

On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the

Contractor.

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.

If, however, the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

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.

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.

The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

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.

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.

Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.3.8. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.4. Provided always as follows:

- (a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.
- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5(b) and 8.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO......

To,

.....
.....
.....

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

THE TOTAL AMOUNT OF TENDER Rs.

(Repeat in
words).....
.....

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

(* This should be scored out in the case of labour contracts)

I/We have deposited with the Trustees' Financial Advisor & Chief Accounts Officer / Manager (Finance),
Haldia Dock Complex vide Receipt No of as Earnest
Money.

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature
Name
(In Block Letters)
Address
.....
Occupation

Name of the Tenderer
(In Block Letters)

Dated
Address
.....

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

THIS AGREEMENT made this day of 200..... between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

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

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

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

Was hereunto affixed in the presence of:

Name
Address
.....

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name

Address:

.....

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

Name.....

Address:

KOLKATA PORT TRUST

FORM G.C.1

Contract
Address
.....

..... Date of Completion
.....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....
Estimate Number E.E.Odt
C.E.Odt
Work Order Number
Allocation
Contract Number

Which was carried out by you is in the opinion of the undersigned completing in every respect on the
..... Day of20..... in accordance with
clause 62 of the General Conditions of Contract and under the provisions of
the Contract for a period of Days / weeks / months / years.

From the day of 20
of the day of 20

Signature (.....)
(Engineer / Engineer's Representative)

Name.....
Designation.....

Office Seal
c.c. to The Deputy Chief Engineer ()
The Deputy Manager ()
Financial Adviser & Chief Accounts
Officer/ Manager (Finance), Haldia
Dock Complex.

KOLKATA PORT TRUST

FORM G.C.2

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

CERTIFICATE OF FINAL COMPLETION
This is to certify that the following works viz.

Name of Work
Estimate No. E.E.O. No. dt
C.E.O. Nodt
Work Order Nodt
Contract No
Resoln. No & Meeting No
Allocation

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

Signature (.....)
(Engineer / Engineer's Representative)

Name.....
Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

(‘No Claim’ Certificate From Contractor)

The Engineer
Kolkata Port
Trust Kolkata /
Haldia

(Attn.....)

(Address, the Trustees’ Official,
mentioned in the work Order and
under whom the Contract was
executed)

Dear Sir,

I/We do hereby declare that I/We have received full and final payment from Kolkata Port Trust for the execution of the following work, viz.

Name of Work

Work Order No dt

Contract Nodt.....

Agreement No

.....dtand I/We have
no further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of

Contractor)

Date.....

Name of Contractor

Address

.....

(Official Seal of the Contractor)

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

To
The Board of
Trustees for the
Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

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

(hereinafter referred to as “The Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per

Work Order) in terms of the Work order No
.....

dated..... (hereinafter referred to as “the said contract”), for the due fulfillment by the contractor

of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs
.....

..... (Rupees.....)

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

..... (Rupees.....)

We.....Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata...../Haldia shall have no

right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker’s

Cheque drawn in favour of “Kolkata Port Trust”, without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....
.....(Name of Bank),
.....Branc
h,
Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact
that We,Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

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

.....19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to

..... Or any extension thereof made by us,Branch, Kolkata

...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkata

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)

ADDENDUM

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

i. Earnest Money: Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.

ii. There will be no minimum ceiling of Earnest Money which will be @ 2% of estimated cost of projects up to Rs.10 crores. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crores.

iii. Upto Rs.10 lakh Earnest Money will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.

iv. Refund of Earnest money to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.