

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
(Formerly Kolkata Port Trust)
हल्दिया गोदि परिसर
HALDIA DOCK COMPLEX



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

PLANT AND EQUIPMENT DIVISION
under
ENGINEERING DEPARTMENT
INVITE E-TENDER

[Tender No.: SDM-PE/T/02/2023-2024]
FOR

**DESIGN, SUPPLY, DELIVERY, ERECTION AND COMMISSIONING OF
LATTICE TOWERS AT DIFFERENT LOCATIONS OF HALDIA DOCK
COMPLEX, SMP, KOLKATA.**

[Under Two part system]

April - 2023

TABLE OF CONTENTS

[Tender No.: SDM-PE/T/02/2023-2024]

PARTS	Sections	CHAPTER DESCRIPTION	PAGE NO.
PART-1		BID INVITING	
	I	Short e-Tender Notice	1
	II	Notice Inviting e-Tender	2 - 4
	III	Schedule Of Tender (SOT)	5 - 7
PART-2		BIDDING PROCEDURES	
	IV	Instructions for Online Bid Submission	8 - 10
	V	Instructions To Bidders (ITB)	11 - 25
	VI	Technical Specification & Scope of Work	26 – 30
	VII	Price Schedule	31 - 32
PART-3		CONDITIONS OF CONTRACT	
	VIII	General Conditions of Contract (GCC)	33 - 85
	IX	Special Conditions of Contract (SCC)	86 - 126
PART-4		BIDDING FORMS, CHECKLIST AND CONTRACT FORMS.	
	X	Bidding Forms [I to VIII]	127 - 142
	XI	Checklist	143 - 144
	XII	Contract Forms [I to VII]	145 – 157

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

HALDIA DOCK COMPLEX

SHORT E-TENDER NOTICE

[Tender No.: SDM-PE/T/ 02/2023-2024]

Online e-tenders are invited for the work of “Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata”.

Date of Pre-Bid meeting: **24.04.2023 at 11:00 Hrs.** onwards (off-line).

Closing date & time of online submission of e-tender: 16.05.2023 up to 15:00 Hrs.

Estimated Cost: ₹ 1,47,30,345.00 (excluding GST).

For details of tender and any corrigendum / addendum, please visit

<https://kopt.enivida.in> of eNivida Portal of RailTel.

or

<https://eprocure.gov.in/epublish/app> of Central Public Procurement Portal, Government of India.

or

<https://smportkolkata.shipping.gov.in> of Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust).

However, intending bidder shall have to participate in bidding process through <https://kopt.enivida.in> only.

Date:12.04.2023

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

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)
HALDIA DOCK COMPLEX
NOTICE INVITING E-TENDER

[Tender No.: SDM-PE/T/02/2023-2024, issues on 12.04.2023]

E-Tenders, under two part system [Part I: Techno-commercial Bid and Part II: Price Bid] are invited on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK), from the intending bidders, fulfilling the “Minimum Eligibility Criteria (MEC)” and possessing the required documents (mentioned below), for the work of “Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata”.

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

2.1.1 The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2022, must be at least ₹ 44,19,103.50. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2019-2020, 2020-2021 & 2021-22, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder should upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2019-2020, 2020-2021 & 2021-22, along with Audited Balance Sheets and Profit & Loss Accounts.

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

a) Three similar completed work of contract value not less than ₹ 58,92,138.00 each.

Or

b) Two similar completed work of contract value not less than ₹ 73,65,172.50 each.

Or

c) One similar completed work of contract value not less than ₹1,17,84,276.00.

The term “*Similar Work*” means -

“Erection and commissioning of lattice towers/ steel structural work, at Port Sectors / Central Govt. / State Govt. / PSU / Other Reputed Organisations”.

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

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

Work Experience related to repair work shall not be considered as requisite qualification.

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

2.2 **DOCUMENTS TO BE UPLOADED:**

2.2.1 **ESSENTIAL DOCUMENTS:**

- i) Scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2019-2020, 2020-2021 and 2021-2022, along with Audited Balance Sheets and Profit & Loss Accounts, in support of MEC, as per **Clause No. 2.1.1.**
- ii) Scanned copies of work order(s) for similar work, successful Completion Certificates (with performance) from clients, indicating the date of completion, value of work done, etc., in support of MEC, as per **Clause No. 2.1.2.**
- iii) Scanned copy of Power of Attorney (if applicable).

Note: In case the tender is submitted by the Proprietor of the Firm, Power of Attorney would not be required.

2.2.2 **OTHER DOCUMENTS**

- i) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- ii) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- iii) Certificate for allotment of **Employees' Provident Fund (EPF) Code No. [Latest challan]** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration [in the form of Affidavit, in line with the enclosed Format (Bidding Form)], in this regard.
- iv) Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable.

If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit** [Format enclosed (Bidding Form)], **affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration [as per the Format enclosed (Bidding Form)], confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust)** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder [Format if Indemnity Bond enclosed (Contract Form)].

- v) PAN Card, issued by Income Tax Department, Government of India.
- vi) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** to get benefit in this regard.

- 2.3** The bidders are required to submit bid as per the instructions of the instant Bidding Documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents is not submitted by the Bidder. Essential documents include documents mentioned in **Clause no. 2.2.1**, Bid Document fee and Earnest Money Deposit or Document(s) for availing exemption of Bid Document Fee & Earnest Money Deposit (including Bid-securing Declaration), as applicable.

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

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

- <https://kopt.enivida.in> of eNivida Portal of RailTel.
- <https://eprocure.gov.in/epublish/app> of Central Public Procurement Portal, Government of India.
- <https://smportkolkata.shipping.gov.in> of Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust).

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

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the *electronic bidding process through the website of RailTel [eNivida Portal (<https://kopt.enivida.in>)] only.*

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

SCHEDULE OF TENDER (SOT)

[Tender No.: SDM-PE/T/02/2023-2024]

3.1.	Name of work	::	Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.
3.2.	Tender Inviting Authority	::	General Manager (Engg.) Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
3.3.	Mode of Tender	::	e-Procurement System Online (Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid) through https://kopt.enivida.in of eNivida Portal of RailTel . <i>No physical tender is acceptable by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.</i>
3.4.	Estimated Cost	::	₹ 1,47,30,345.00 (excluding GST).
3.5.	Fees & Deposits		
	i) RailTel Tender Processing Fee (Non-refundable)	::	<p>a) Mode of Payment: - E-payment Only through Debit / Credit Card or Net Banking.</p> <p>b) Tender Processing Fee (TPF)- 0.1% of the Estimate Cost (Minimum ₹ 750.00 and Maximum ₹ 7,500.00) plus GST @ 18%.</p> <p>c) Registration Charges: ₹ 2,000.00 + applicable GST, per year.</p> <p><u>Note:</u></p> <p>i) The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission.</p> <p>ii) Bidders are required to ensure that their corporate e-mail ID provided is valid and updated at the stage of registration of vendor with RailTel's eNivida Portal [https://kopt.enivida.in] (i.e. Service Provider).</p>
	ii) Bid Document Fee (Cost of Bidding Documents) (Non- refundable)	::	<p>The intending bidders should deposit ₹ 1,770.00 (Indian Rupees: One thousand seven hundred and seventy) only [including GST @ 18%], as Bid Document Fee (non-refundable), to Haldia Dock Complex. Otherwise, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>For exemption of Bid Document Fee [<i>applicable for Micro & Small Enterprises (MSEs) only</i>], the Bidders</p>

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

			<p>shall have to upload the scanned copy of the certificate from MSME / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. Authority.</p> <p><u>Mode of Payment:</u> - E-payment only through Debit / Credit Card or Net Banking / eWallet / UPI.</p> <p>Bidders shall have to select the payment option as “e-payment” to pay the Bid Document Fee (Tender Fee) [if applicable] and enter details of the instrument.</p>
	iii) Earnest Money Deposit (EMD)		<p>The intending bidders must deposit ₹ 2,94,607.00 (Indian Rupees: Two lakh ninety-four thousand six hundred and seven) only, as Earnest Money, to Haldia Dock Complex. Otherwise, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>For exemption of Earnest Money Deposit (EMD) [applicable for Micro & Small Enterprises (MSEs) only], the Bidders shall have to upload the scanned copy of the certificate from MSME / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. Authority.</p> <p>Bidders claiming exemption of EMD are however required to submit (scanned copy shall have to be uploaded) a signed Bid-securing Declaration, as per format attached [Bidding Form-II].</p> <p><u>Mode of Payment:</u> - E-payment only through Debit / Credit Card or Net Banking/ eWallet/ UPI.</p> <p>Bidders shall have to select the payment option as “e-payment” to pay the EMD [if applicable] and enter details of the instrument.</p>
3.6.	Bid Validity	::	180 days.
3.7.	Completion Period	::	8 months.
3.8.	Defect Liability Period / Guarantee Period	::	12 months.
3.9.	Security Deposit / Performance Guarantee	::	10 % of the Contract Value (excluding GST) till date of completion and during Defect Liability Period.
3.10.	Date, time and venue of Pre-Bid Meeting (offline).	::	<p>24.04.2023 at 11:00 Hrs (IST).</p> <p>Office of Sr. Dy. Manager (P&E);</p> <p>Chiranjibpur; P.O. Haldia;</p> <p>Dist. Purba Medinipur;</p> <p>PIN: 721 604; West Bengal; India</p>

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

3.11.	i) Publish date of e-Tender at https://kopt.enivida.in	::	13.04.2023
	ii) Closing date & time of submission of e-Tender at https://kopt.enivida.in	::	16.05.2023, up to 15:00 Hrs. (IST).
	iii) Date & time of opening of Part-I (Techno-commercial Bid).	::	16.05.2023, 15:30 Hrs. (IST) onwards.
	iv) Date & time of opening of Part-II (Price Bid)	::	Shall be informed separately.
3.12.	Address of the Employer	::	Syama Prasad Mookerjee Port, Kolkata [SMP, Kolkata] (Formerly Kolkata Port Trust). 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.13.	Address of Engineer	::	General Manager (Engineering) Haldia Dock Complex; Syama Prasad Mookerjee Port, Kolkata. <u>Address:</u> Engineering Department Jawahar Tower Complex; P.O.: Haldia Township; Dist.: Purba Medinipur; PIN: –721607 West Bengal, India. Telephone no.: + 91-3224- 264496 e-mail : aganesan.hdc@kolkataporttrust.gov.in
3.14.	Address of the Engineer's representative	::	Shri S. Chakraborty, Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building (1 st floor), Chiranjibpur; P.O. Haldia, Dist. Purba Medinipur; PIN: 721 604; West Bengal, India. Telephone no. : + 91-3224-252662 Mobile no. : + 91 94347 35407 e-mail : schakraborty.hdc@kolkataporttrust.gov.in

Date: 12.04.2023

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

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

SECTION - IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION

4.1 Introduction:

- 4.1.1** Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.
- Further, bidders are requested to go through the following information and instructions available on the **<https://kopt.enivida.in>** of **eNivida Portal of RailTel**, before responding to this e-tender :
- Bidders Manual Kit
 - Help for Contractors
 - FAQ
- 4.1.2** Intending Bidders are requested to read the vendor guide and see the video in the web-page **<https://kopt.enivida.in>** to familiarize them with the system before bidding.
- 4.1.3** The intending bidders are requested to go through the “**Instructions To Bidders (ITB)**” and contents of this bidding document, including all terms & conditions and ‘Technical Specification & Scope of Work’, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.
- 4.1.4** **SPECIAL NOTE:**
THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT <https://kopt.enivida.in> only.
- 4.1.5** Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with **RailTel** are pre-requisites for the instant e-Tendering.
- 4.1.6** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website **<https://kopt.enivida.in>**.
- 4.1.7** All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.
- 4.1.8** The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- 4.1.9** E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.
- 4.1.10** **The intending bidders are requested to submit their bids, keeping sufficient time in hand.**
- 4.1.11** In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / RailTel, well in advance, keeping sufficient time in hand.

Contact person (Haldia Dock Complex):

- (i) Shri S. Chakraborty
Designation: Sr. Dy. Manager (P&E)
Mobile No.: + 91 94347 35407
Landline: + 91-3224-252662
E-mail : schakraborty.hdc@kolkataporttrust.gov.in
- (ii) Shri D. Mallik
Designation: Deputy Manager (P&E)
Mobile No.: + 91 94340 31335
Landline: + 91-3224-252663
E-mail : dmullick.hdc@kolkataporttrust.gov.in

Contact persons (RailTel Portal):

- (i) Mr. Navneet Mishra
Mobile No.: + 91 93550 30630
E-mail: eprochelpdesk.17@gmail.com
- (ii) Mr. Tariq Anwar
Mobile No.: +91 93550 30608
E-mail: eprochelpdesk.35@gmail.com

4.1.12 Bidding in e-tender:

- i) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Documents, as a token of acceptance of the Terms & Conditions laid down by SMPK.
- iii) The bidders must upload all the documents required as per the instant Bidding Documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant Bidding Documents (including Notice Inviting e-Tender), shall not be considered.
- iv) Bidders shall have to select the payment option as “e-payment” to pay the Bid Document Fee (Tender Fee) / EMD [if applicable] and enter details of the instrument.
- v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc.. The bidders should follow this time during bid submission.
- vi) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** shall have to be submitted (uploaded) to get benefit.
- vii) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- viii) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

4.2 Other Instructions related to e-Procurement:

- 4.2.1** The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- 4.2.2** The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://kopt.enivida.in>. Tenders will be opened electronically on specified date and time as given in the Bidding Document.
- 4.2.3** During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- 4.2.4** Information about tenders / corrigendum uploaded and notices & correspondence with the bidder(s) shall be sent by email only during the process till finalization of tender by HDC, SMP, Kolkata. Hence, the intending bidders are required to ensure that their corporate e-mail ID provided is valid and updated at the time of registration of vendor with <https://kopt.enivida.in>. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.2.5** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 4.2.6** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-tendering portal of RailTel.
- 4.2.7** No deviation/variation of the Techno-commercial terms and conditions of the Bidding Documents will be considered by HDC, SMP, Kolkata. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the Techno-commercial terms and conditions of the Bidding Documents.
- 4.2.8** HDC, SMP, Kolkata reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.2.9** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.2.10** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, SMP, Kolkata will form a binding contract, between HDC, SMP, Kolkata and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 4.2.11** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.2.12** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.2.13** HDC, SMP, Kolkata, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

SECTION - V

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations:

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

5.2 Fraud and corruption

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

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

coercive practices during the procurement or the execution of that contract;

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

and

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

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

5.3 Eligible bidders

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

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

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

Or

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

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

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

5.4 Authority in signing the bid / offer

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

- 5.4.2** In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.4.3** In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.4.4** Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

B.

CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

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

5.6 Clarifications, information, etc. for bidding

5.6.1 Location of Haldia Dock Complex

Haldia Dock Complex is located at the confluence of River Haldi & River Hooghly at Latitude 22°2' North & Longitude 88°6' East, at about 130 km upstream from Sand heads and 104 km downstream of Kolkata.

5.6.2 The location of the Site of Work

Power House to G M Yard Area , in the Dock Zone & Industrial Zone of Haldia Dock Complex, Chiranjibpur, Dist.: Purba Medinipur, West Bengal, Haldia-721604.

5.6.3 Access to the Site of Work

a) By Road:

National Highway (N.H.-116) connect Haldia with Kolaghat and State Highway connect Haldia with Mecheda.

b) By Rail:

S. E. Railway Branch Line connects Haldia Railway Station with the Panskura Railway Station / Mecheda Railway Station.

c) All-weather hard top roads, approachable from National Highway (N.H.-116), State Highway & Haldia Railway Station, exist right up to the area of Work.

- 5.6.4** A prospective bidder requiring any clarification of the instant Bidding Documents shall contact Sr. Dy. Manager (P&E), HDC, in writing, or raise their queries during the Pre-bid meeting.

The prospective bidders are requested to submit their queries / observations / suggestions / requests for clarification, in connection with the instant Bidding Documents, in advance, to enable SMP, Kolkata to prepare response / clarifications and make pre-bid meeting meaningful.

- 5.6.5** As indicated in the Schedule of Tender, pre-bid meeting will be conducted off-line on behalf of HDC, SMP, Kolkata. The purpose of this pre-bid meeting will be to clarify issues and to answer questions on any matter (in connection with the instant Bidding Documents only) that may be raised at that stage.

Authorised representative(s) of the prospective bidders will be allowed to attend the Pre-bid meeting, which will be held on the date, time & at the venue stipulated in the Schedule of Tender (SoT).

The designated representative(s), who will be deputed to attend the pre-bid meeting, should submit their authorization in this regard. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means. The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal & Government of India and other statutory bodies from time to time. The Bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may be necessary for preparing the Bid.

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

- 5.6.6** The prospective bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

- 5.6.7** Unless otherwise notified, all the queries / observations / suggestions / requests for clarification (related to the instant Bidding Documents only) [including the queries / observations / suggestions / requests for clarification raised during pre-bid meeting], received till the date of pre-bid meeting, will be considered. SMP, Kolkata's response / clarifications (including description of queries / observations / suggestions / requests for clarifications, but without identifying its source), in this regard, will be communicated to all the known prospective bidders (i.e. who would attend pre-bid meeting or submit queries / observations / suggestions or requested

for clarification), in writing, well in advance to the last date of submission of bids. The aforesaid queries / observations / suggestions / requests for clarification and SMP, Kolkata's response / clarifications will also be hosted in the websites, as specified in the Notice Inviting e-Tender.

Any modification to the Bidding Documents, which may become necessary as a result of the SMP, Kolkata's response / clarifications, so issued, shall be made through the issue of an addendum / corrigendum, pursuant to ITB.

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

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

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

5.6.9 Particulars of Existing Work

Such information, as may be given in the specification as to the existing features & work, other than those now under construction, as part of the present Haldia Dock Complex, given without warranty of accuracy and neither the Employer, nor the 'Engineer' will be liable for any discrepancies therein.

- 5.6.10** Necessary Gate Pass / Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of SMP, Kolkata, available at <https://smpportkolkata.shipping.gov.in> of **Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust)**], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

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

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

5.7 Amendment of Bidding Documents

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

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

C. PREPARATION OF BIDS

5.8 Cost of bidding

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

5.9 Language of Bid

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

5.10 Documents comprising the Bid

5.10.1 The Bid shall comprise of the following: -

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

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

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of **RailTel [eNivida Portal (<https://kopt.enivida.in>)]** only.

5.11 Form of Tender

The bidder shall have to submit (upload) the **“FORM OF TENDER”**. This form **must be completed without any alterations** to its format [as per Bidding Form-I], and no **substitutes shall be accepted**. **All blank spaces shall be filled in** with the information requested. Such **duly filled in “FORM OF TENDER”**, duly signed by

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

the authorised person, should be uploaded.

5.12 Price Schedule

5.12.1 The Bidder shall quote their price on-line (**through e-Nivida portal only**) as per the 'Price Schedule' [**Section – VII**], without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation.

5.12.2 The Bidder should submit (upload) the **unpriced** format [**PRICE SCHEDULE**], of the instant Bidding Documents, duly signed & stamped as token of acceptance.

5.13 Bid Prices

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

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

5.13.3 The prices and rates entered (electronically through e-Nivida Portal) by the Bidder, shall be based on the Price Schedule, which include, inter alia, all costs and expenses involved in or arising out of the following:

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

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

5.13.5 Rates & amounts, quoted by the bidder in the "**PRICE SCHEDULE**" [**Section – VII**], include all taxes & duties of Central/ State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, all incidental charges and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in these Bidding Documents.

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

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

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

- 5.13.6** All quoted price(s), will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder (Offer based on percentage is not applicable).

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

- 5.13.7** The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

5.14 Currencies of Bid

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

5.15 Period of validity of bids

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

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

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

5.16 Earnest Money Deposit (EMD)

- 5.16.1** The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

The intending bidders, claiming exemption of EMD, should upload Bid-securing Declaration, in lieu of EMD, as specified in the **Schedule of Tender (SoT)**.

- 5.16.2** Scanned copies of the Documents related to deposition of Bid Document Fee / Document(s) for availing exemption of Bid Document fee and Documents related to deposition of Earnest Money Deposit / Document(s) for availing exemption of Earnest Money Deposit [including Bid-securing

Declaration] are to be uploaded during submission of the e-tender.

- 5.16.3** Failing to deposit the Earnest Money/ Document(s) for availing exemption of Earnest Money Deposit [including Bid-securing Declaration], in accordance with ITB, shall be rejected by the Employer (SMPK), treating the same as non-responsive.

5.16.4 Refund of Earnest Money Deposit:

Earnest Money Deposit of the successful bidder shall be retained by SMPK and Earnest Money Deposit of the unsuccessful bidders shall be refunded, without interest, within 2 (two) months from the date of opening of Bids or on finalization / acceptance of tender, whichever is earlier.

In case the bid of the **Successful Bidder** is found acceptable to **SMPK** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **SMPK** till submission of “**Security Deposit / Performance Guarantee**” (in accordance with **ITB**) and signing of the **Contract Agreement** by **SMPK** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to SMPK, Earnest Money Deposit of the Successful Bidder shall be refunded after the decision, in this regard, is finalized by SMPK.

- 5.16.5** No interest shall be payable on the account of Earnest Money Deposit in any case.

5.16.6 Forfeiture of Earnest Money Deposit:

The EMD may be forfeited

- (a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Haldia Dock Complex, SMPK in writing) making it unacceptable to Haldia Dock Complex, SMPK;

or,

- (b) if the Successful Bidder,
- i) fails to submit the Security Deposit / Performance Guarantee (as per SCC) for the specified sum and in the specified form, within the stipulated time;
 - and / or,
 - ii) fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. SMPK shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Security Deposit / Performance Guarantee (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

D.

SUBMISSION AND OPENING OF BIDS

5.17 Submission of bids

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

5.18 Techno-commercial offer

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

5.19 Priced offer

The Bidder should quote the price in the **PRICE BID**, electronically, through the website of **RailTel [eNivida Portal(<https://kopt.enivida.in>)]** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation. (Offer based on percentage is not applicable).*

5.20 Deadline for submission of bids

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

5.21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the

Design, supply, delivery, erection and commissioning of lattice towers at different locations of **Haldia Dock Complex, SMP, Kolkata**.

closing date & time, as per the **Schedule of Tender (SoT)** or extension, if any.

5.22 Withdrawal of bids

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

5.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the “**FORM OF TENDER**” or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by SMP, Kolkata.

5.22.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in disqualification from bidding for any contract with HDC, SMPK for a period of three years from the date of notification, in line with ‘Bid-securing Declaration’.

5.23 Bid opening [including Price Bid]

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

5.23.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the eNivida Portal of RailTel.

E.

EVALUATION OF BIDS

5.24 Confidentiality

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

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

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

5.25 Clarification of bids

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

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

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

the validity period of the bid.

5.26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply:

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

5.27 Responsiveness of bids

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

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

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

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

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

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

5.28 Nonconformities, errors and omissions

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

Any document submitted by a bidder, which is not in response to a request by the Employer (SMP, Kolkata), shall not be considered. The

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Employer's request for submission of further document(s) shall be in writing.

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

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

5.29 Examination of Pre-qualification Criteria

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

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

5.29.3 In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to SMP, Kolkata, the respective bid will be treated as non-responsive and "Price Bid" of the respective Bidder will not be considered further.

5.30 Examination of Techno-commercial offer

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

5.30.2 SMP, Kolkata shall examine the bid to confirm that all terms and conditions specified in the '**Technical Specification & Scope of Work**' (**Section VI**), **General Conditions of Contract (Section VIII)** and **Special Conditions of Contract (Section IX)** have been accepted by the bidder without any material deviation or reservation or omission.

5.30.3 If on examination of the "**Techno-commercial Bid**" of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], "**Price Bid**" part of such bidder(s) will not be considered. Decision of SMP, Kolkata on this matter shall be final.

5.30.4 The evaluation is also subject to compliance of revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020, issued by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section), vide No. P – 45021/2/2017-PP (BE– II) dated September 16, 2020, pursuant to Rule 153 (iii) of the General Financial

Rules 2017.

Bidders are, accordingly, advised to go through the same including subsequent amendment, if any, thereof to appreciate its implication in the instant tender and act accordingly. In case the aforesaid 'Preference to Make in India' order is found applicable, necessary documents, in this regard, shall be submitted by the concerned Bidder.

5.31 Examination of Price Bid

PRICE BIDS of the bidders, who qualify in the "Pre-qualification & Techno-commercial Bid", will only be considered for evaluation.

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

5.32.1 While evaluating the Price Bids, the Price quoted by the Bidders against all items of the Price Schedule shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of all items of the Price Schedule, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the "**lowest TOTAL PRICE**" thus arrived, subject to acceptance of all terms & conditions of the instant Bidding Documents.

Evaluation will be done based on the quoted total price only and no GST will be added, during evaluation.

No additional amount [except applicable GST] would be paid by SMPK to the Contractor.

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

5.32.3 The MSE's registered with NSIC / DIC shall not be eligible to get any benefit other than exemption from payment of EMD & Cost of Bidding Document as per New Public Procurement Policy as notified by the Govt. of India, Ministry of Micro Small & Medium Enterprises (MSME) in the Gazette of India vide no. 503, dated 26.03.2012, as splitting of the work cannot be done, it being a composite work.

5.32.4 It is not obligatory on the part of SMP, Kolkata to accept the lowest bid. They reserve the right to accept a tender in full or in part and / or reject a tender without assigning any reason thereof.

5.32.5 In the event of acceptance of tender in part, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s), based on the price quoted in the Price Bid and tender terms & conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole, no plea for subsequent withdrawal or the amendment will be entertained.

5.33 SMPK's right to accept any bid and to reject any or all bids

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

F.

AWARD OF CONTRACT

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

5.35 Notification of award

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, SMP, Kolkata shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract. Such order letter shall specify the “**Contract Price**” in line with **SCC Clause No. 9.4.4 a)**.

5.36 Signing of contract agreement

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

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

5.36.3 Two sets of executed **Contract Agreement**, duly signed by authorised person of SMP, Kolkata & authorized person of the Contractor (Successful Bidder), will be kept under SMP, Kolkata’s custody, for affixing the Common Seal of SMP, Kolkata.

One set of such **executed Contract Agreement** will be handed over to the Contractor for their record & future reference.

5.36.4 Total process of executing contract agreement should be completed within 21 days of issuance of “**Letter of Acceptance**” by SMP, Kolkata. Until such contract agreement is executed, the other documents referred to the definition of the term “**Contract**” [**SCC Clause No. 9.4.1 a)**], shall collectively be the contract.

5.37 Security Deposit and / Performance Guarantee

5.37.1 Within 28 (**twenty-eight**) days of issuance of “**Letter of Acceptance**” by SMP, Kolkata, the Successful Bidder shall provide the **Security Deposit / Performance Guarantee** in accordance with the **Special Conditions of Contract (SCC)**.

5.37.2 Failure of the Successful Bidder to submit the above-mentioned **Security Deposit / Performance Guarantee** or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award, including forfeiture of the **EMD**, if any or taking action in line with Bid-securing Declaration, if submitted by the Bidder.

5.37.3 All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.

5.37.4 No interest / charge, of whatsoever nature, shall be paid by SMP, Kolkata on the amount of **Security Deposit / Performance Guarantee**, held by them, at any stage.

SECTION - VI

SCOPE OF WORK & TECHNICAL SPECIFICATION

A. Scope of Work:

- 6.1. **Preamble:** Haldia Dock Complex intends to procure and install 21 no. lattice towers in and around dock area for installation of CCTV Cameras, light fittings other accessories etc. Scope of Work for design, supply, delivery, erection and commissioning of such lattice towers is given below.
- 6.1.1. **Design :** Design of lattice towers with 25 meter height & 04 (four) legs, including civil foundation to be submitted by the Contractor along with design calculation. Tentative drawing for structural part and civil foundation is attached with the Tender Document for reference only. During design, maximum Wind speed (200 km/hr.) and soil investigation report to be considered. Lattice towers should have maintenance ladder, intermediate platforms, provision for fittings of CCTV camera & luminaries, earthing etc. Total weight of the structure excluding fasteners should be minimum 3200 kg.
- 6.1.2. **Drawing :** Drawing of Lattice towers & Civil foundation to be prepared and submitted by the contractor based on above design. Design consideration and calculation to be submitted along with submission of drawing. Fabrication, civil work etc. should be carried out based on approved drawings. After commissioning, “as made” drawing to be submitted by the contractor.
- 6.1.3. **Soil investigation :** Soil investigation to be carried out by the Contractor in the location of installation of new lattice tower. One copy of the soil investigation report to be submitted to HDC.
- 6.1.4. **Galvanizing :** All structural items should be galvanized as per IS Code 2629.
- 6.1.5. **Supply :** The contractor should supply all structural steel items and materials related to civil foundation. All such items should remain at the custody of the Contractor. Proper store and office facilities to be maintained by the Contractor to prevent any loss/damage of the supplied materials.
- 6.1.6. **Foundation :** Civil foundation for all lattice towers with 25 meter height & 04 (four) legs, to be carried out by the contractor as per approved drawing.
- 6.1.7. **Fasteners :** All fasteners to be used for erection of lattice towers should be electro galvanized.
- 6.1.8. **Erection:** Erection of lattice towers to be done at site. Civil foundation also to be carried out at the locations marked by Sr. Dy. Manager (P&E) or his representative.
- 6.1.9. **Commissioning :** Commissioning of lattice towers would be carried out after installation of lattice towers and foundation.

- 6.1.10. **Transportation :** Transportation of raw materials, manpower, equipment to be arranged by the Contractor.
- 6.1.11. **Tools & tackles :** All tools & tackles and consumables to be supplied by the contractor.
- 6.1.12. **Security provision :** Contractor should arrange for security for their materials, equipment etc.
- 6.1.13. **Safety precautions :** The contractor should arrange for safety precautions for the workers deployed by them. They should provide proper PPE for their workmen.

B. General Requirements:

- 6.2. In connection with the instant work, the site & working areas need to be kept free from surplus materials, rubbish, offensive materials, etc. and the same are to be disposed off by the Contractor.
- 6.3. The Contractor shall engage qualified / experienced / skilled personnel to carry out the works in all respects at their own cost. The Contractor will engage suitable qualified / experienced & licensed engineering supervisor for the above said work and suitable skilled personnel, for doing the erection work.
- 6.4. All materials required [to be supplied by the Contractor] for the instant work and apparatus used by the Contractor therein, shall conform to relevant specifications of the Bureau of Indian Standard (BIS) or International Electrotechnical Commission (IEC), as applicable, if not specified otherwise in this Bidding Document.

All materials should be inspected before installation. Only accepted materials will be allowed for installation. Necessary consent should be obtained from the 'Engineer' or his representative, before using any material / equipment/ apparatus.

Nothing in this specification shall be construed to relieve the Contractor of their responsibility for providing the equipment, with all accessories, in accordance with applicable statutory regulations and safety codes in force, from the safety angle.
- 6.5. The Contractor holds responsibility for executing the entire job as per relevant specifications. If any item is left out within the schedule of work but if it is considered essential for the completion of the job, the Contractor shall have to carry out the items as extra / substituted item.
- 6.6. The Contractor should use calibrated measuring & testing instruments [having Valid Calibration Certificate] and should also ensure revalidation of such calibration as and when required. In this regard, initially the Contractor shall have to submit a list of measuring and testing instruments (mentioning the period of validity of Calibration Certificates) to be used. The photocopies of the Calibration Certificates (including the revalidations) of the said measuring and testing instruments, shall have to be submitted to the 'Engineer'.

Calibration Certificate of instruments / equipment, used for testing purpose, should be issued by an NABL accredited Laboratory. For testing equipment where NABL accreditation is not available, calibration certificate from educational institutions

like IITs, NITs, J.U., C.U., B.H.U. only can be accepted, provided they demonstrate traceability.

- 6.7. The Contractor shall arrange all necessary labour, tools, tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport, equipment (with fuel & operator), etc., required for satisfactory execution of the entire work, at their own risk, cost and expense. Special tools, which would be required during execution of the work, shall also have to be arranged by the Contractor, at their own risk, cost and expense.
- 6.8. The Contractor shall have to make arrangements, at their own risk & cost, for transportation of materials from the point of issue of stores to site of work, if any.
- 6.9. Electricity and water, if required, will be provided free of cost for the purpose of execution of the work at site.
- 6.10. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
- 6.11. The Contractor shall provide necessary barriers, warning signals and other safety measures, to avoid accidents. They shall also indemnify HDC, SMP, Kolkata, against claims for compensation arising out of negligence in this respect.
- 6.12. All necessary personnel safety equipment, as per relevant statutory provisions, should be kept available for the use of the persons employed (directly or indirectly on the instant work) on the site and the Contractor should take adequate steps to ensure proper use of safety equipment by those concerned.
- 6.13. The ordinary business and work of HDC, SMP, Kolkata & others, as being carried out on & in the vicinity of the site, shall be continued during installation, testing & commissioning. The execution of the work shall be conducted in such a way as to avoid interference with traffic of every kind by land and with any other work in progress in the vicinity.
- 6.14. Inspection / acceptance, in no way shall absolve the Contractor from supplying material as per standards / codes and other obligations under the contract.
- 6.15. Any materials brought for work which is not matching with the relevant specification will be rejected and the rejected materials shall be removed from site on the same day.
- 6.16. A register (Site Work Register with Hindrance Record) is required to be maintained by the Contractor on daily basis with details of works carried out on that particular day, where details regarding engagement of labourers, equipment, receipt of materials and cause of hindrance, if any, shall be recorded jointly [by the representatives of the 'Engineer' & the Contractor].

Representative(s) of the Contractor shall have to check the register for any instructions of 'Engineer' or his authorized representative and sign the same for compliance with the instructions recorded therein.

Any instruction issued by the 'Engineer' or his authorized representative, which has been entered in the Site Work Register, shall be deemed to have been legally

issued.

This Site Work Register (s) shall be the property of HDC, SMPK and shall be returned to the representative of the 'Engineer' in good condition, after the completion of the work.

- 6.17. The Contractor shall maintain a Site Order Book at their site office. All orders and instructions issued to them from time to time by the 'Engineer' or his representative will be recorded in the Site Order Book. The authorized representative of the Contractor shall promptly sign each entry as token of having received such orders.

Any order or instruction issued by the 'Engineer' or his authorized representative, which has been entered in the Site Order Book, shall be deemed to have been legally issued.

This Site Order Book(s) shall be the property of HDC, SMPK and shall be returned to the representative of the 'Engineer' in good condition, after the completion of the work. Photocopy of the same may be retained by the Contractor, for their record.

- 6.18. Relevant aspects of following Rules / Code of Practices should also be followed and complied with:

- a) Indian Factories Act
- b) Dock Workers (Safety, Health & Welfare) Act, 1987
- c) The Workmen's Compensation Act, 1923
- d) The Minimum Wages Act, 1948
- e) The Contract Labour (Regulation & Abolition) Act, 1970
- f) Other Local Regulations.

- 6.19. If during execution of work any damage takes place in the property of HDC, the same will have to be mended good by the contractor at their risk, cost and arrangement. Otherwise, the same will be repaired / replaced by HDC, either departmentally or through outside agency and the cost of repairing / replacement will be **recovered from the Contractor, along with overhead charges @19.25%.**

- 6.20. No project surplus material will be taken over by HDC, SMP, Kolkata, after completion of the work.

C. Detailed Technical Specification:

- 6.21. Structural Steel :

Supply of prefabricated steel structures should be in accordance with IS 2062.

- 6.22. Galvanizing :

- 6.22.1. Scope covers supply, fabrication, galvanization and fixing of Angles, Channels, Clamps, Flats, Nuts, Bolts and washers required for commissioning of lattice tower.

- 6.22.2. The material, as above, shall confirm to IS: 2062.
- 6.22.3. The galvanized surface shall be smooth and free from all irregularities and imperfections. All Angles, Channels & Flats shall be Hot Dip Galvanized, having minimum coating thickness of 120 micron.
- 6.22.4. Nuts, Bolts and washers shall be electro-galvanized.

6.23. Civil Foundation :

Design and construction of RCC Foundation for 25 Mtrs. Long four legs Lattice Tower considering soil Bering capacity at site as 5Ton/Sq.Mtrs. At 2.5Mtrs. Depth from existing ground level, including excavation of earth(after strengthening of soil condition by removing slushy materials and replacing by silver sand and compacting thereafter to make the base suitable for Lattice Tower foundation), Double Layer brick soiling, PCC, Supply of foundation accessories consisting required numbers of foundation bolts ,Nuts, Washers, Anchor Plates, Template etc. in complete and PVC pipe of suitable size for cable entry; ,supply of foundation accessories like cement, reinforcement steel bars, bricks, sand, stone chips, shuttering materials labour required for RCC foundation, refilling of earth up to the existing ground level after curing. The design foundation of Lattice Tower shall be based on IS:875 &IS:456.

6.24. TEST ON COMPLETION

- 6.24.1. On completion of the work, necessary tests shall be carried out as per relevant standards to the satisfaction of the 'Engineer' or his representative.
- 6.24.2. On successful completion of 'Test on Completion', the system will be declared commissioned and the same will be taken over by HDC, SMPK.

6.25. AS BUILT DRAWING

On completion of the work, "As Built" drawings, duly incorporating all the changes made during the construction / execution, shall be submitted to Haldia Dock Complex. A CD / DVD / USB flash drive, containing the "As Built" drawings and comprehensive list of the drawings, shall also be submitted by the Contractor.

SECTION - VII

PRICE SCHEDULE

[To be uploaded, duly signed & stamped]

Tender No. : SDM-PE/T/02 /2023-2024

Preamble:

1. The '**Price Schedule**' is to be read in conjunction with the '**Instructions To Bidders (ITB)**' and other terms & conditions [including '**Technical Specification & Scope of Work**'] of the Bidding Document, considering all addenda / corrigenda (if issued).
2. The Bidder shall quote their PRICE on-line, against all items of the Price Schedule (Offer based on percentage is not applicable).
3. Estimated Rates, shown in this '**Price Schedule**', include all incidental charges and all taxes & duties of Central/ State/ Local bodies [excluding Goods & Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

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

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

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

5. The quantities given in this '**Price Schedule**' are indicative only, which may vary (both upward & downward) during execution and are given to provide a common base for tendering and evaluation. However, the payment will be made on the exact quantity to be executed by the Successful Bidder.
6. The accepted unit rates, based on the quoted Price, should remain firm till all the jobs are completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the tenure of the Contract) (Offer based on percentage is not applicable).
7. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the scope & specifications.
8. Tools, tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport, etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement.

PRICE SCHEDULE

Name of Work: Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Tender No.: SDM-PE/T/02/2023-2024

Sl. No.	Description of Work / Service	Quantity	Unit	Unit rate [excluding GST] (in ₹)	Amount [excluding GST] (in ₹)
PART-A					
1.	Design, supply, delivery, erection and commissioning of. lattice towers as per scope of work and technical specification.	66,951	kg		
Total estimated amount (PART-A) (without GST):					
PART-B					
1.	Lattice Tower Foundation as per technical specification & scope of work	21	Sets		
Total amount (PART-B) (without GST):					
Total amount= (PART-A+ PART-B) (without GST):					

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

SECTION VIII
GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract
Forms and Agreements

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

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

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
HALDIA DOCK COMPLEX

July 2014

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

GENERAL CONDITIONS OF CONTRACT		
	CLAUSE	PAGES
1)	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	GC-1 – GC-2
2)	DEFINITION	GC-3 – GC-5
3)	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	GC-5 – GC-6
4)	THE TENDER / OFFER AND ITS PRE-REQUISITES	GC-7 – GC-12
5)	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	GC-12 – GC-18
6)	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	GC-18 – GC-22
7)	TERMS OF PAYMENT	GC-23 – GC-25
8)	VARIATION AND ITS VALUATION	GC-25 – GC-27
9)	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE / TERMINATION OF CONTRACT	GC-27 – GC-29
10)	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	GC-30
11)	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	GC-31 – GC-33
12)	FORMS GC-1, GC-2 , GC-3	
13)	FORM OF AGREEMENT	
14)	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE	
15)	INTEGRITY PACT DOCUMENT: PROFORMA	
16)	ADDENDUM	

GC-1**AMENDMENT****TO****GENERAL CONDITIONS OF CONTRACT****❖ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES**

Table under sub-clause (a)

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

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

GC-2

Table under sub-clause (d)

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

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

GC-3

1. DEFINITIONS

- 1.0. In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1. “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. **Employer**
- 1.2. “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. **Chairman**
- 1.3. “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman **Contractor**
- 1.4. “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. **Engineer**
- 1.5. “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. **Engineer’s Representative**
- 1.6. “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. **Works**
- 1.7. “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. **Temporary works**

GC-4

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| 1.8. | “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. | Extra works and Excess works |
| 1.9. | “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. | Specification |
| 1.10. | “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. | Drawings |
| 1.11. | “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. | Contract |
| 1.12. | “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. | Constructional Plant |
| 1.13. | “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. | Site |
| 1.14. | “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. | Contract Price |
| 1.15. | “Month” means English Calendar Month. | Month |
| 1.16. | “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). | Excepted Risks |

GC-5

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

GC-6

- (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
 - (iv) take measurements of work done by the contractor for the purpose of payment or otherwise.
 - (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense
 - (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and
 - (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.
- 2.5. *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works; and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract
- 2.6. *Provided also as follows :* Engineer's Overriding Power
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
 - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
 - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

GC-7

3.0. THE TENDER/OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
- The tender must encompass all relevant aspects / issues.
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. Site & Local condition.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing / Specification / Nature & extent of work to be done.
 - (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men / materials.
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
 - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
 - (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.

GC-8

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

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

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

GC-9

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

Exemption from E.M. Regd. Firms

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

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Tender without EM liable to rejection.

Forfeiture of E.M. before Acceptance of offer.

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

Mode of recovery of balance S.D.

GC-10

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment 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/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

Scale of S.D. recovery.

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata/Haldia, as the case may be.
- (i) No interest shall be paid by the Trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

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

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

GC-11

- 3.5. (i) The Security Deposit shall 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 expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3. Mode of refund of S.D.
- (ii) The Security Deposit / Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.
- 3.6. If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases

GC-12

- 3.7. “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”
- 4.0. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1. (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts : Applicability of laws on the contract
1. The Contract Act (India), 1872.
 2. The Major Port Trusts Act, 1963.
 3. The Workmen’s Compensation Act, 1923.
 4. The Minimum Wages Act, 1948.
 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 6. The Dock Workers’ Act, 1948.
 7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2. After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, Contractor to Execute Contract Agreement.
- shall collectively be the Contract.

GC-13

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

GC-14

- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.
- 4.9. Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. Contractor to submit his programme of work
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. Contractor to supervise the works
- 4.11. The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. Contractor to deploy qualified men and Engineer's power to remove Contractor's men

GC-15

- 4.12. The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. Contractor is responsible for line, level, setting out etc.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. Contractor is responsible to protect the work
- 4.14. The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structure / persons caused by him in executing the work.

GC-16

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

GC-17

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

GC-18

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| 4.20. | The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. | Contractor not to publish photograph or particulars of work |
| 4.21. | The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default. | Contractor to provide facilities to outsiders |
| 4.22. | The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. | Work to cause minimum possible hindrance to traffic movement |
| 4.23. | All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. | Trustees' lien on Contractor's Plant & Equipment. |
| 5.0. | COMMENCEMENT, EXECUTION AND COMPLETION OF WORK. | |
| 5.1. | The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. | Preliminary time to commence work an maintenance of steady rate of progress |
| 5.2. | The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. | Contractor's site office |

GC-19

- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Trustees' working hours.
- 5.4. Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. Contractor to supply all materials as per requirement of the Engineer or his representative
- 5.5. Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. Materials & Works
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost. Contractor to submit samples for approval
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. Contractor to arrange all testing at his own cost.

GC-20

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

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

GC-21

- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -
- Recovery from Contractor for Trustees' materials under other circumstances.
- (1) The issue rate of the materials at the Trustees' Stores and
 - (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re- execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- Contractor to replace materials / work not acceptable to the Engineer or his Representative
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.
- Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

GC-22

- 5.11. On a written order of the Engineer or his Representative, the Contractor to suspend work on Order from Engineer or his Representative. 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 –

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

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

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

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

GC -23

6.0. TERMS OF PAYMENT :

- 6.1. No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
- 6.3. For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance. Limitation for on account payment
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. Recording of measurements

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

a Kolkata/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period

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

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

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

GC-26

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

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

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

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.
- 8.2. (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10 % of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.
- Extension of completion time
- 'Liquidated Damage' and other compensation due to Trustees

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

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

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

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

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

9.0. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1. On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer. Contractor's obligation for maintenance of work.
- 9.2. The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. Refund of Security Deposit

10.0. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

- 10.1. In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer's decision
- 10.2. If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman's award.
- 10.3. If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.
- 10.3.2. The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3. The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..

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

GC-33

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

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

.....

.....

.....

I/We _____

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____

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

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

(Repeat in words)

.....

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

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

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

Dated :

(Signature of Bidder with Seal)

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

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.1

Contractor : _____
Address : _____
Date of completion : _____

Dear Sir(s),

This is to certify that the following work viz :-

Name of work : _____
Estimate No. : E.E.O. _____ Date _____
C.E.O. _____ Date _____
Work Order No. : _____
Allocation : _____
Contract No. : _____

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

from the _____ day of _____ 20____

from the _____ day of _____ 20____

Yours faithfully,

Signature :

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name : _____

Designation : _____

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.2

Certificate of Final Completion.

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

This is to certify that the following work viz :-

Name of work : _____

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

C.E.O. _____ Date _____

Work Order No. : _____

Contract No. : _____

Resolution & Meeting No. : _____

Allocation : _____

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

Signature : _____

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name : _____

Designation : _____

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Engineer

Syama Prasad Mookerjee Port, Kolkata

Kolkata.

(Atten : _____)

Dear Sir,

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

Name of work : _____

Work Order No. : _____

Contract No. : _____

Agreement No. : _____ Date _____

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor : _____

Address : _____

(OFFICE SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata

PROFORMA OF FORM OF AGREEMENT

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

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

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

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

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

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

The Seal of

Was hereunto affixed in the presence of:

Name :

Address :

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of :

Name :

Address :

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

Name :

Address :

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

To

The Board of Trustees
for the Port of Kolkata

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

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees). We, Branch, Kolkata / Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs (Rupees). We Branch, Kolkata / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,.....Branch, Kolkata / Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee.

Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, (Name of Bank), Branch, Kolkata / Haldia to decline to honour the Bank Guarantee in the manner aforesaid

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

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

3. We, Branch, Kolkata / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed / fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of day of 19and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us, Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

Signature : _____

Name : _____

Designation : _____

(Duly constituted attorney for and on behalf of)

Bank : _____

Branch : _____

Kolkata _____ / Haldia.

INTEGRITY PACT

Between

**Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) hereinafter referred to as
“The Principal / Employer”**

And

_____ hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
 - (e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

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

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

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub- contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation :

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

Section 10 – Pact Duration :

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

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

Section 11 – Other Provisions :

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4. Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMP Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.

ADDENDUM

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

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

SECTION - IX
SPECIAL CONDITIONS OF CONTRACT (SCC)

A.	GENERAL PROVISIONS
1)	Preface
2)	Correlation and Order of Precedence of Bidding Documents
3)	Priority of Contract documents
4)	Definitions
5)	Contract documents
6)	Interpretations
7)	All Drawings are SMPK's property
8)	Language
9)	Governing Law
10)	Patent Rights
11)	Stamp duty & other expenses
12)	Indemnity
13)	Employer's lien
14)	Additions and alterations
B.	THE ENGINEER
15)	Instructions of the 'Engineer' or Engineer's Representative
16)	Replacement of the 'Engineer'
17)	Determinations
C.	THE CONTRACTOR
18)	Security Deposit / Performance Guarantee
19)	Contractor's personnel and Contractor's representative
20)	Assignment and sub-contracting
21)	Access to site
22)	Transportation of materials
23)	Contractor's equipment
24)	Supply of Water and Electricity
25)	Use of ground and land / covered space for Contractor's establishment
26)	Existing services
D.	STAFF AND LABOUR
27)	Engagement of staff and labour

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

28)	Labour Laws
29)	Health and safety
30)	Employees' Provident Fund & Employees' State Insurance
E.	PLANT, MATERIALS AND WORKMANSHIP
31)	Materials to be supplied by the Employer
32)	Contractor's arrangement for execution of the work
33)	Inspection and testing
34)	Removal of materials on completion
35)	Workmanship and secrecy
F.	COMPLETION OF WORK, HANDING OVER AND TAKING OVER, ETC.
36)	Completion Certificate
37)	Completion period.
38)	Taking over of the Contract job by SMP, Kolkata
39)	Defect Liability Period (DLP)
40)	Defects after taking over.
41)	Extension of completion period
42)	Liquidated Damage
G.	CONTRAT PRICE, PAYMENT AND DEDUCTIONS
43)	Contract Price
44)	Terms of payment
45)	Extra expenses incurred by the Employer
46)	Recovery of deducted amount
H.	SUSPENSION & TERMINATION
47)	Notice to correct
48)	Termination by Employer
49)	Valuation at date of termination
50)	Payment after termination
51)	Employer's entitlement to termination for convenience
52)	Corrupt or fraudulent practices
53)	Cessation of work and removal of Contractor's equipment

I.	FORCE MAJEURE
54)	Definition of Force Majeure
55)	Notice of Force Majeure
56)	Duty to minimise delay
57)	Consequences of Force Majeure
58)	Optional termination, payment and release
J.	CLAIMS, DISPUTES AND ARBITRATION
59)	Engineer's decision
60)	Amicable settlement
61)	Arbitration
62)	Failure to comply with Engineer's decisions
63)	Progress of work not to be interrupted

SECTION - IX

SPECIAL CONDITIONS OF CONTRACT (SCC)

A. GENERAL PROVISIONS

9.1. Preface

These provisions though given in a separate section are part of the Bidding Documents, which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the Bidding Documents, viz. Notice Inviting E-Tenderers, Instructions to Bidders, General Conditions of Contract (GCC), Technical Specification & Scope of Work, Drawings, Price Schedule and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions of Contract (GCC) provided there is discrepancy between them.

9.2. Correlation and Order of Precedence of Bidding Documents

If the stipulations in the various Bidding Documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- i) Drawings.
- ii) Technical Specification & Scope of Work.
- iii) Price Schedule / Bill of Quantities.
- iv) Special Conditions of Contract (SCC).
- v) Bidding Forms & Formats.
- vi) Instructions to Bidder.
- vii) General Conditions of Contract (GCC).

9.3. 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 :

- i) Letter of Acceptance (LOA) or Work Order or Order Letter [including Accepted Price Schedule].

- ii) Drawings.
- iii) Technical Specification & Scope of Work.
- iv) Price Schedule / Bill of Quantities.
- v) Special Conditions of Contract (SCC).
- vi) Bidding / Contract Forms & Formats.
- vii) Instructions to Bidder.
- viii) General Conditions of Contract (GCC).
- ix) Any other document(s) forming part of the Contract.

9.4. Definitions:

In the conditions of contract (“these conditions”), which includes particular conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

9.4.1. The Contract:

- a) “**Contract**” means and includes these Bidding Documents in entirety (including all Addenda and Corrigenda, if any), the specification, the drawings, the PRICE SCHEDULE, the bid / offer, the Letter Of Acceptance and such further documents as may be expressly incorporated in the Letter Of Acceptance.
- b) “**Letter Of Acceptance (LOA)**” or “**Work Order**” or “**Order Letter**” means the formal acceptance of the bid (and placement of order with the successful bidder), issued by or on behalf of the Employer, including any adjustments or variation to the bid agreed between the Employer and the successful bidder and includes its enclosure(s), annexure(s), etc., if any.
- c) “**Specification**” means the specification of the work included in the contract and any modification thereof or addition thereto or submitted by the Contractor and approved by the ‘Engineer’, in writing. “Specifications” also means the relevant & appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship, unless stated otherwise in the Tender.
- d) “**Drawings**” means all drawings, calculations and technical information, etc., provided by the ‘Engineer’ to the Contractor under the contract and all drawings, calculations, samples, patterns, models, etc., including modification, if any, and other technical information & manuals of a like nature, submitted by the Contractor and approved by the Engineer.
- e) “**Tender**” or “**Bid**” means the proposal (priced offer), along with all supporting documents, submitted by the bidder to the Employer for consideration.
- f) “**Price Schedule**” means the priced schedule of items, forming part of the

bid.

- g) **“Tenderer”** or **“Bidder”** means the individual firm, who submits the bid, duly filled up and signed, along with all the required documents and payment instruments, in strict compliance of the conditions / requirements stipulated in these bidding documents.

9.4.2. Parties and persons :

- a) **“Party”** means the Employer or the Contractor, as the context requires.
- b) **“Employer”** or **“Board”** means the **Board of Major Port Authority for ‘Syama Prasad Mookerjee Port, Kolkata (SMPK)’** [Formerly Kolkata Port Trust], including their successors, representatives and assigns.
- c) **“Contractor”** or **“Successful Bidder”** or **“Successful Tenderer”** means the person or persons, Firm or Company whose tender / offer has been accepted by SMPK and is named as Contractor in the Contract and includes the Contractor’s representatives, heirs, successor & assigns, if any, permitted by the Board / Chairperson.
- d) **“Contractor’s representative”** means the person(s) named by the Contractor in the contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.
- e) **“Sub-contractor”** shall mean a person or persons, firm or company to whom a part of the work has been sub-contracted by the Contractor, with prior consent of the ‘Engineer’.
- f) **“Contractor’s personnel”** means the Contractor’s representative and all personnel whom the Contractor utilises on site, who may include staff, labour and other employees of the Contractor and of each Sub-contractor, and any other personnel assisting the Contractor in the execution of the work.
- g) **“Engineer”** means the Board’s official who has invited the tender on its behalf and includes the General Manager (Engineering), HDC 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.
- h) **“Engineer’s Representative”** means any sub-ordinate ‘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 GCC Clause Nos. 2.4 to 2.6, under **Section - VIII**.
- i) **“Engineer-in-charge”** means employee of SMP, Kolkata, authorised by the ‘Engineer’ to look after the physical execution of the contract, at site level.
- j) **“Haldia Dock Complex”** or **“HDC”** means a Dock Complex situated at Haldia, under Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust).

- k) “Chairperson” means the Chairperson of the **Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK)** [Formerly Kolkata Port Trust] and includes the person appointed to act in his place under sub-section (1) of section 4 of the Major Port Authorities Act, 2021.
- l) “**Deputy Chairman**” means the Deputy Chairman, Haldia Dock Complex and includes the person appointed to act in his place.
- m) “**General Manager (Engineering)**” means the Officer appointed to take charge of Plant & Equipment Division, Infrastructure & Civic Facilities Division and Materials Management Division of HDC, under the supervision of the Deputy Chairman, HDC.
- n) “**Senior Deputy Manager (P&E)**” means the Officer of Plant & Equipment Division of HDC, reporting to the General Manager (Engineering).
- o) “**Deputy Manager (P&E)**” means the Officer of Plant & Equipment Division of HDC, reporting to the General Manager (Engineering) / Sr. Deputy Manager (P&E).

9.4.3. Dates and periods:

- a) “**Completion period**” means the time of completion / period of execution notified under **SCC Clause No. 9.37** [Completion period].
- b) “**Month**”, for the purpose of this contract, shall mean the period starting from the date of commencement in any month to the previous date of the following month, as per English Calendar.
- c) “**Week**”, for the purpose of this contract, shall mean any period of 7 (seven) consecutive English Calendar Days.
- d) “**Day**”, for the purpose of this contract, means English Calendar Day.

9.4.4. Money and payments:

- a) “**Contract Price**” or “**Contract Value**” means the sum named in the “Letter of Acceptance (LOA)” [excluding GST] of the bid /offer of the Contractor, subject to such additions thereto and deductions therefrom, as may be made by the ‘Engineer’, under the provisions contained in these Bidding Documents.
- b) “**Foreign Currency**” means the currency other than Indian Currency.

9.4.5. Work:

- a) “**Excess work**” means the required quantities of work, in excess of the provision made against any item of the ‘Bill of Quantities’ or ‘Price Schedule’.
- b) “**Extra work**” means those work, required by the ‘Engineer’ for completion of the contract, which were not specifically and separately included in the schedule of items of the work (i.e., ‘Bill of Quantities’ or

‘Price Schedule’) of the tender.

- c) “**Related Services**” means the services incidental to the supply of goods / contract job, such as insurance, installation, training, initial maintenance and other obligations of the Contractor, under the contract.

9.4.6. Other definitions

- a) “**Approved / approval**” means approval in writing.
- b) “**Test on Completion**” means such tests, prescribed by the applicable Design Standard, codes and described in the bidding document, to be performed by the Contractor before the equipment / items / installations are supplied, delivered and taken over by the ‘Engineer’.
- c) “**Defect Liability Period (DLP)**” means the period defined in the **SCC Clause No. 9.39**.
- d) “**Force Majeure**” is defined in **SCC Clause No. 9.54** [Definition of Force Majeure].

9.5. **Contract Documents**

- 9.5.1. The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one, which is not described in the other, no advantage shall be taken of any such omission.
- 9.5.2. In case, any discrepancies or inconsistencies however appear or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the ‘Engineer’ or his authorised representative.
- 9.5.3. The explanation of ‘Engineer’ or his authorised representative shall be final and binding upon the Contractor and the Contractor shall execute the work according to such explanations, and without extra charge or deductions and do all such work and things as may be necessary for the proper execution of the contract as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

9.6. **Interpretations :**

- 9.6.1. In the contract, except where the context requires otherwise:
 - a) words indicating one gender include all genders;
 - b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
 - d) “written” or “in writing” means hand-written (manuscript), type-written, printed or electronically made, and resulting in a permanent record, under or over signature and seal, as the case may be;

and

- e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

9.7. All Drawings are SMPK’s property:

- 9.7.1. The Drawings, referred to in the ‘Special Conditions of Contract’ / ‘Technical Specification & Scope of Work’ / ‘Price Schedule’, if and as applicable, shall be furnished by the ‘Engineer’ to the Contractor, free of cost, for his use on the work, but these shall remain the property of SMPK 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.

9.8. Language

- 9.8.1. The contract as well as all correspondence and documents relating to the contract, exchanged between the Contractor and the Employer/Engineer, shall be written in English Language only. If any documents / manuals / printed literature / drawings are submitted by the Contractor in other language(s), the same should be accompanied by an accurate translation of the relevant pages in the English language. In that case, for the purposes of interpretation of the contract, such translation shall govern.
- 9.8.2. The Contractor shall have to bear all costs of translation to the English Language and all risk of the accuracy of such translation, for documents provided by the Contractor.

9.9. Governing Law

- 9.9.1. The contract shall be governed by and interpreted in accordance with the relevant Indian Acts [considering latest amendment thereof], as applicable, within the jurisdiction of the Honourable High Court of Kolkata [Calcutta High Court], India, including the following Acts:
 - i) The Indian Contract Act, 1872.
 - ii) The Workmen’s Compensation Act, 1923.
 - iii) The Payment of Wages Act, 1936.
 - iv) The Dock Workers’ (Regulation of Employment) Act, 1948.
 - v) The Minimum Wages Act, 1948.
 - vi) The Employees Provident Fund Act, 1952.
 - vii) The Maternity Benefits Act, 1961.
 - viii) The Major Port Trust Act, 1963.
 - ix) The Payment of Bonus Act, 1965.
 - x) The Contract Labour (Regulation & Abolition) Act, 1970; Rules 1971.
 - xi) The Payment of Gratuity Act, 1972.
 - xii) The Equal Remuneration Act, 1976.

- xiii) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- xiv) The Employees State Insurance Act, 1948 & The Employees State Insurance (Amendment) Act, 1989.
- xv) Child Labour (Prohibition & Regulation) Act, 1986.
- xvi) The Dock Workers (Safety, Health & Welfare) Act, 1986.
- xvii) The Indian Arbitration and Conciliation Act, 1996 [considering its latest amendment in 2015].

9.9.2. Unless otherwise specified, all the laws / rules / acts, etc., mentioned in different clauses of this bidding document, should be considered as laws / rules / acts, etc. applicable in India.

9.9.3. The Contractor shall indemnify SMP, Kolkata for any proceeding taken or commenced by any authority against the Employer for any contravention of any of such laws, bye laws, rules, regulations, orders, etc., by the Contractor or their personnel / workmen / agent / supplier, etc. If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any law, bye law, rule, regulation, order, etc., the Employer is called upon by any authority to pay or reimburse or is required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any amount due or that may become due to the Contractor under this contract or any other contract or by any other means or may otherwise recover from the Contractor any sum which SMP, Kolkata is required or called upon to pay or reimburse on behalf of the Contractor.

9.9.4. The Contractor shall indemnify SMP, Kolkata for any proceeding taken or commenced by any authority against the Employer for any contravention of any of such laws, bye laws, rules, regulations, orders, etc., by the Contractor or their personnel/workmen/agent/supplier, etc. If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any law, bye law, rule, regulation, order, etc., the Employer is called upon by any authority to pay or reimburse or is required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any amount due or that may become due to the Contractor under this contract or any other contract or by any other means or may otherwise recover from the Contractor any sum which SMP, Kolkata is required or called upon to pay or reimburse on behalf of the Contractor.

9.10. Patent Rights

9.10.1. The Contractor shall fully indemnify SMP, Kolkata against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or

arrangement used for fixed or supplied by the Contractor in India, or elsewhere.

9.10.2. All payments, or otherwise shall be deemed to be included by the Contractor in the prices named in the bid and shall be paid by them to whom they may be payable.

9.10.3. In the event of any claim being made or action brought against SMP, Kolkata in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and they shall with the assistance, if they so require, of SMP, Kolkata but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to SMP, Kolkata such security, as shall from time to time, by reasonably required by SMP, Kolkata to recover the ascertained or agreed amount, as the case may be, of any compensation, damages, expenses and cost, which might be payable by SMPK in respect of or as a result of any such negotiation or litigation.

9.11. Stamp duty & other expenses

9.11.1. All the costs, charges and expenses to be incurred in connection with Contract Agreement, Indemnity Bond, Bank Guarantees, Integrity Pact, etc., including stamp duty, shall be borne by the Contractor.

9.12. Indemnity

9.12.1. Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor, at all times during the progress of the work, the Contractor shall, nevertheless, be wholly responsible for all damages, whether to the work themselves or to any other property of SMP, Kolkata or to the lives, persons, property of others during the progress of the work.

9.12.2. In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor, at their own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all necessary precautionary measures, like displaying notices, shall be taken by the Contractor, during the progress of the work.

9.12.3. In case any material, spare parts, components, sub-assemblies, accessories, etc., related to the work (under the scope of the Contractor), is required to be taken out of the Dock premises by the Contractor, for some specialised servicing, repairs, overhauling, etc. or for any other reason whatsoever, the Contractor shall have to obtain permission from the Employer. For this the Contractor shall have to submit an "Indemnity Bond" [in the form furnished in **Section-XII**].

9.13. Employer's lien

9.13.1. All constructional plant, temporary work and materials, when brought to the site by the Contractor, shall be deemed to be the property of the Employer, who will have lien on the same, until the satisfactory completion of the work and shall only be removed from the site, in part or in full, with the written

permission of the 'Engineer' or his Representative.

- 9.13.2. The Employer shall have a lien on and over all or any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Contractor, either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Employer and the Contractor.

9.14. Additions and alterations

- 9.14.1. SMP, Kolkata shall have power and authority, from time to time and at all times, to make amendments or additions or alterations or changes in the Technical Specification & Scope of Work and give such further instructions and directions, as may appear necessary and proper to SMP, Kolkata for the guidance of the Contractor and good & efficient execution of the work.
- 9.14.2. The Contractor shall receive, obey and be bound by the same, according to the true intent and meaning thereof, as if the same had been mentioned or referred to in the Technical Specification & Scope of Work.
- 9.14.3. SMP, Kolkata may also vary or alter the levels or positions of any of the work contemplated by approved specification or may order any of the work contemplated thereby to be omitted, with or without substitution of any other work in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, if required.
- 9.14.4. In this connection, SMP, Kolkata may increase or decrease or split the quantity of work included in the contract or execute additional work of any kind necessary for good & efficient execution of the work.
- 9.14.5. The 'Engineer' shall have the power to order for the above amendments (additions/alterations/changes, etc.) and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount accepted under the contract based on the rate(s) available in the contract. Where the rate(s) is/are not available in the contract, such difference in the cost shall be determined by the Engineer, taking into account the market rate and labour cost at site for similar work, backed up by rate analysis, (to be submitted by the Contractor and agreed upon between the Contractor and SMP, Kolkata).

In the event of disagreement, SMP, Kolkata shall fix such rates or prices as shall, in their opinion, be reasonable and proper having regard to the circumstances.

B. THE ENGINEER

9.15. Instructions of the 'Engineer' or Engineer's Representative

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

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

exercise his discretion impartially, within the terms of the contract and have regard to all the circumstances.

The Contractor shall take instructions from the 'Engineer' and subject to limitation indicated in **GCC Clause No. 2.5, under Section-VIII**, from the Engineer's Representative.

- 9.15.2. The Contractor shall maintain a Site Order Book at their site office and all orders and instructions issued to them from time to time by the 'Engineer' or his representative will be recorded in the Site Order Book. The authorized representative of the Contractor shall promptly sign each entry as token of having received such orders.

9.16. Replacement of the Engineer

- 9.16.1. If the Employer intends to replace the 'Engineer', the Employer shall give notice to the Contractor in this respect.

9.17. Determinations

- 9.17.1. Whenever these conditions provide that the 'Engineer' shall proceed, in accordance with this clause, to agree or determine any matter, the 'Engineer' shall consult with each party, in an endeavour to reach agreement. If agreement is not achieved, the 'Engineer' shall make a fair determination, in accordance with the contract, taking due regard of all relevant circumstances.

The 'Engineer' shall give notice to both parties of each agreement or determination, with supporting particulars **within 28 (twenty-eight) days** from the receipt of the corresponding claim or request, except when otherwise specified. Each party shall give effect to each agreement or determination, unless and until revised.

C. THE CONTRACTOR

9.18. Security Deposit / Performance Guarantee

9.18.1. Submission of Security Deposit / Performance Guarantee

Within **28 (twenty-eight) days** of issuance of "Letter of Acceptance (LOA)", the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank / Scheduled Bank in India, in the amount, **10 %** of the contract value excluding GST.

This Security Deposit / Performance Bank Guarantee should be kept valid and enforceable till a date, covering **at least 3 (three) months** beyond the date of expiry of the Defect Liability Period of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **SCC Clause No. 9.39**). In case the actual duration of the aforesaid Defect Liability Period is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period.

Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

termination of the contract (including forfeiture of the Earnest Money Deposit, if any or taking action in line with Bid-securing Declaration, if submitted by the Bidder.).

9.18.2. The **Security Deposit / Performance Bank Guarantee** shall be denominated in the currency(ies) of payment in the Contract, and shall be in the form furnished in **Section-XII**.

9.18.3. The original Bank Guarantee should be sent by the issuing Branch of the Bank, directly to the Employer, under Registered Post (A.D), at the following address:

General Manager (Finance),
Haldia Dock Complex (HDC),
Jawahar Tower Complex,
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN – 721 607,
State : West Bengal, India.

A photocopy of the Bank Guarantee should also be sent to the ‘Engineer’, by the Contractor, for record, at the following address:

Sr. Dy. Manager (P&E),
Haldia Dock Complex (HDC)
Operational Administrative Building (1st floor),
Chiranjibpur;
P.O. Haldia, Dist. Purba Medinipur;
PIN: 721 604;
West Bengal, India.

The General Manager (Finance), HDC may require Bank’s confirmation for having issued the Guarantee. In that case, the issuing Branch of the Bank should send a confirmation letter, directly to the Employer, under Registered Post (A.D), at the above address.

9.18.4. The proceeds of **Security Deposit / Performance Guarantee** shall be payable to the ‘Employer’, as compensation, for any loss resulting from the Contractor’s failure to complete its obligations under the Contract.

9.18.5. **Security Deposit / Performance Guarantee** shall be liable to be forfeited, at the option of the ‘Employer’, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the Contract.

9.18.6. The ‘Employer’ shall be at liberty to deduct / recover any of their dues from **Security Deposit / Performance Guarantee**.

In that case, if **Security Deposit / Performance Guarantee** is reduced by reason of any such deduction or encashment, the Contractor shall have to, **within 15 (fifteen) days thereafter**, make good the amount so reduced.

9.18.7. The cost of obtaining **Security Deposit / Performance Bank Guarantee** or any other Bank Guarantee and / or revalidation thereof, whenever required, has to be borne by the Contractor and it shall be their sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for

non-fulfilment of any contractual obligation by the Contractor, the 'Engineer' and/or the Employer shall be at liberty to raise claim / demand under Security Deposit / Performance Guarantee and/or enforce the same unilaterally.

No interest/charge, of whatsoever nature, shall be paid by the Employer on the amount of **Security Deposit / Performance Guarantee** held by the 'Employer', at any stage.

- 9.18.8. On completion of execution of the work, the Contractor shall maintain the same during the **"Defect Liability Period"**, as specified in **SCC Clause No. 9.39**, from the date mentioned in the **"Certificate of Completion of Work"** [as per the form furnished in **Section-XII**]. Any defect / fault, which may appear in the work during the 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 their own cost, within 7 (seven) days of the date of such notice, to the satisfaction of the 'Engineer' or his Representative, failing which, the 'Engineer' or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the 'Engineer'.
- 9.18.9. The Contract shall not be considered completed and the work shall not be treated as finally accepted by SMPK, until a **"Certificate of Final Completion"** [as per the form furnished in **Section-XII**] shall have been signed and issued by the 'Engineer', after all obligations under the Contract, including that in the Defect Liability Period (DLP), if any, have been fulfilled by the Contractor. Previous entry on the work or taking possession, working or using thereof by SMPK shall not relieve the Contractor of their obligations under the Contract for full and final completion of the work.
- 9.18.10. **Release / refund of Security Deposit / Performance Guarantee:**
On successful completion of the 'Defect liability period' (considering extension, if any) of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **SCC Clause No. 9.39**), the Contractor may apply for release / refund of his Security Deposit / Performance Guarantee [as stated in **SCC Clause No. 9.18.1**] by submitting to the 'Engineer' an application, alongwith **"No Claim Certificate"**, as per the form furnished in **Section-XII**, whereupon the 'Engineer' shall issue **"Certificate of Final Completion"** [as per the form furnished in **Section-XII**]. The 'Engineer' shall also issue necessary recommendation for release of the said Security Deposit / Performance Guarantee [as stated in **SCC Clause No. 9.18.1**] or refund the balance due against the Security Deposit / Performance Guarantee [as stated in **SCC Clause No. 9.18.1**] to the Contractor, after making deduction therefrom in respect of any sum due to SMPK from the Contractor.

9.19. Contractor's personnel and Contractor's representative

9.19.1. The Contractor's personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The 'Engineer' may require the Contractor to remove (or cause to be removed) any person employed on the site of work, including the Contractor's representative, if applicable, who:

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,
- c) fails to conform with any provisions of the contract, or
- d) persists in any conduct, which is prejudicial to safety, health or protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

9.19.2. The Contractor shall have to communicate the names of their officials/representatives, authorized by them through **Power of Attorney** (specimen signature of such authorized representative should be attested), to make all correspondences and sign all documents/papers in relation to this Contract.

Written orders or instructions, which the Employer may issue to such authorized officials/ representatives of the Contractor, shall be deemed to have been given to the Contractor.

9.19.3. In case any of such authorised persons fails to act as Contractor's representative, the Contractor shall similarly communicate the name and particulars of another suitable person for such authorization.

The Contractor shall have to notify the 'Engineer', immediately after revoking the appointment of the Contractor's representative and appointment of a replacement.

9.19.4. If any of the Contractor's representatives / officials is required to be temporarily replaced during the period of contract, the name of the person temporarily authorised [by any one of the authorised officials/representatives, authorized earlier through **Power of Attorney**], shall have to be notified. Specimen signature of such temporarily authorised representative(s) should be attested [by the said authorised official / representative].

9.20. Assignment and sub-contracting

9.20.1. The Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract the whole of the work.

Unless otherwise stated in the contract, the Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve the Contractor from any of their liabilities or obligations under the contract and they shall be responsible for :

- a) the acts, defaults and neglect of any Sub-contractor, their agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor, their agents, servants or workmen,
- b) their full and entire responsibility of the contract and active superintendence of the work by them despite being sublet.

Provided that the Contractor shall not be required to obtain such permission for:

- i) the provision of labour engaged on piece-work basis/daily rate basis,
- ii) the purchase of materials/services which are in accordance with the standards specified in the contract,
- or
- iii) the sub-contracting of any part of the work, for which the Sub-contractor is named in the contract.

The Contractor shall be responsible for observance, by all Sub-contractors, of labour laws applicable in India (for the portion of work that would be executed in India) and all other provisions of the contract.

9.20.2. No **participating bidder** [in connection with the instant tender] will be allowed to act as a **Sub-contractor** of the successful bidder (Contractor).

9.20.3. In the event of the Contractor contravening aforesaid condition [**SCC Clause No. 9.20.2**], the Employer shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at **risk and cost of the Contractor**, who shall be liable for any loss or damage, which SMP, Kolkata may sustain in consequence to arising out of such replacement of the Contractor.

9.20.4. The Contractor shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of the Employer.

9.21. Access to site

9.21.1. The Contractor shall have to abide by the **rules and regulations of Syama Prasad Mookerjee Port, Kolkata** in respect of entry / exit and movement in the dock premises.

9.21.2. Necessary **Gate Pass / Dock Entry Permit**, for entering into the Dock area, will be issued to the personnel of the Contractor [including that of approved Sub-contractor(s)] directly connected with the work, **on chargeable basis** [as per the extant “**Scale of Rates**” of SMP, Kolkata, available at of **Syama Prasad Mookerjee Port, Kolkata**], on receipt of a formal written request.

However, for issuing such Gate Pass, the following would be required:

- i) **For Indian nationals**: A photocopy of the Voter’s Identity Card/any other Photo Identity Card.

ii) **For foreign nationals (excluding from Nepal and Bhutan):**

Permission in the form of “No objection” for entering Haldia Dock, from the office of the Superintendent of Police, Purba Medinipur, West Bengal, India, which acts as the District Registration Office for foreigners.

Dock Entry Permits shall not be issued to the mentioned foreign nationals without the aforesaid permission. The aforesaid “No objection”, along with photocopies of Passport and Visa of the foreign national, has to be submitted to the Administration Division of HDC, SMP, Kolkata, with an application for obtaining Dock Entry Permit(s).

- 9.21.3. The Contractor will be fully responsible for any injury (whether fatal or otherwise) to their personnel [including that of approved Sub-contractor(s)], for any loss or damage to property or for any other loss, damage, costs and expenses, whatsoever caused, which, but for the granting of such permission, would not have arisen.
- 9.21.4. The Contractor will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property, which may be caused due to any act of the Contractor or their personnel [including that of approved Sub-contractor(s)].
- 9.21.5. **No photograph within the Dock Area** shall be taken by the Contractor, without prior permission of the Engineer.
- 9.22. **Transportation of materials**
- 9.22.1. All materials, spare parts, tools, tackles, service equipment, including consumables, required under this contract, will have to be packed, securely placed and protected by the Contractor during transportation. The Contractor will be held responsible for the inefficient packing, storing and protection of the materials.
- 9.23. **Contractor’s equipment**
- 9.23.1. The Contractor shall be responsible for all the equipment of the Contractor. When brought on to the site, the Contractor’s equipment shall be deemed to be exclusively intended for the execution of the work. The Contractor shall not remove from the site any major items or Contractor’s equipment without the consent of the Engineer. However, consent shall not be required for vehicle(s) transporting goods or Contractor’s personnel off site.
- 9.24. **Supply of Water and Electricity**
- 9.24.1. Supply of water:
- Drinking water supply at the Contractor’s site office, store, workshop, assembly / erection yard, etc. will be given on chargeable basis.
- Water supply, if required, for the actual work (including erection, commissioning & cleaning work) at the site and / or maintenance, repair & cleaning work (required to be carried out at site during the “Defect Liability

Period”) will be provided free of cost.

For this, the Contractor shall have to make all arrangements, including installation of Water Meter (in case water supply is given on chargeable basis) and laying of pipelines from the source(s) identified by SMP, Kolkata, at their cost. The Contractor will be responsible for maintenance and calibration of such water meter also.

SMP, Kolkata do not guarantee uninterrupted supply of water and the Contractor shall not be compensated for any delay or irregularity in supplying water. The Contractor shall have to arrange for the supply of water at their own cost during such periods.

9.24.2. Billing against supply of water:

In case water supply is given on chargeable basis, water consumption charges will be determined on the basis of actual consumption recorded through water meter and applicable rate of HDC, SMPK [based on the prevalent rates of SMP, Kolkata, as may be amended from time to time]. Billing will be done on the basis of aforesaid water consumption charges and overhead charges @ 19.25% [on the aforesaid water consumption charges] as per the notifications of Tariff Authority of Major Ports (TAMP).

The billed amount against water supply shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor’s bill(s).

9.24.3. Supply of electricity:

Supply of Electricity at the Contractor’s site office, store, workshop, assembly / erection yard, etc. will be on chargeable basis.

Power supply, if required, for the actual work (including erection and commissioning) at the site and/or maintenance and repair (required to be carried out at site during the “Defect Liability Period”) will be provided free of cost.

For this, the Contractor shall have to make all arrangements, including installation of Energy Meter (in case power supply is given on chargeable basis) and laying of Cables from the source(s) identified by SMP, Kolkata, at their cost. The Contractor will be responsible for maintenance and calibration of such Energy Meter also.

SMP, Kolkata do not guarantee uninterrupted supply of Electricity and the Contractor shall not be compensated for any delay or irregularity in supplying Electricity. The Contractor shall have to arrange for Electricity at their own cost during such periods.

9.24.4. Billing against supply of electricity:

In case power supply is given on chargeable basis, electricity consumption charges will be determined on the basis of Chargeable Unit (kWh) and

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

applicable rate of West Bengal State Electricity Distribution Company Limited (WBSEDCL). Billing will be done on the basis of aforesaid Electricity consumption charges and overhead charges @ 19.25% [on the aforesaid Electricity consumption charges] as per the notifications of Tariff Authority of Major Ports (TAMP).

The billed amount against electric supply shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

9.25. Use of ground and land/covered space for Contractor's establishment

9.25.1. The Contractor shall be allowed to use a suitable land (open space), which in the opinion of SMP, Kolkata may be absolutely necessary for the proper and efficient execution of work. The Contractor shall be allowed to erect any temporary structures on this land for **office and / or store and / or workshop**, etc. and make all suitable arrangement for water supply, Electricity supply and sanitary arrangements for the same, at their own cost.

For this, the Contractor shall have to make an application and the required land would be allotted on chargeable basis, as per SMP, Kolkata's "Schedule of Rate", prevailing at that time.

9.25.2. On completion of work or termination of the contract, the Contractor shall have to clear away all their tools, plants, rubbish and other materials, **within a fortnight** and hand over vacant and peaceful possession of the same to SMP, Kolkata, in a tidy and clean condition.

9.25.3. In case the Contractor is interested in taking **covered space, office room**, etc. of SMP, Kolkata for the purpose of making a site office and store in the Dock area, the same may also be allotted subject to availability. The rents for such covered spaces or office room of SMP, Kolkata, to be allotted to the Contractor, shall have to be paid by the Contractor, as per the 'Schedule of Rent' of SMP, Kolkata, prevailing at that time. In addition to the rent, **water consumption charges** [as per **SCC Clause Nos. 9.24.2**] and **Electricity consumption charges** [as per **SCC Clause No. 9.24.4**] (if Electricity / water is supplied from SMPK's sources) and other applicable charges, as per the notifications of **Tariff Authority of Major Ports (TAMP)**, have to be paid by the Contractor. The Contractor will be responsible for installation, maintenance and calibration of Water Meter and / or Energy Meter also.

9.26. Existing services

9.26.1. Drains, Pipes, Cables, overhead wires and similar services, whether above or below the ground, which may be encountered in the course of the work, shall be saved and kept harmless from injury and/or loss or damages by the Contractor, at their own costs and expenses, so that they continue to be in full and uninterrupted use to the Employer.

- 9.26.2. The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The Contractor shall, at their own costs and expenses and without any delay, repair and make good, to the satisfaction of the Employer, any injury and/or loss or damage caused by the Contractor to the same.

D. STAFF AND LABOUR

9.27. Engagement of staff and labour

- 9.27.1. The labour, as mentioned in the respective clauses, shall include all labourers of the approved sub-contractor(s), with respect to this contract.
- 9.27.2. The Contractor shall have to make their own arrangements for the engagement of all staff and labour, for doing the work at site or in respect of or in connection with the execution of work, as also for the transport, housing, feeding. They shall have to ensure making payment to the above staff and labours, to be engaged by them (including the labours, to be engaged by the approved Sub-contractor, if any).
- 9.27.3. SMP, Kolkata's store shall mean any store of Haldia Dock Complex, situated at Haldia.
- 9.27.4. It is expressly made clear that both before and after the completion of the work or termination of the contract, SMP, Kolkata **shall have no liability, whatsoever, for the personnel to be engaged by the Contractor [or by the approved Sub-contractor(s)] for the work under this contract.**

9.28. Labour Laws

- 9.28.1. The Contractor shall, at all times, during the pendency of the contract [including the period of making good/rectification of deficiencies/defects, if any], have to comply fully with all existing **Acts, Regulations and Byelaws**, including all **statutory amendments** and re-enactment of **State or Central Government** and other **Local Authorities** and any other enactments and acts that may be passed in future either by the **State** or the **Central Government** or **Local Authority**, including **Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, Factories Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act**, etc., if applicable and/or as applicable.
- 9.28.2. If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any moneys due or that become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums, which the Employer is required or called upon to pay or reimburse on behalf of the Contractor.
- All **registration and statutory inspection fees**, in connection with labour engagement, with respect to this contract, shall have to be paid by the Contractor, if applicable and/or as applicable.
- 9.28.3. The Contractor shall have to, immediately after the occurrence of any

accident, at or near the site or in connection with the execution of the work under the contract, report (over phone or otherwise) to the 'Engineer' or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident.

The Contractor shall also have to report such accident to the 'Engineer', in writing (giving reference to the earlier communication made). Based on such report, necessary communication with the competent authority would be made whenever such a report is required by law.

9.28.4. For any accident occurred within the entire operational area covered under the contract, the Contractor shall have to arrange prompt investigation into the matter through recording of statement of the personnel witnessing the accident. Such "Accident Report", containing the findings, along with the statements so recorded, shall have to be forwarded by the Contractor to the 'Engineer' at the earliest.

9.28.5. The Contractor shall have to provide full medical treatment to their staff & labourers, in case of "**Accident on Duty**", which will inter alia include their obligations under the **Workmen's Compensation Act, 1923**, including all amendments thereof.

The Employer shall in no manner be liable to the Contractor or any person engaged/employed by them [including that of Sub-contractor] or any other person, for injuries or death caused as a result of accidents occurred, either within or outside the site of work, under the contract. The Contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.

9.28.6. The Contractor shall have to indemnify SMP, Kolkata, in the event of SMP, Kolkata being held liable to pay compensation for injury to any Contractor's servants or workmen [including that of Sub-contractor] under the **Workmen's Compensation Act, 1923**, as amended from time to time.

9.28.7. Whenever the contract comes to an end with the efflux of time or otherwise or is terminated, the Contractor shall be required to fulfil all their obligations towards their workmen in terms of applicable labour laws and submit necessary documents towards such effect, to the Employer in support of the same. Any deposit, which may be lying with SMP, Kolkata to their credit, will be liable to be applied for this purpose, if the Contractor fails to comply with the same. In case such documents are not furnished by the Contractor, the Employer will not release the **Security Deposit / Performance Guarantee** and any other amount as may remain due to the Contractor.

9.29. **Health and safety**

9.29.1. In the event of any outbreak of illness or an epidemic nature, the Contractor shall have to comply with and carry out such regulations, orders & requirements, as may be made by the Government, or the local medical or

sanitary authorities, for the purpose of dealing with and overcoming the same.

- 9.29.2. The contractor shall provide all necessary First Aid measures, rescue & lifesaving equipment, to be available at Site of Work, in proper condition.
- 9.29.3. The contractor shall adhere to safe construction practice, guard against hazardous & unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life & property. The Contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of **general safety rules/regulations**, including **Dock Workers' (Safety, Health & Welfare) Act, 1986**.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules/ regulations.

- 9.29.4. The Contractor [including approved Sub-contractor(s)] shall have to provide (at their own expenses) all required **Personal Protective Equipment (PPE)** [such as Safety Belts , Helmets, Safety Shoes, Nose Masks, Hand Gloves, etc.] & **Safety Gears** for all personnel & labourers engaged during the work.

The contractor shall also provide job specific PPEs [such as safety belts for working at heights; protective face & eye shield; goggles & hand gloves for welding / gas cutting work; protective foot wear & gloves for hot work; facemasks & gloves for painting work, mixing & material handling work, etc.], as directed by the 'Engineer' or his representative.

In case of failing to provide the PPEs & Safety Gears, as mentioned above, by the Contractor, the Employer shall provide the same & recover the cost thereof from any amount due, or which may become due to the Contractor or from any amount lying with them or under their control.

- 9.29.5. Safety Officer of the SMPK or Safety Inspectors shall be afforded all facilities for inspection of the work, tools, plant, machineries, equipment, etc., wherever so required. The contractor shall further comply with any instruction issued by the 'Engineer', SMPK's Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent work, working of tools, plants, machineries, equipment, means of access or any other aspect.

- 9.29.6. 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 equipment 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.

- 9.29.7. The Contractor shall obtain permit for work at height & other related

work, if applicable, from concerned Authority (if any) , at their own cost & arrangement.

9.29.8. 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) Their office, labour hutment, etc. shall be maintained in a clean and hygienic condition through out the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

9.30. Employees' Provident Fund & Employees' State Insurance

- 9.30.1. The Contractor should have their establishment (with respect to this contract) registered with the concerned authorities under the provision of **Employees' Provident Fund & Miscellaneous Provision Act, 1952** and **Employees' State Insurance Act, 1948**. The Contractor shall have to submit the proof of registration as mentioned above immediately after commencement of work.
- 9.30.2. As per the above mentioned Act, the Contractor is liable for remittance of monthly subscription contribution in respect of **Employees' Provident Fund (EPF)** and **Employees' State Insurance (ESI)** for the workers engaged by them, wherever applicable.
- 9.30.3. In case, registration with the EPF and ESI Authorities is not applicable for the employees of the Contractor [or for the employees of the Sub-contractor(s)], documentary evidence to establish non-applicability to be submitted by the Contractor.
- 9.30.4. In case of sub-contracting any part of the work, above requirements should also be fulfilled by the approved Sub-contractor and necessary documents shall have to be submitted in time, as indicated above.

E. PLANT, MATERIALS AND WORKMANSHIP

9.31. Materials to be supplied by the Employer

- 9.31.1. Regarding supply of any materials by SMPK 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 SMPK's Store [store of Haldia Dock Complex, situated at Haldia], 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 SMPK's Stores, as per the direction of the 'Engineer' or his Representative.
 - b) Being the custodian of SMPK's materials, the Contractor shall remain solely responsible for any such materials issued to him and for any loss or

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

damage thereof for any reason other than “Excepted Risks”, the Contractor shall compensate SMPK’s, 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) SMPK’s 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 SMPK’s 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 SMPK’s materials issued to the Contractor shall be recovered from the Contractor’s bills and/or any of his other dues, progressively, according to the consumption thereof on the work and/or in the manner decided by the ‘Engineer’ or his Representative and at the rate(s) stipulated in the contract. These rates shall only be considered by the Contractor in the preparation of his bid/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 SMPK’s failure to effect timely supply thereof.
- e) If the ‘Engineer’ decides that due to the Contractor’s negligence, any of SMPK’s materials, issued to the Contractor, has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the Contractor in excess of normal wastage, then the value thereof shall be recovered from the Contractor’s bills, or from any of his other dues, after adding 19.25 % extra over the higher one of the followings:
 - i) The issue rate of the materials at SMPK’s Stores, and
 - ii) The market price of the material on the date of issue, as would be determined by the Engineer.

9.32. Contractor’s arrangement for execution of the work

- 9.32.1. The Contractor will have to arrange and provide all types of materials, etc. [in line with the Technical Specification] throughout the execution of the contract.
- 9.32.2. SMP, Kolkata will not take any responsibility regarding non-availability of any such materials for which Contractor is responsible as per contract. The Contractor shall have to assess the requirement of such materials and keep sufficient stock.
- 9.32.3. The Contractor shall have to provide all equipment, including tools, tackles, lifting machineries, air compressor, scaffolding arrangement, different vehicular transport, etc., necessary to execute the work.
- 9.32.4. All tools & machineries to be used by the Contractor should be suitable for the particular requirement (i.e. capacity should be adequate) and the same should

be checked for fitness before use. They should maintain the said equipment properly to ensure their efficient working.

- 9.32.5. The Contractor shall, at their own costs and expenses, have to provide all labour, plant, haulage, transportation of plant and equipment to be used for executing the contract, all materials, stores, etc. (except the equipment & materials to be provided by SMP, Kolkata, as per contract) required for efficiently carrying out the work to the satisfaction of the Employer.
- 9.32.6. The Contractor should use calibrated measuring & testing instruments and should also ensure revalidation of such calibration as and when required. In this regard, initially the Contractor shall have to submit a list of measuring and testing instruments (mentioning the period of validity of Calibration Certificates) to be used. The photocopies of the Calibration Certificates (including the revalidations) of the said measuring and testing instruments, shall have to be submitted to the 'Engineer'.

9.33. Inspection and testing

- 9.33.1. The 'Engineer' or his authorised Representative shall have, at all reasonable time, access to the Contractor's premises or work site or other premises [if a part of the work is being executed there or some **maintenance repair** work (during **Defect Liability Period**) is being done there] and shall have the power, at all reasonable time, to **inspect, examine and test the materials and workmanship**, as well as the **documents, equipment, tools, measuring & testing instruments**, as applicable, in connection with the instant contract (including **Defect Liability Period**).
- 9.33.2. The materials, to be supplied by the Contractor, will be inspected / tested before installation, either at Contractor's premises or at work site, jointly by the authorized representative of HDC, SMP, Kolkata and the Contractor, based on the "Technical Specification".
- 9.33.3. During execution of the work as well as after completion of the jobs, the same will be inspected and tested jointly by the authorized representative of HDC, SMPK and the Contractor at site, based on the 'Technical Specification & Scope of Work'. The Contractor will have to provide all facilities for inspection of the materials and executed work, at their own risk, cost and arrangement.
- 9.33.4. The major items (fabricated / bought out items) may be inspected & tested at Manufacturer's works by the representative of HDC, SMPK, before delivery. Physical checking & verification of the items will be carried out at site after delivery, as per the 'Technical Specification', based on Manufacturer's test certificate, as applicable. Other materials, which will be provided / installed by the Contractor, will be inspected at site, as applicable, before installation.
- 9.33.5. The materials supplied & utilised by the Contractor, in the instant work, should strictly conform to the laid down specification in the contract.

Samples from the supplies may be drawn for testing by SMPK's own arrangement or for testing at Government approved Test House. If the sample

is found to be inferior to the laid down specification of the contract, the materials will be rejected in whole or in part. The Contractor shall be debited with the cost of test. Moreover, rejected materials shall have to be replaced by the Contractor at their own cost, risk & arrangement.

- 9.33.6. The 'Engineer' or his authorised Representative, on giving 7 (seven) days' notice, in writing, to the Contractor, setting out any ground of objections, in respect of the work, shall be at liberty to reject all or any material and/or workmanship in the subject of any of the said grounds of objection, which are not in accordance with the contract.
- 9.33.7. If found necessary, SMP, Kolkata reserves the right to get the materials inspected from a **Government** or **Government recognized Laboratory / Test House**.
- 9.33.8. In case of subletting to other Contractors or manufacturers or suppliers by the Contractor, the 'Engineer' will reserve the right as follows:
- i) that inspection and / or testing will be carried at the Sub-contractor's works; or
 - ii) that inspection will be carried out at site; or
 - iii) that inspection will be waived, subject to the Contractor furnishing a certificate of compliance with specification by a competent authority recognised by national/international institutes.
- 9.33.9. After completion of the work, on satisfactory testing & commissioning, as applicable, measurement of the executed work of will be certified by the representative of the 'Engineer' and 'Work Done Certificate' will be issued accordingly, against the executed work.
- 9.33.10. Notwithstanding the fact that the materials or installations work have passed the inspection, the Contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc., as per the Contract.

9.34. Removal of materials on completion

- 9.34.1. The Contractor shall, on completion of the contract or when directed by the Employer, shall have to remove all plant, equipment, tools, materials, temporary constructions, etc. and rubbish garbage, waste, which may have accumulated during the execution of the contract, other than those permanently used into the work, at Employer's site.

9.35. Workmanship and secrecy

- 9.35.1. The Contractor shall carry out the services in conformity with generally accepted norms and sound standards of Engineering. The Contractor shall be responsible for the technical soundness of the services rendered. In the event of any deficiency in those services, the Contractor shall promptly re-do the same, at no additional cost to the Employer.
- 9.35.2. The Contractor shall use all the documents, drawings and other data & information, of proprietary nature, received from the Employer, solely for the purpose of performing and carrying out the obligations on his part under the

Agreement in the performance of the work for the project and maintain utmost secrecy, in this regard. The documents, drawings and other data & information, received from the Employer, shall not be used by the Contractor for any other purpose.

F. COMPLETION OF WORK, HANDING OVER & TAKING OVER, ETC.

9.36. Completion Certificate

9.36.1. When the whole of the work has been completed to the satisfaction of the 'Engineer', the Contractor shall, within 21 (twenty-one) days of submission of their application to the 'Engineer', be entitled to receive from him a certificate for completion of work as per the form furnished in **Section – XII**.

9.37. Completion Period

9.37.1. All the jobs, in line with 'PRICE SCHEDULE' and 'Technical Specification & Scope of Work', are to be completed within **8 months** from the date of issue of Letter of Acceptance (LOA) [i.e. **award of contract**].

9.38. Taking over of the Contract job by SMP, Kolkata

9.38.1. The Contract job will be taken over by HDC, SMPK after completion of the works in accordance with the Contract, having passed all the tests under "Tests on completion" and submission of required Manuals, As Built Drawings, etc..

9.38.2. However, the actual date of completion of the contract will be considered as per **SCC Clause No. 9.37 [Completion period]**.

9.39. Defect Liability Period (DLP)

9.39.1. The materials supplied and work executed by the Contractor will be guaranteed for a period of 12 (twelve) months from the date of taking over, after complete execution of the work.

9.39.2. "**Defect Liability Period**" shall mean the **Guarantee Period**, which starts from the date of taking over the Contract job [as per **SCC Clause No. 9.38** (Taking over of the Contract job by SMP Kolkata)] and will continue till expiry of 12 months, calculated from the date of taking over the Contract job.

9.39.3. During "**Defect Liability Period**" [as specified above], the Contractor shall nominate 1 (one) competent, experienced and responsible technical person, to co-ordinate and execute all works to be attended by the Contractor, as per contractual obligations, without any extra cost to HDC, SMP, Kolkata.

9.39.4. The Contractor shall be responsible for making good (including replacement of defective items, if required), with all possible speed, at their expense, any defect in or damage to any portion of the work, which may appear or occur after the Contract job has been taken over [as per **SCC Clause No. 9.38** (Taking over of the Contract job by SMP, Kolkata)] and before expiry of Defect Liability Period [as specified above] and which arises either:

- a) from any defective materials, workmanship or design, or
- b) from any act or omission of the Contractor done or omitted during the said period.

9.40. **Defects after taking over**

- 9.40.1. If any such defects shall appear or damage occur (as detailed in **9.39.4**), the 'Engineer' shall forthwith inform the Contractor thereof, stating in writing the nature of defect or damage.

The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of 'Engineer'.

- 9.40.2. After the taking over of the Contract job, if the same cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the **Defect Liability Period** shall be extended accordingly. If only a **portion** of the **Contract job** is affected, the **Defect Liability Period** shall be extended [in case the defects is not rectified or defective materials is not replaced within 24 (twenty-four) hours of its occurrence] only for that portion, provided the other portions of the **Contract job** remains in order, fulfilling contract conditions. In neither case shall the **Defect Liability Period** be extended beyond **18 (eighteen) months** [from the date of taking over the **Contract job**] for the materials, installations & workmanship, with respect to the instant job, as a whole.
- 9.40.3. If any such defect or damage be not remedied by the Contractor within a reasonable time, HDC, SMP, Kolkata may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which HDC, SMP, Kolkata may have against the Contractor in respect of such defects.
- 9.40.4. All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred in this clause shall be subject to the conditions of this contract, which shall be binding on the Contractor in all respects during the **Defect Liability Period** and its extension, if any.

9.41. **Extension of completion period:**

Should the quantum of extra or additional work of any kind or delayed availability of SMPK's materials to be supplied as per contract or **Force Majeure** condition (as per **SCC Clause No. 9.54**) or other special circumstances, of any kind, beyond the control of the Contractor or any other reason not attributable to the Contractor [including hindrance at site of work, causes indicated as "**Excepted Risks**", etc.] cause delay in completing the work, the Contractor shall apply to the 'Engineer', in writing, for suitable extension of completion period, within **7 (seven) days** from the date of occurrence of the reason and the 'Engineer' shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow, in writing, the extension period as he would deem proper for completion of the work, with or without the imposition of "**Liquidated Damage**" (**SCC Clause No. 9.42.1** hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion period is granted by the 'Engineer', "**Liquidated Damage**" (**SCC Clause No. 9.42.1** hereof) shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the 'Engineer', as aforesaid.

9.42. **Liquidated Damage:**

9.42.1. **Liquidated Damage**

If the Contractor fails to complete the work within the stipulated dates [as per **SCC Clause No. 9.37.1**] or such extension thereof, as communicated by the 'Engineer', in writing, the Contractor shall pay as compensation (**Liquidated Damage**) to SMPK and not as a penalty, @ ½% (half percent) of the total value of work (contract piece, excluding GST) as mentioned in the Letter of Acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. Necessary GST, as applicable, on Liquidated Damage amount, shall also have to pay by the Contractor.

9.42.2. Without prejudice to any of their legal rights, SMPK shall have the power to recover the amount of compensation / damage / penalty, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation / damage / penalty 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 3 (three) days' notice, in writing, has been given to the Contractor by the 'Engineer' or his Representative.

G. CONTRACT PRICE, PAYMENT AND DEDUCTIONS

9.43. **Contract Price**

9.43.1. Price charged by the Contractor for the related services performed under the Contract shall not vary from the rates accepted by the Employer, based on the bid / offer of the Successful Bidder and stated in the "Letter Of Acceptance", with the exception of any price adjustment, if provided for in the contract.

9.43.2. The Accepted Rates [in Accepted Price Schedule] shall include all taxes & duties of Central / State / Local bodies [excluding Goods and Services Tax (GST)], as applicable, all incidental charges and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services, as described in the 'Price Schedule' & 'Technical Specification & Scope of Work'.

9.43.3. Changes **in statutory taxes & duties will be adjusted** time to time.

9.43.4. No claim whatsoever of the Contractor for their man & material resources remaining idle for any reason or for any other expenses incurred by them due to the flow of work not being continuous or for stoppage of work, will be entertained by the Employer.

9.44. **Terms of payment**

9.44.1. *The quantities given in the "PRICE SCHEDULE" are indicative only [which may vary (both upward & downward) during execution] and are given to provide a common base for tendering & evaluation. However, the payment*

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

will be made on the exact quantity to be executed by the Successful Bidder.

- 9.44.2. Payment will be made (at the accepted rates) within 30 days from the date of submission of clear & unambiguous bill, along with certification against the executed work, on the basis of measurement of completed work, in line with the “Schedule of items” [Price Schedule]. *Part payment may be made after commissioning of minimum 4 nos. lattice towers.*

9.44.3. **Submission of Bill / Tax Invoice:**

Bills should be submitted, in triplicate, to Sr. Dy. Manager(P&E), Plant & Equipment Division, Haldia Dock Complex, along with required certifications / inspection reports and other relevant documents.

Payment will be made in Indian Rupees through the banker of the Contractor (i.e. through **ECS**). During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

- i) Bank Account number.
- ii) Name of the bank
- iii) Name of the branch.
- iv) Address of the branch.
- v) MICR code of the branch.

9.44.4. **Payment of Goods & Services Tax (GST):**

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

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

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

9.44.5. **Time of payment:**

The Contractor shall have to submit **bills in triplicate** to the ‘Engineer’, in accordance with **SCC Clause No. 9.44.3**. In normal circumstances, payment of the bills, accompanied by Inspection Certificates / Work Done Certificate / Job Certification & other relevant documents, duly recommended by the ‘Engineer’ or his Representative, will be passed within 30 (thirty) days from the date of receipt of such bills, if found in order.

9.44.6. **Income Tax deduction:**

Income Tax, if any, as per the relevant provision of the Income Tax Act, shall be **deducted at source** from amount payable to the Contractor.

9.44.7. **No interest on account of delayed payments:**

Any claim for interest will not be entertained by SMP, Kolkata with respect to any delay on the part of SMP, Kolkata for making payment, or for any dispute. The decision of the ‘Engineer’ is final in such matters.

9.45. **Extra expenses incurred by the Employer**

9.45.1. Any extra expenses incurred in connection to the work by the Employer in the performance of the work owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or they may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from them in such manner as the Employer may determine.

9.46. **Recovery of deducted amount**

9.46.1. Without prejudice to any of their legal rights, SMPK shall have the power to recover the amount of deduction, from any money due or likely to become due to the Contractor. Such payment or deduction shall not relieve the Contractor from their obligation to complete the work or from any of their other obligations / liabilities under the contract.

H. SUSPENSION & TERMINATION

9.47. **Notice to correct**

9.47.1. If the Contractor fails to carry out any of their obligations under the Contract, the 'Engineer' may give notice to the Contractor, requiring them to make good the failure and to remedy the same within a specified reasonable time.

9.48. **Termination by Employer**

9.48.1. The Employer shall be entitled to terminate the contract if:

a) the Contractor fails to comply with **SCC Clause No. 9.18 [Security Deposit / Performance Guarantee]**

or

with a notice under **SCC Clause No. 9.47 [Notice to correct]**,

b) the Contractor **abandons** the work, or **repudiates** the contract, or otherwise plainly demonstrates the intention not to continue performance of their obligations under the contract,

c) the Contractor, without reasonable or lawful excuse under this contract,

i) fails to proceed with the work, **within 14 days** from the scheduled date for commencement of work, in accordance with **GCC Clause No. 5.1 [Preliminary time to commence work and maintenance of steady rate of progress]**, under **Section -VIII**.

ii) keeps the work suspended for **at least 14 days**, despite receiving Engineer's written notice to proceed with the work,

or

- iii) fails to comply with a notice issued regarding rejection of material(s)/work and/or remedial work, **within 28 days** after receiving it,
- d) the Contractor **assigns / sub-contracts the whole of the work**
 - or
 - sub-contracts any portion of the work**, without the required consent, in line with **SCC Clause No. 9.20.**
- e) the Contractor becomes **bankrupt** or **insolvent**, goes into liquidation, have a receiving or administrative order made against them, compounds with their creditors, or carries on business under a receiver, trustees or manager for the benefit of their creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events,
- f) the Contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward,
 - i) for doing or forbearing to do any action in relation to the contract, or
 - ii) for showing or forbearing to show favour or disfavour to any person in relation to the contract,

or, if any of the Contractor's personnel, Agents or Sub-contractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this **sub-paragraph (f)**. However, lawful inducement and reward to the Contractor's personnel shall not entitle termination.
- g) the Contractor fails to execute the work in accordance with the contract
 - or
 - persistently or flagrantly neglects to carry out their obligations under the contract.
- h) the Contractor fail to make payment of wages to their personnel in relation to this Contract,
- i) the Contractor fails to carry out the work satisfactorily (as stated in these Bidding Documents or otherwise, decided by the 'Engineer') or may not be able to complete the work within the agreed period on account of Contractor's lapses.
- j) any accident occurs due to improper way of working by the Contractor's personnel, or
- k) any misconduct done by Contractor's personnel (including that of Agents or Sub-contractors) to SMP, Kolkata's employees.

In any of these event or circumstances, the Employer may, upon giving a **minimum 14 days' notice** [communicated by the Engineer] to the

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Contractor, **terminate the contract** and expel the Contractor from the site, without being liable for any compensation to the Contractor. However, in case of **sub-paragraph (e) or (f)**, the Employer may, by notice [communicated by the 'Engineer'], terminate the contract immediately.

The Employer's election to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise.

9.48.2. Upon receipt of the letter of termination of work, which may be issued by the 'Engineer' on behalf of the Employer, the Contractor shall have to leave the site of work and deliver any **required goods**, all **Contractor's documents**, and other **design documents**, made by or for them, all SMPK's **tools, plant and materials** issued to them, at the place to be ascertained by the 'Engineer', **within 7 days** of receipt of such letter. However, the Contractor shall use their best efforts to comply immediately with any reasonable instructions included in the notice

- i) for the assignment of any Sub-contractor,
and
- ii) for the protection of life or property or for the safety of the equipment/work.

The Contractor shall not be released from any of their obligations or liability under the contract and the rights & authorities conferred on the Employer and 'Engineer', by the Contract, shall not be affected.

9.48.3. Upon such termination of work, the Employer shall have the power to complete the work by themselves and/or through any other agency at the Contractor's risk & expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had they duly completed the whole of the work in accordance with the contract.

The Employer or such other agency may use, for such completion, so much of the Contractor's documents, other design documents, made by or on behalf of the Contractor, Contractor's equipment, temporary work, plant & materials, as they think proper.

Upon completion of the work, or at such earlier date, as the 'Engineer' shall give notice that the Contractor's equipment and temporary work will be released to the Contractor at or near the site, the Contractor shall remove or arrange removal of the same from such place without delay and at their risk & cost. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall be paid to the Contractor.

9.49. **Valuation at date of termination**

9.49.1. As soon as practicable after a notice of termination under **SCC Clause No. 9.48 [Termination by Employer]**, has taken effect, the 'Engineer' shall proceed in accordance with **SCC Clause No. 9.17 [Determinations]** to agree

or determine the value of the work, goods & Contractor's documents, and any other sums due to the Contractor for work executed, in accordance with the contract. The value of such work (executed in accordance to the Contract) shall be determined based on measurements of actual work done and approved rate(s), as per contract or other rates, as decided by the 'Engineer'. The Engineer's decision, in such case, shall be final, binding and conclusive.

9.50. Payment after termination

9.50.1. After a Notice of termination, under **SCC Clause No. 9.48 [Termination by Employer]** has taken effect, the Employer may

- a) give notice to the Contractor, indicating the particulars, for which Employer is entitled to any payment under any Clause or otherwise in connection with the contract, and or any extension of the **Defect Notification Period**.

However, Notice is not required for payments due under **SCC Clause No. 9.24 [Supply of water and Electricity]**, under **SCC Clause No. 9.25 [Use of ground and land/covered space for Contractor's establishment]**, or for other services requested by the Contractor,

- b) withhold further payments to the Contractor until the cost of execution, completion and remedying of any defects, damage, and all other costs incurred by the Employer, have been established, and / or
- c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the work, after allowing for any sum due to the Contractor under **SCC Clause No. 9.49 [Valuation at date of termination]**. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

9.51. Employer's entitlement to termination for convenience

9.51.1. The Employer, by notice [communicated by the 'Engineer'] sent to the Contractor, may terminate the Contract, in whole or in part, at any time **for Employer's convenience**. Such termination shall take effect **28 days** after the date on which the Contractor receives this notice or the Employer returns the Performance Guarantee. The notice of such termination shall specify that termination is for **Employer's convenience**, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination become effective.

The Employer shall not terminate the contract under this Sub-clause in order to execute the work exclusively by themselves or to arrange for work to be executed exclusively by another Contractor.

After such termination, the Contractor shall proceed in accordance with **SCC Clause No. 9.53 [Cessation of work and removal of Contractor's equipment]** and shall be paid in accordance with **SCC Clause No. 9.58 [Optional termination, payment and release]**.

9.52. **Corrupt or fraudulent practices**

9.52.1. If the Employer determines that the Contractor has engaged in **corrupt, fraudulent, collusive, coercive, or obstructive** practices, in competing for or in executing the Contract, then the Employer may, after giving **14 days notice** to the Contractor, terminate the Contractor's employment under the Contract and expel them from the Site, and the provisions of **SCC Clause Nos. 9.48 to 9.50** shall apply as if such expulsion had been made under **SCC Clause No. 9.48 [Termination by Employer]**.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the work, then that employee shall be removed in accordance with **SCC Clause No. 9.19 [Contractor's personnel and Contractor's representative]**.

For the purposes of this clause:

- i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

9.53. **Cessation of work and removal of Contractor's equipment**

9.53.1. After a notice of termination under **SCC Clause No. 9.51 [Employer's entitlement to termination for convenience]** or **SCC Clause No. 9.58 [Optional termination, payment and release]** has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may be necessary and instructed by the 'Engineer' for the purpose of making safe or protecting those parts of the work already executed and any work required to leave

the site in a clean and safe condition.

- b) hand over all construction documents, Plant and Materials for which the Contractor has received payment.
- c) hand over those other parts of the Work executed by the Contractor up to the date of termination
- d) remove all Contractor's equipment, which is on the site and repatriate all their staff and labour from the site.

And

- e) remove all other goods from the site, except as necessary for safety, and leave the site.

Any such termination shall be without prejudice to any other right of the Contractor under the contract.

I. FORCE MAJEURE

9.54. Definition of Force Majeure

9.54.1. In this clause "**Force Majeure**" means an exceptional event or circumstance

- a) which is beyond the control of the Employer and the Contractor,
 - b) which such party (Employer / Contractor) could not reasonably have provided against before entering into the contract,
 - c) which, having arisen, such party could not reasonably have avoided or overcome,
- and
- d) which is not attributable to other party.

Force Majeure may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied:

- i) war, hostilities (whether war be declared or not) , invasion, act of foreign enemies;
- ii) rebellion, terrorism, sabotage by persons other than the Contractor's personnel, revolution, insurrection, military or usurped power, or Civil War;
- iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel;
- iv) munitions of war, explosive materials, ionisation radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiations or radio-activity;
- v) natural catastrophes such as earthquake, tsunami (caused by earthquake at the ocean bed), fire, floods, hurricane, cyclone, typhoon or volcanic activity,

and

- vi) pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speed at the site of the work.

9.55. Notice of Force Majeure

9.55.1. If a party is or will be prevented from performing its obligations under the Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given **within 48 (forty-eight) hours** of the alleged beginning of the relevant event or circumstance constituting Force Majeure, giving full particulars and satisfactory evidence.

The party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either party to make payments to the other party under the contract.

9.56. Duty to minimise delay

9.56.1. Each party shall at all times use all reasonable endeavours to minimise any delay in the performance of the contract as a result of Force Majeure.

A Party shall give notice to the other party when it ceases to be affected by the Force Majeure, **within 48 (forty-eight) hours** of such ending.

9.57. Consequences of Force Majeure

9.57.1. If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under **SCC Clause No. 9.55 [Notice of Force Majeure]**, and suffers delay and / or non-performance as per the contractual obligations, by reason of such Force Majeure, the Contractor shall be entitled, subject to **SCC Clause No. 9.59 [Engineer's decision]**, to:

- a) an extension of time for any such delay, if completion is or will be delayed, under **SCC Clause No. 9.41 [Extension of completion period]**,
and
- b) non-imposition of penalty due to non-performance as per the contractual obligations.

After receiving this notice, the 'Engineer' shall proceed in accordance with **SCC Clause No. 9.17 [Determinations]** to agree or determine these matters.

9.58. Optional termination, payment and release

9.58.1. If the execution of all the work in progress is prevented for a **continuous period of 84 days** by reason of **Force Majeure** of which notice has been given under **SCC Clause No. 9.55 [Notice of Force Majeure]**, or for **multiple periods which total more than 140 days** due to the same notified Force Majeure, then either party may give to the other party a notice of termination

of the contract. In this event, the **termination shall take effect 7 days after the notice is given**, and the Contractor shall proceed in accordance with **SCC Clause No. 9.53 [Cessation of work and removal of Contractor's equipment]**.

Upon such termination, the 'Engineer' shall determine the value of the work done and issue a payment certificate which shall include:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the cost of plant and materials ordered for the work which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. Such Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal;
- c) any other cost or liability, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Work;
- d) the reasonable Cost of removal of temporary work and Contractor's equipment from the site and the return of such items to the Contractor's premises,
and
- e) the reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the work at the date of such termination.

J. CLAIMS, DISPUTES AND ARBITRATION

9.59. Engineer's decision

9.59.1. If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of the work, whether during the execution of the work or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination certificate or valuation of the 'Engineer', the matter in dispute shall, in the first place, be referred, in writing, to the 'Engineer' within **30 (thirty) days**, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. No later than the **thirtieth day** after the day on which he received such reference, the 'Engineer' shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the 'Engineer' unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the 'Engineer', or if the 'Engineer' fails to give notice of his decision on or before

the **thirtieth day** after the day on which he received the reference, then either the Employer or the Contractor may, on or before the **seventieth day** after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of thirty days expires, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to **SCC Clause No. 9.62 (Failure to comply with Engineer's decision)**, no arbitration in respect thereof may be commenced unless such notice is given.

If the 'Engineer' has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the **seventieth day** after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

9.60. Amicable settlement

- 9.60.1. Where notice of intention to commence arbitration as to a dispute has been given in accordance with **SCC Clause No. 9.59 (Engineer's decision)** above, both parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, arbitration may be commenced on or **after the fifty-sixth day after the day on which a notice of intention to commence arbitration of such dispute was given**, even if no attempt at amicable settlement thereof has been made.

9.61. Arbitration

- 9.61.1. Any dispute in respect of which

- a) the decision, if any, of the Engineer, has not become final and binding pursuant to **SCC Clause No. 9.59 (Engineer's decision)** and
- b) amicable settlement has not been reached within the period stated in **SCC Clause No. 9.60 (Amicable settlement)**,

shall be finally settled by arbitration, in accordance with the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force. The **Arbitration Tribunal** shall be composed as per provision of the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force.

- 9.61.2. In connection with the instant contract:

- a) the place of arbitration shall be **Kolkata or Haldia**, West Bengal, India,
- b) the arbitration shall be conducted in **English language**,

and

- c) the fees, if any, of the Arbitrators, if required to be paid before the award of work in respect to disputes is made and published, shall be shared equally by each of the parties

- 9.61.3. The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion, valuation or decision of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the parties and the 'Engineer' from being called as a witness and giving evidence before the Arbitrators on any matter, whatsoever, relevant to the dispute.
- 9.61.4. Neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the 'Engineer' for the purpose of obtaining his said decision pursuant to **SCC Clause No. 9.59 (Engineer's decision)**. No such decision shall disqualify the 'Engineer' from being called as a witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute.
- 9.61.5. Arbitration may be commenced prior to or after completion of the work, provided that the obligations of the Employer, the 'Engineer' and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the work.
- 9.62. **Failure to comply with Engineer's decisions**
 - 9.62.1. Whether neither the Employer nor the Contractor has given notice of intention to commence arbitration of dispute within the period stated in **SCC Clause No. 9.59 (Engineer's decision)** and the related decision has become final and binding, either party may, if the other party fails to comply with such decisions, and without prejudice to any other rights it may have, refer the failure to arbitration, in accordance with **SCC Clause No. 9.61 (Arbitration)**. The provision of **SCC Clause No. 9.59 (Engineer's decision)** and **SCC Clause No. 9.60 (Amicable settlement)** shall not apply to any such reference.
- 9.63. **Progress of work not to be interrupted**
 - 9.63.1. The Contractor must, at all the times, fulfil their obligations under the Contract and shall not slow down or stop the progress of work during the period any dispute is under settlement either through reference to the 'Engineer' or through arbitration, pursuant to the preceding clauses. Even if the work to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the work as per direction of the 'Engineer', pending settlement of the dispute. Failure of the Contractor, in this respect, shall constitute default on their part and render them liable to actions under the provisions of **SCC Clause No. 9.48 [Termination by Employer]**.

SECTION – X

BIDDING FORMS

Tender No. : **SDM-PE/T/02/2023-2024**

Sl. No.	Bidding Form No.	Description
1)	BIDDING FORM – I	FORM OF TENDER
2)	BIDDING FORM – II	BID-SECURING DECLARATION FORM AND DETAILS OF FEES & DEPOSITS
3)	BIDDING FORM – III	BIDDER’S DECLARATION FORM [General]
4)	BIDDING FORM – IV	INFORMATION RELATED TO PRE- QUALIFICATION CRITERIA
5)	BIDDING FORM – V	FORMAT OF AFFIDAVIT [EPF]
6)	BIDDING FORM – VI	FORMAT OF AFFIDAVIT [ESI]
7)	BIDDING FORM – VII	BIDDER’S DECLARATION FORM [ESI]
8)	BIDDING FORM – VIII	GENERAL INFORMATION OF THE BIDDER

FORM OF TENDER

[To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]

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

Name of Work: Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata

Tender No. : SDM-PE/T/02/2023-2024

I, the authorized signatory of (Name of the bidding Company /Firm)of(Address of the bidder), having examined the site of work and read the Bidding Documents [including **all addenda / corrigenda**, issued i.e. {insert Addendum / Corrigendum / Extension No(s)}], hereby bid and undertake to execute & complete all the work related to “*Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata*”, required to be performed in accordance with the ‘Technical Specification & Scope of Work’, ‘General Conditions of Contract (GCC)’, ‘Special Conditions of Contract (SCC)’, etc., at the rates & prices quoted percentage in the Price Bid [submitted electronically, through the website <https://kopt.enivida.in>], within months from the date of issuance of Letter of Acceptance (LOA), in the event of our bid being accepted.

I/we also undertake to enter into a **Contract Agreement** in the form hereto annexed [Section XII] with such alterations or additions thereto, which may be necessary to give effect to the acceptance of the bid and incorporating such ‘Technical Specification & Scope of Work’, ‘General Conditions of Contract (GCC)’, ‘Special Conditions of Contract (SCC)’, etc. and I/we hereby agree that until such **contract agreement** is executed, the said ‘Technical Specification & Scope of Work’, ‘General Conditions of Contract (GCC)’, ‘Special Conditions of Contract (SCC)’, etc. and the bid, together with the acceptance thereof in writing, by or on behalf of the ‘Employer’, shall be the Contract.

I / We requiredays preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I / We have deposited **₹ 2,94,607.00 (Indian Rupees: Two lakh ninety-four thousand six hundred and seven) only**, as **Earnest Money**, to Haldia Dock Complex, through E-payment mode, vide Transaction ID no.dated.....

or

I / We have submitted necessary documents for availing exemption, including Bid-securing Declaration, as per attached format [BIDDING FORM – II].

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Contd.....FORM OF TENDER (Tender No. SDM-PE/T/02/2023-2024)

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than **Days**, from the last date of submission of bid.

WITNESS:

(Signature of authorised person of the bidding Firm)

Signature:

Name: _____

Name:
(In Block Letters)

Designation: _____

Address:

Date: _____

Occupation:

(Office Seal)

BID-SECURING DECLARATION FORM

[To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]

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

Name of Work: *Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.*

Tender No. : **SDM-PE/T/02 /2023-2024**

I/We, the undersigned, declare that:

I/We understand that, according to conditions of the instant Bidding Documents, bids must be supported by a Bid-securing Declaration, in case a Bidder claims exemption of EMD.

I/We accept that I/We may be disqualified from bidding for any contract with HDC, SMPK for a period of three years from the date of notification, if I am /We are in a breach of any obligation under the tender conditions, because I / we

- a) have withdrawn / modified / amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the **FORM OF TENDER**;
or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i) fail or refuse to execute the contract, if required,
or
 - ii) fail or refuse to furnish the Security Deposit / Performance Guarantee, in accordance with the terms and conditions of the Bidding Documents.

I/We understand this Bid-securing Declaration shall cease to be valid if I am / we are not the Successful Bidder, upon the earlier of

- i) the receipt of your notification of the name of the Successful Bidder;
or
- ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (Insert signature of person whose name and capacity are shown)

.....

(In the capacity of) (Insert legal capacity of person signing the Bid-securing Declaration)

Name: (Insert complete name of person signing the Bid-securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidding Firm)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal:

Note: In case of a Joint Venture, the Bid-securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

DETAILS OF FEES & DEPOSITS			
[To be filled up and uploaded, duly signed & stamped]			
Tender No.: SDM-PE/T/02 /2023-2024			
i)	RailTel Processing Fee (Non-refundable)	Tender Fee (Non-refundable)	<div> <div> :: </div> <div> a) Mode of Payment: E-payment through Debit / Credit Card / Net Banking. b) Paid Amount: </div> </div>
ii)	Bid Document Fee (Cost of bidding documents)		<div> <div> :: </div> <div> a) Mode of Payment: E-payment through Debit / Credit Card / Net Banking. b) Paid Amount: c) Document for exemption of Bid Document Fee: <div> <div>Uploaded</div> <div>Not Uploaded</div> </div> </div> </div>
iii)	Earnest Money Deposit (EMD)		<div> <div> :: </div> <div> a) Mode of Payment: E-payment through Debit / Credit Card / Net Banking. b) Paid Amount: c) Document for exemption of Earnest Money Deposit [including Bid-securing Declaration (as per format attached as Bidding Form-II)] <div> <div>Uploaded</div> <div>Not Uploaded</div> </div> </div> </div>

BIDDER'S DECLARATION FORM [General]

[To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]

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

Name of Work: *Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.*

Tender No.: **SDM-PE/T/02/2023-2024**

I, the authorized signatory of (Name of the bidding Company /Firm), do hereby declare / confirm that:

* I / We have not been **debarred**, **banned** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.

I / we have not made any **addition** / **modification** / **alteration** in the **Bidding Documents** (including Bidding Forms & Contract Forms) hosted in the websites.

The prices are to be quoted in the Price Bid, electronically, through the eNivida Portal of RailTel only and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid.

No extraneous conditions (like "Not Applicable", conditional rebate, etc.), regarding the Bid, have been mentioned anywhere in our bid.

Signature of authorised person of the bidder
(with office seal)

* In case the Firm has been debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

INFORMATION RELATED TO PRE-QUALIFICATION CRITERIA

[To be filled up and uploaded, duly signed & stamped]

Tender No.: SDM-PE/T/02/2023-2024

MINIMUM ELIGIBILITY CRITERIA**(I) ANNUAL TURNOVER STATEMENT**

The annual turnover of(name of the bidding firm), for the years **2019-2020 , 2020-2021 and 2021-2022**, based on the **Balance Sheets and Profit & Loss Accounts**, are given below:

Financial years	Turnover (as per Auditor's Report / Balance Sheet) [in ₹]
2019-2020	
2020-2021	
2021-2022	
<i>Total</i>	
<i>Average Annual Turnover</i>	

SIGNATURE OF CHARTERED ACCOUNTANT ::

NAME OF CHARTERED ACCOUNTANT ::

UDIN (Unique Document Identification Number) ::

(COMPANY SEAL)

NOTE: Copy of Balance Sheets and Profit & Loss Accounts should be enclosed with sealed & signed.

(II) **TECHNICAL EXPERIENCE**

Sl. No.	Contract No. / Order No. and date	Name and address of the Employer [including name & contact details (Mobile No. , e-mail ID , etc.) of the contact person]	Contract value [in ₹]	Date of completion of work/ tenure of Contract (in case of Maintenance Contract)	Page number(s) of reference / supporting document (s), uploaded.

(III) **POWER OF ATTORNEY (if applicable).**

Scanned copy of Power of Attorney	::	Uploaded	
		Not Uploaded	
		Not Applicable	

OTHER DOCUMENTS

	Requirement	Submitted/Not submitted [Put √ if submitted & X if not submitted]	Validity/ For the month of
a)	GST		
i)	GST Registration Certificate.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
b)	PTCC		
i)	Profession Tax Clearance Certificate (PTCC)	<input type="text"/> If submitted, Page Number(s):	
	<u>OR</u> Profession Tax Payment Challan (PTPC)	<input type="text"/> If submitted, Page Number(s):	
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
c)	EPF		
i)	Certificate for allotment of EPF Code No.	<input type="text"/> If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Latest EPF Payment Challan.	<input type="text"/> If submitted, Page Number(s):	
iii)	Document in support of non-applicability.	<input type="text"/> If submitted, Page Number(s):	Not applicable.

OTHER DOCUMENTS

d)	ESI			
i)	Registration Certificate of ESI Authority.	<input type="text"/>	If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Affidavit, Declaration and Indemnity Certificate.	<input type="text"/>	If submitted, Page Number(s):	Not applicable.
e)	PAN Card	<input type="text"/>	If submitted, PAN No.: Page Number(s):	Not applicable.
f)	MSME / MSE / DIC / SSI / NSIC certificate	<input type="text"/>	If submitted, Page Number(s):	

FORMAT OF AFFIDAVIT [EPF]

[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 / Director / Authorised Person [POA holder] of -----
-----, having office at -----and carrying on business on the said name and style.
- 2) That my aforesaid Firm is exempted from E.P.F. Act and the said Firm has no valid **Employees' Provident Fund (EPF)** Registration.
- 3) That the present affidavit is to be filed before Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust) as per the **Clause No.2.2.2 iii)** of Tender no. SDM-PE/T/02 /2023-2024 issued by Syama Prasad Mookerjee Port, Kolkata, in respect of the work of "*Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata*".
- 4) That the statements made above are all true to be the best of my knowledge and belief.
- 5) 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' Provident Fund & Miscellaneous Provision Act, 1952 [amended up to date].

DEPONENT

Identified by me

FORMAT OF AFFIDAVIT [ESI]

[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 / Director / Authorised Person [POA holder] of -----
-----, having office at -----and carrying on business on the said name and style.
- 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 filed before Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust) as per the **Clause No.2.2.2 iv)** of Tender no. SDM-PE/T/02 /2023-2024 issued by Syama Prasad Mookerjee Port, Kolkata, in respect of the work of *“Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata”*.
- 4) That the statements made above are all true to be the best of my knowledge and belief.
- 5) 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 [amended up to date].

DEPONENT

Identified by me

BIDDER'S DECLARATION FORM [ESI]

[To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]

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

Name of Work: Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Tender No.: SDM-PE/T/02 /2023-2024

I, the authorized signatory of the (Name of the Company /Firm) do hereby declare / confirm that :

- 1) We are exempted from E.S.I. Act and we have no valid E.S. I Registration.
- 2) We are enclosing necessary document(s) [to establish non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect.
- 3) We will obtain registration certificate of ESI authority, if required.
- 4) We will indemnify **Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust)** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case we become a Successful Bidder.

**Signature of authorised person of the
bidder
(with office seal)**

GENERAL INFORMATION OF THE BIDDER

[To be filled up and uploaded, duly signed & stamped]

Tender No. : SDM-PE/T/02 /2023-2024

1.	Bidder's Legal Name (IN CAPITAL LETTERS)		
2.	a)	Country of registration.	
	b)	Year of registration.	
	c)	Legal address in country of registration.	
	d)	URL of the bidder.	
3.	Information regarding bidder's authorised representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	

Contd..... BIDDING FORM – VIII (Tender No. SDM-PE/T/02/2023-2024)

4.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
5.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company .		
6.	Details of the Banker(s) :		
	a)	Name of the Banker(s) in full.	
	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	

Contd..... **BIDDING FORM – VIII** (Tender No. **SDM-PE/T/02/2023-2024**)

7.	Bank details for ECS payment:		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	RTGS code of the branch.	
	f)	MICR code of the branch.	
8.	Income Tax and Goods & Services Tax (GST) details (if applicable):		
	a)	Permanent Account Number (PAN)	
	b)	GST Registration Number (GSTIN)	
9.	Employees' Provident Fund (EPF) Code No.		
10.	Employees' State Insurance (ESI) Code No.		
11.	Mainlines of business		

SECTION – XI

CHECKLIST

Tender No. : SDM-PE/T/02/2023-2024

Before scanning and upload the following required documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

The prices would be given in the "**Price Bid**" electronically, through the eNivida Portal of RailTel only.

Sl. No.	Particulars	Submitted/ Not submitted [Put ✓ if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
1.	Filled up checklist.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of deposition of Bid Document Fee. <u>OR</u> Document for availing exemption against deposition of Bid Document Fee.	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
3.	Poof of deposition of Earnest Money Deposit (EMD). <u>OR</u> Document for availing exemption against deposition of EMD and Bid-securing Declaration, as per BIDDING FORM – II.	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
4.	Certificate from MSME / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. Authority, for exemption of Bid Document Fee & Earnest Money Deposit [applicable for Micro & Small Enterprises (MSEs) only].	<input type="checkbox"/>	<input type="checkbox"/>
5.	PRICE SCHEDULE [To be uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

Sl. No.	Particulars	Submitted/ Not submitted [Put √ if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
6.	Bidding Forms:		
i)	Bidding Form-I:: FORM OF TENDER [To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>
ii)	Bidding Form-II:: BID-SECURING DECLARATION FORM AND DETAILS OF FEES & DEPOSITS [To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>
iii)	Bidding Form-III:: BIDDER'S DECLARATION FORM [General] [To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>
iv)	Bidding Form – IV: INFORMATION RELATED TO PRE-QUALIFICATION CRITERIA [To be filled up and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>
v)	Bidding Form – V: FORMAT OF AFFIDAVIT [EPF]	<input type="checkbox"/>	<input type="checkbox"/>
vi)	Bidding Form – VI: FORMAT OF AFFIDAVIT [ESI]	<input type="checkbox"/>	<input type="checkbox"/>
vii)	Bidding Form – VII: BIDDER'S DECLARATION FORM [ESI] [To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>
viii)	Bidding Form – VIII: GENERAL INFORMATION OF THE BIDDER [To be filled up and uploaded, duly signed & stamped]	<input type="checkbox"/>	<input type="checkbox"/>

SECTION – XII

CONTRACT FORMS

Tender No. : **SDM-PE/T/02/2023-2024**

Sl. No.	Contract Form No.	Description
1)	CONTRACT FORM – I	FORMAT FOR INDEMNITY BOND [ESI]
2)	CONTRACT FORM – II	FORMAT FOR INDEMNITY BOND [for materials received by the Contractor]
3)	CONTRACT FORM – III	BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE
4)	CONTRACT FORM – IV	CERTIFICATE OF COMPLETION OF WORK
5)	CONTRACT FORM – V	CERTIFICATE OF FINAL COMPLETION
6)	CONTRACT FORM – VI	‘NO CLAIM CERTIFICATE’ FROM CONTRACTOR
7)	CONTRACT FORM – VII	FORM OF AGREEMENT

FORMAT FOR INDEMNITY BOND [ESI]

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00, **duly notarised**]

INDEMNITY BOND

This deed of **Indemnity Bond** made on by having their office at (hereinafter called “the **Contractor**”).

Whereas the General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, Dist.: Purba Medinipur, West Bengal (hereinafter call “the **Engineer**”) has placed an order, bearing no. //...../O-... dated for the work of ‘Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.’

WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata asked the every Bidder, who is not covered under E.S.I Act or exempted, to furnish an Indemnity Bond in favour of General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, against all damages & accident occurring to their labourer (including that of sub-contractor’s labourers), in connection with the instant Contract, in case they become a Successful Bidder.

AND

WHEREAS in consideration of the said Contract, the Contractor has agreed to execute an Indemnity Bond and at all times keep indemnified Syama Prasad Mookerjee Port, Kolkata and its administrator and representative.

NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Contractor named herein above shall indemnify Syama Prasad Mookerjee Port, Kolkata against all damages & accident occurring to their labourer (including that of sub-contractor’s labourers), in connection with the instant Contract, as demanded by Syama Prasad Mookerjee Port, Kolkata and which shall be legal and /or claimed by Syama Prasad Mookerjee Port, Kolkata during the execution of the work, stated in the Tender no. **SDM-PE/T/02 /2023-2024.**

In the event the declaration is found to be wrong and false, the Contractor will be held responsible for all the consequences in respect of compliance of ‘The Employees State Insurance Act, 1948’ [amended up to date].

For and on behalf of (name of the Contractor), under the common seal of the company.

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

WITNESS

(Signature of the authorised person on behalf of the Contractor)

(Signature)

Name :

Name :

Designation

Designation

Signed in my presence and identified by me

HDC, SMPK

FORMAT FOR INDEMNITY BOND

[for materials received by the Contractor]

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00, **duly notarised**]

INDEMNITY BOND

Reference:

Order No.:/...../...../O-... dated for ‘Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.’

This deed of **Indemnity Bond** made on by having their office at (hereinafter called “the **Contractor**”).

Whereas the General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, Dist.: Purba Medinipur, West Bengal (hereinafter call “the **Engineer**”) has placed an order, bearing no. //...../O-... dated and some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside** of **Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the ‘**Engineer**’ until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the ‘Engineer’ as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify ‘Engineer’ and at all the terms, to hold themselves liable for all the **damages, loss** due to **pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said ‘Engineer’ on account of the material(s) issued to the Contractor,

AND

It is in terms of the said Contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / maintenance/overhauling / repairing / **fault diagnosis & remedial work**, thereon shall be deemed to be the **property of the ‘Engineer’**.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the material(s), from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of the Contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to deliver the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the repaired material(s) complete thereon to the 'Engineer' or utilised the material(s) , under the terms of the Contract.

For and on behalf of (name of the Contractor), under the common seal of the company.

WITNESS

(Signature of the authorised person on behalf of the Contractor)

(Signature)

Name :

Name :

Designation

Designation

Signed in my presence and identified by me

BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

To
The Board of Major Port Authority,
for Syama Prasad Mookerjee Port, Kolkata (SMPK).

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK)**, a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as “**The Board**” or “**SMPK**”) having awarded to Shri / Messrs a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as “**The Contractor**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of SMPK’s Work Order No. //...../O-..... dated for “*Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata*” and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No./...../ /AGMT/...../..... and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹..... (**Indian Rupees**) only, for the faithful and satisfactory performance of the entire Contract.

We, ... Branch, Kolkata/Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹..... (**Indian Rupees**) only. We, Branch, Kolkata ... /Haldia, further agree that if a written demand is made by the Board 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 SMPK within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of " Syama Prasad Mookerjee Port, Kolkata ", without any demur. Even if there be any dispute between the Contractor and Board, this would be no ground for us, (Name of Bank), Branch, Kolkata/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, Branch, Kolkata..... /Haldia, decline or fail or neglect to honour

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK 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 SMPK at anytime 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 SMPK in the manner and within the time aforesaid.
3. We, Branch, Kolkata/Haldia, further agree that the Bank Guarantee 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 it shall continue to be enforceable till all the dues of SMPK 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 Board certify that the terms and conditions of the said Contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of.....202.....and subject all so that the provision that the Board 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 upto.....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 SMPK, only on a written request by SMPK to the Contractor for such extension of validity of this Bank Guarantee.
4. We,Branch, Kolakta /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Board 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 Board 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 forbearance act or commission on the part of SMPK or any indulgence by SMPK 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 do also agree that SMPK at their option shall be entitled to enforce this Guarantee against usBranch, Kolkata /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that SMPK may have in relation to the Contractor's liabilities.
6. We,Branch, Kolkata... .. /Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of SMPK in writing.

SIGNATURE... ..
NAME.....
DESIGNATION.....
(Duly constituted attorney for and on behalf of)
BANK. , . . .
BRANCH... ..
KOLKATA... .. /HALDIA
Mobile No.:
E-mail ID:

(OFFICIAL SEAL OF THE BANK)

Note :

In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata / Haldia Branch, the same should be routed through any Kolkata / Haldia Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

Syama Prasad Mookerjee Port, Kolkata

Haldia Dock Complex

CERTIFICATE OF COMPLETION OF WORK

Contractor : _____
Address : _____

Date of completion : _____

Dear Sir,

Subject : *Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.*

Reference : i) **Work Order No.:**/...../...../O-... dated
ii) **Contract No./Agreement No.:**/...../...../ AGMT/
...../

This is to certify that the above work which was executed / carried out by you is, in the opinion of the undersigned, complete in every respect on the _____ day of _____ 20_____, in accordance with terms of the contract and you are required to maintain the work [executed under Part-B of the 'Price Schedule'], in accordance with the **Clause No. 9.40** of the Special Conditions of Contract.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex
CERTIFICATE OF FINAL COMPLETION

General Manager (Finance),
Haldia Dock Complex (HDC),
Jawahar Tower Complex,
P.O: Haldia Township,
Dist.: Purba Medinipur,
PIN – 721 607,
West Bengal, India.

Subject : *Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.*

Reference : i) **Work Order No.:**/...../...../O-... dated
ii) **Contract No./Agreement No. :**/...../...../ AGMT/
...../

This is to certify that the above work, which was carried out by
is now complete in every respect, in accordance with the terms of the Contract and that all
obligations under the Contract have been fulfilled by the Contractor.

(Signature of the Engineer/Engineer's Representative)

Name:

Designation:

Date:

(OFFICIAL SEAL)

(“NO CLAIM CERTIFICATE” FROM CONTRACTOR)

[To be submitted on Contractor’s Letter Head]

General Manager(Engineering)

Haldia Dock Complex ;

Syama Prasad Mookerjee Port, Kolkata

Engineering Department

Jawahar Tower Complex ;

P.O.: Haldia Township;

Dist.: Purba Medinipur ;

PIN: –721607

West Bengal, India.

Dear Sir,

Subject: *Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.*

Reference: i) **Work Order No.:**/...../...../O-.... dated
ii) **Contract No./ Agreement No. :**/...../...../AGMT /
...../

I/We do hereby declare that I/we have received full and final payment from Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, for the execution of the subject work, and I/we have no further claim against Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata in respect of the above-mentioned job.

Yours faithfully,

(Signature of Contractor)

Date :

Name of Contractor :

Address :

(OFFICIAL SEAL OF THE CONTRACTOR)

FORM OF AGREEMENT

(To be submitted on Non- Stamp Paper of worth not less than ₹ 50.00)

CONTRACT NO. : GM(E)/...../ /AGMT/...../.....

TENDER REFERENCE:

Tender No. : SDM-PE/T/02 /2023-2024

for

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

ORDER REFERENCE: /...../ /O-... dated

This agreement made this day of, Two thousand,

BETWEEN

The Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK), a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as “**The Board**” or “**SMPK**”), 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

[Together hereinafter the “Parties”]

WHEREAS

The Board is desirous that certain work should be executed by the Contractor, viz. “*Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata*” and have accepted a bid / offer by the Contractor for execution and maintenance of such work, including remedying any defects therein, during the Defect Liability Period.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **General Conditions of Contract / Special 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:
 - a) Bidding Document [E- Tender No.: SDM-PE/T/02/2023-2024], including Addenda (if any) [Please insert Addenda Nos.].
 - b) The said bid / offer [bid / offer, with respect to the refereed tender (Techno-commercial Bid and Price Bid opened on)].

Design, supply, delivery, erection and commissioning of lattice towers at different locations of Haldia Dock Complex, SMP, Kolkata.

- c) The Letter of Acceptance (LOA) of the bid / offer [vide Order No. GM(Engg.)/1093/T02/23-24/O-..... dated, 2023]
 - d) Acknowledgement of LOA, duly signed by the Contractor, as token of acceptance.
 - e) The Conditions of Contract and Scope of Work [all terms and conditions of E-Tender No.: SDM-PE/T/02/2023-2024, including all addenda issued (if any)].
 - f) “Price Comparative Statement”, showing the prices quoted (electronically, through the eNivida Portal of RailTel) by the Successful Bidder, in the Price Bid.
 - g) 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 SMPK to the Contractor, as hereinafter mentioned, the Contractor hereby covenant with SMPK to execute, complete & maintain the work, including remedy any defects therein (during the Defect Liability Period”), in conformity with the provisions of the Contract, in all respects.
 4. SMPK hereby covenant 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 the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

HALDIA DOCK COMPLEX
SYAMA PRASAD MOOKERJEE PORT,
KOLKATA (SMPK)

For and on behalf of

.....
(CONTRACTOR)

GENERAL MANAGER (ENGG.),
HALDIA DOCK COMPLEX

In presence of

1.

2.

In presence of

1.

2.