



SYAMA PRASAD MOOKERJEE PORT KOLKATA DOCK SYSTEM

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
8, GARDEN REACH ROAD, KOLKATA-700043

TENDER DOCUMENT

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/654 dated 15.09.2023

“Removal and Refitting of KPD Inner Mitre Lock Gate (Leaves) and other allied work”.

Pre-bid meeting: 25.09.2023 at 14:00 hrs.

Due date of submission of Tender: 09.10.2023 by 14:00 hrs.

Date of opening of Tender: 10.10.2023 at 15:00 hrs.

Tender Fee : Rs.1770/- (Non-Refundable)

Chief Mechanical Engineer

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) invites e-Tender under two part system viz. Techno-Commercial Bid and Price Bid for ““Removal and Refitting of KPD Inner Mitre Lock Gate (Leaves) and other allied work”. Tender Document may be downloaded from SMP, Kolkata website <https://smpportkolkata.shipping.gov.in> and <https://kopt.enivida.in>. Corrigendum/Addendum/Clarifications, if any, shall be hoisted in the above mentioned websites only.

Work Title	“Removal and Refitting of KPD Inner Mitre Lock Gate (Leaves) and other allied work”
Tender Inviting Authority	Chief Mechanical Engineer
NIT No.	SMP/KDS/Mech/DC-I/ADV/654 dated 15.09.2023
Mode of submission of Tender	The tender comprises two parts viz. Techno-Commercial Bid and Price Bid. Intending bidders are required to submit their offers electronically through e-NIVIDA portal https://kopt.enivida.in only. No physical tender is acceptable by SMP, Kolkata.
Date of NIT available to parties to download	15.09.2023 at 17:00 hrs.
Date and time of Pre-Bid Meeting	25.09.2023 at 14:00 hrs., to be held at the Office of the Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata – 700043.
Estimated cost	Rs.41,40,400/- (Forty one Lac Forty Thousand Four Hundred only) excluding GST (GST will be paid extra on actual)
Cost of Tender document	Rs.1,770/- (i.e. Rs.1,500/- plus GST @18%) to be submitted either in the form of Demand Draft/ Banker’s Cheque/ Pay Order from any Nationalized/ Scheduled Bank in India, having branch at Kolkata, drawn in favour of “Syama Prasad Mookerjee Port Kolkata”.
Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs.82,808 /- (Rupees Eighty Two Thousand Eight Hundred Eight only) to Syama Prasad Mookerjee Port, Kolkata in the form of Demand Draft/Banker’s Cheque/Pay Order from any Nationalized/Scheduled Bank in India having branch in Kolkata, drawn in favour of “Syama Prasad Mookerjee Port Kolkata”.
RailTel Tender Processing Fee (Not refundable)	Mode of payment: E-payment only through Debit Card/Credit Card/Net Banking. Tender Processing Fee (TPF): 0.1% of Estimated Cost (Minimum Rs.750/- plus GST, Maximum Rs.7,500/- plus GST). Registration Charge: Rs.2000/- plus GST per year.
Last date of submission of Tender Document Fee and Bid Securing Declaration Form	The Tender Document Fee and EMD in the form of Banker’s Cheque /Pay Order/Demand Draft/Treasury Receipt, shall have to be deposited in original , with Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, Mechanical and Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 before the scheduled time and date of opening of the Techno-commercial Bid. Scanned copies of Tender

	<i>Document Fee and EMD, (Earnest Money Deposit) must have to be uploaded along with the Techno- commercial Bid of the e- Tender.</i>
Date of starting of e-Tender for submission online (Techno-Commercial Bid and price Bid) at https://kopt.enivida.in	29.09.2023 at 14:00 hrs.
Date of closing of online e-tender for submission online (Techno-Commercial and Price Bid) at https://kopt.enivida.in	09.10.2023 at 14:00 hrs.
Date and time of opening of techno-commercial bid	10.10.2023 at 15:00 hrs.
Date and time of opening of Price Bid.	To be intimated through email only.

LIST OF ANNEXES

Covering Letter for submission of tender, unconditionally accepting all the terms and conditions of the tender and the Corrigendum/Addendum/Clarification issued	ANNEXE - A
Profile of the Tenderer	ANNEXE - B
Undertaking in lieu of submission of signed copy of Tender Document in full	ANNEXE - C
Schedule "O"	ANNEXE - D
Pro-forma of Affidavit for exemption from ESI Act	ANNEXE - E
Indemnity Bond for exemption from ESI Act	ANNEXE - F
General Conditions of Contract, Forms and Agreement	ANNEXE - G

INSTRUCTION TO TENDERERS

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata. The e-procurement service provider is e-NIVIDA portal <https://kopt.enivida.in> for e-Procurement. You are requested to read the terms and conditions of this tender before submitting your tender online. Tenderers who do not comply with the conditions with documentary proof wherever required, shall not qualify in the Tender.

1.	<p>Online tenders through e-NIVIDA portal https://kopt.enivida.in for e-Procurement mode are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work. The tender document through e-NIVIDA portal) https://kopt.enivida.in for e-Procurement is open from 15.09.2023 (17:00 hrs) to 09.10.2023 (14:00 hrs) and can be downloaded from the official website of SMP, Kolkata and through e-NIVIDA portal) https://kopt.enivida.in for e-Procurement. The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smporkolkata.shipping.gov.in and https://kopt.enivida.in for e-Procurement (GePNIC) and bidders are required to submit tender offer through https://kopt.enivida.in for e-Procurement on or before the due date and time of submission. The tenderer shall upload the scanned copy of the instruments towards the cost of Tender Document, as proof of payment. The tenderer however, shall upload the scanned copy of Bid Security Declaration as per Format enclosed, in lieu of EMD, while submitting the tender electronically in the https://kopt.enivida.in Portal for e-Procurement. The tender offer shall have to be submitted by the Tenderer only through https://kopt.enivida.in Portal for e-procurement mode as explained in the tender document.</p>
2.	<p>The Techno-commercial Bid including the Price Bid shall have to be submitted online at https://kopt.enivida.in Techno-Commercial bid and Price Bid would be opened electronically on specified date and time as given in the NIT. Bidders can witness the opening of Techno-Commercial bid and Price bid electronically. The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the bid.</p>
3.	<p>All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.</p>
4.	<p>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 Enivida Portal https://kopt.enivida.in before responding to this e-tender.</p> <ul style="list-style-type: none"> ➤ Bidders Manual Kit ➤ Help for contractors ➤ FAQ <p><u>Contact persons (enivida Portal):</u> Phone Nos. 7278929467 / 8448288981 Email ID: enividahelpdesk@gmail.com & ewizardkumar@gmail.com</p> <p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e-tender). Contact person (SMP, Kolkata): 1.Mr. S. Mitra Dy.Chief Mechanical Engineer -I Mobile No. 9674720040</p>

	Email: souravmitra@kolkataporttrust.gov.in 2. Mr. J. Bhattacharya, Executive Engineer (Project) Mobile No. 9674720089 Email: jbhattacharya@kolkataporttrust.gov.in
5.	All notices/corrigendum/addendum and correspondence to the bidders shall be made by email only during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email ID provided is valid and updated at the stage of registration of vendor with https://kopt.enivida.in portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	(a). MSMEs registered with NSIC under Single Point Registration scheme/DIC/UAM are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected. (b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid. (c). The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above. (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. <i>Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</i> (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender. (h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms and conditions are allowed.
10.	SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
11.	The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender will be liable for outright rejection. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14.	Price bid must be filled-up in EXCEL SHEET IN https://kopt.enivida.in PORTAL (which is uploaded by SMP, Kolkata)

TEMS AND CONDITIONS OF TENDER

1. **Pre-Qualification Criteria of the Tenderer:** The Tenderers shall satisfy the following:-

(I). **Technical capacity:** Must have the experience of having successfully completed similar works during last seven years ending on 30.06.2023 as per the following guidelines:-

a) Three similar completed works each costing not less than 40% of the estimated cost for the purpose of Pre-qualification i.e Rs.16,56,160 /-.

Or

b) Two similar completed works each costing not less than 50% of the estimated cost for the purpose of Pre-qualification i.e Rs.20,70,200/-.

Or

c) One similar completed work costing not less than 80% of the estimated cost for the purpose of Pre-qualification i.e Rs.33.12,320 /-

II. **Financial capacity :** Average annual financial turnover of the tenderer during the last three years ending 31st March, 2022 viz. 2019-20, 2020-21 and 2021- 22 should be at least 30% of the estimated cost, i.e., Rs. 12,42,120/-.

III. Copy of the last three years balance sheet and profit & loss a/c. are to be furnished and the same should be audited, if applicable as per relevant Act. In the event of non-submission of Audited Balance Sheet for financial year ending 31.03.2022, the Turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN .

IV. Similar work means “Experience in removing, refitting with/without repair or scuttling and de-scuttling or in-situ repair of mitre/caisson/penstock gates used for maintaining different level of water”.

2. The Techno-commercial Bid must contain the following:

A. Scanned copies of the “Tender Document Fee”, “EMD” and Udyog Adhar/NSIC/DIC Certificate, if applicable as follows, must be uploaded under Techno-commercial part of the e-Tender.

(a). Demand Draft/Banker’s Cheque/Pay Order for Rs.1,770/- towards cost of “Tender Document Fee”, drawn in favour of “Syama Prasad Mookerjee Port, Kolkata”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata.

(b). Demand Draft/Banker’s Cheque/Pay Order for Rs.82,808 /- (Rupees Eighty Two Thousand Eight Hundred Eight only) towards EMD, drawn in favour of “Syama Prasad Mookerjee Port, Kolkata”, issued from a Nationalized Bank/Scheduled Bank in India, having Branch at Kolkata.

(c). Udyog Adhar /NSIC/DIC Certificate duly signed and stamped, if applicable.

However, Tender Document Fee, EMD and Udyog Adhar/NSIC/DIC Certificate, if applicable are required to be submitted offline IN ORIGINAL under cover of an envelope marking “Tender Document Fee, EMD, Udyog Adhar/NSIC/DIC Certificate” and mentioning the e-tender number on it, before the scheduled time and date of opening of the Techno-commercial bid.

B. Scanned copies of self-attested documents are also required to be submitted online:

- (a). Covering letter for submission of tender, unconditionally accepting all the terms and conditions of the tender including the Addendum, if issued and declaring to have not been banned/debarred/delisted by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind, as per ANNEXE-A.
- (b). Profile of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per ANNEXE –B.
- (c). Undertaking of the tenderer to be submitted in lieu of submission of signed copies of the Tender document in full, as per enclosed Pro-forma at ANNEXE –C.
- (d)Details of the firm as per ‘**Schedule-O**’ of the tender document as enclosed Pro-forma at ANNEXE – D..
- (e). Scan copy of Demand Draft/Banker’s Cheque/Pay Order towards cost of tender and Earnest Money Deposit.
- (f). Copies of Audited Balance Sheets and Profit and Loss Accounts for the last 3 years viz. 2019-20, 2020- 21 and 2021-22. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2022, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
- (g). Documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- (h). PAN Card.
- (i). GST Registration Certificate.
- (j). Trade License/ Registration.
- (k). Professional Tax Clearance Certificate/ up to date tax payment Challan, if applicable.
- (l). Income Tax Return of last 3 years viz. 2019-20, 2020-21 and 2021-22.
- (m). Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Kolkata Port Trust, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- (n). Registration under ESI Act: All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
 - (i).In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
 - (ii).In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an Affidavit in original affirmed before a First Class Judicial Magistrate on a Non Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Performa at ANNEXE-E.
 - (iii).In case they are not covered under ESI Act, they must additionally indemnify SMP, Kolkata against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Performa at ANNEXE-F.
- (o).Registration under EPF Act: Intending tenderers shall furnish the details of EPF Registration. In the event of non-applicability of Registration under EPF Act, the tenderer shall furnish documentary evidence for the same or shall furnish in lieu, a self-declaration citing reasons, as to why they do not come under EPF Act.

3. All the documents as mentioned here-in-before shall have to be UPLOADED or submitted offline as the case may be. **The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer. Price bid which must be filled-up in EXCEL SHEET IN PORTAL which is uploaded by SMP, Kolkata.**

4. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.

5. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.

6. Techno-commercial bid would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.

7. The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
8. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.
9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Site Inspection and Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting or otherwise, the same shall be hoisted in SMP, Kolkata's website and <https://kopt.enivida.in> Portal only for information of all concerned and the same shall form a part of the Tender Document. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them. **Any offer having deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender.** The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid Meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations. The tenderers, however, before the Pre-bid meeting, can submit in the form of letters their doubt or ambiguity as to the meaning of any portion of the tender document and can sought for further information, if any is required.
10. Supplier/Service Provider shall confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
11. The supplier/service provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to Kolkata Port Trust's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
12. SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in consideration payable.
13. Supplementary invoices/debit note/credit note for price revision to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
14. The purchase order/work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
15. The quoted rates would be kept valid for at least 120 days from the date of opening of the Techno-commercial Bid.
16. The Trustees' reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the SMP, Kolkata or to any person on his or on their behalf in relation to acceptance of the tender.

17. The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

18. The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.

19. Evaluation criteria: For the purpose of qualification, the bidders shall have to satisfy the minimum Pre-qualification (experience and financial) Criteria of the tender. The bidders, who would qualify the eligibility as per the Pre-qualification Criteria under the Terms and Conditions of Tender of the Tender Document, would only be considered for evaluation of technical and financial bid. A two stage procedure would be adopted in evaluating the proposal viz. a technical evaluation and a financial evaluation. The technical evaluation would be carried out prior to opening of financial proposal. The Price Bids would be evaluated on the basis of the grand total price excluding the GST.

20. Exemption: Micro and Small Enterprise (MSEs) registered with NSIC (under Single Point Registration Scheme)/ DIC (District Industries Centre)/Udyog Adhar shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate/Udyog Aadhaar Acknowledgement / Udyog Adhar Memorandum issued by MoMSME, with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

21. Scrutiny of e-tenderers :- During the course of examination of the Techno- commercial Bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/their bids.

22. During evaluation of the tender, an offer shall be considered non-responsive in case:

- (i) the tender is not accompanied by requisite Tender Fee,
- (ii) the tender is not accompanied by requisite EMD,
- (iii) the validity of the offer is less than the validity stipulated in the tender,
- (iv) the offer does not meet the Pre-qualification criteria of the tender,
- (v) the bidder submits conditional offer/impose own terms and conditions/does not accept tender terms and conditions of the tender in full.
- (vi) if the tender is conditional,
- (vii) It is not accompanied by Company Registration Certificate, if applicable.
- (viii) It is not accompanied by Power of Attorney, if applicable

In addition to above, a bidder may be disqualified if

- (a). the bidder provides misleading or false information in the statements and documents submitted,
- (b). Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

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

A. SCOPE OF WORK :

1. Removal of each leaf:

- a. Removal of walkway.
- b. Removal and lifting of opening and closing hand chain of Ram Cylinder.
- c. Gas cutting of skin plate and removal of Gimbal pin & drawbar from Mitre Leaf.
- d. Positioning of draw bar inside the draw bar chamber, Removal of the same from Pit.
- e. Water-tight Steel Plate Welding of the Draw bar pocket & Draw bar Pin pocket, after removal of Drawbar.
- f. Placement of submersible pump of capacity 7.5 HP fitted with canvas hose in the floatation chamber.
- g. Removal of link plate and link pin applying heating/gas cutting as required.
- h. Dismantling of the existing Anchor Rod & Eye Rod from Anchor Nut.
- i. 4 nos. manhole cover to be fitted, making the same from 12mm MS plate with 90-degree bend pipe with water-tight cap. Water tightness of each manhole to be ensured by proper sealing.
- j. Plugging of 4 nos. of scupper valve hole with the wooden plug, making the same from Sal or Teak wood by applying canvas, during low tide. Water tightness of the same to be ensured. Wooden plugs (total 8 in numbers) are to be provided by the party.
- k. Connecting Wire rope slings to Mitre Leaf. Holding & Hauling of leaf/gate with wire slings with the help of Crane Vessel and Capstan.
- l. Lifting of gate to be done by dewatering of floatation chamber and the gate to be accommodated in the lock barrel by Crane Vessel.
- m. Removal of wire slings from the gate to release Crane Vessel.
- n. Connection of wire rope with removed Mitre Gate in floating condition with Tug.

2. Refitting of each leaf:

- a. Connection of wire rope with repaired Mitre Gate in floating condition in the Dry Dock with Tug.
- b. Positioning of repaired draw bar inside the draw bar chamber.
- c. Holding of leaf/gate with wire slings with the help of Crane Vessel.
- d. Gate to be placed in position with the help of Crane Vessel inside her camber so that the Heel post can be accommodated in the Heel Post groove.
- e. Placement of submersible pump inside floatation chamber & filling of water into floatation chamber so that the gate can gradually take her vertical position in the camber.
- f. When the gate is to be fully accommodated in the camber cradle, leaf to be lowered with the help of wire sling by virtue of Capstan & Crane Vessel, in accordance to the sitting position of pintle given by port Divers proper matching.
- g. In this position Crane vessel will tightly hold the gate to align the same and both the link plates to be fitted with link pins. Assembling of new Anchor Rod to Anchor Nut with dressing of the threads as well as assembling of new Anchor Nut to Eye Rod with proper dressing of thread.
- h. Gas cutting of previously welded skin plate of Drawbar & Drawbar pin pocket to be done and subsequently Drawbar to be fitted along with Gimbal pin to Mitre Leaf. Proper alignment to be ensured.
- i. Refitting of opening and closing hand chain with the drawbar and cylinders to be done.
- j. Removal of manhole covers to be done.

k. Removal of 4 nos. scupper holes wooden plug to be done with the help of Divers & opening of scupper valves. Adjustment of Anchor Nut, for proper leveling each gate leaf & proper matching of the Mitre.

l. Repaired walkway to be fitted.

3. Scuttling and un-scuttling of Emergency caisson to be carried out as per requirement, the job includes maneuvering & shifting of Emergency Caisson to & from inner Emergency Caisson Groove and parking spot and placement of wooden block while scuttling. Making of wooden block of appropriate size (total 2 nos.) for Emergency Caisson to be done by the party.

4. Following will be supplied by SMPK:

i) Crane vessel, ii) Tug/port craft, iii) Wire rope and wire slings, iv) Manila ropes, v) Nylon ropes, vi) Submersible pumps for dewatering of Gate Leaf floatation chamber only. vii) Shifting of emergency caisson/ miter gate will be done by SMPK by using SMPK's Tug/port craft. viii) Positioning of emergency caisson during Scuttling and removal of emergency caisson from groove after un scuttling will be done under command of marine Department of SMPK. ix) Man power required for shore work during maneuvering and positioning of emergency caisson will be arranged by Marine Dept of SMPK.

x) All other tools, tackles etc. are to be arranged by the party.

[B]. SPECIAL TERMS AND CONDITIONS OF TENDER:

(1) Terms of payment: 100% of BoQ quoted rate against each item of work in the BOQ will be paid on successful completion of each item of work as per scope of work against submission of running account bill.

(2) Completion period: Seven day time will be given for Removal of both leaves and Seven day time will be given for Refitting of both leaves. Scuttling and De-scuttling operation of Emergency Caisson to be carried out as per requirement during Removal & Refitting of leaves, no separate time will be given for Scuttling and De-scuttling operation

(3) Price Bids would be evaluated on the basis of the lowest grand total price among the valid bidder of all BOQ items taken together excluding the GST.

(4) Performance Security Deposit: Amount of Security deposit will be 10% of the contract value. The successful tenderer shall have to submit the Bank Guarantee in respect of SD. The same shall be refunded without interest after successful completion of the Contract.

(5) Liquidated Damage : As per enclosed GCC.

(5) Dock permit for entering inside the dock shall be provided by SMP, Kolkata free of cost against application for the required number of heads for the required number of days, against one-time payment as applicable per head for generating computerized identification or at a rate as may be revised during the pendency of the contract. Dock permit for vehicle required for the contracted work would also be given free of cost.

(7) SMP, Kolkata is covered under general security by Central Industrial Security Force (CISF) as is in existence now. SMP, Kolkata is also covered under ISPS code. However, the contractor shall have to arrange for further security for his stock etc, if considered necessary, at his own cost and liability in terms of ISPS code.

(8) The contractor shall at his own cost protect, support and take all precaution with regard to the personnel, structure, services or properties belonging to Port Authority which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Port Authority against claim for injury, loss or damage caused by the contractor in connection with execution of the contract.

(9) Damage and loss to private property and injury to workmen: The contractor shall at his own expenses reinstate and make good to the satisfaction of SMP, Kolkata and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of SMP, Kolkata (or Agents/servants or employees of SMP, Kolkata), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or any Agent, servant or employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise. All expenses towards injury/damages of the contractor own personnel only would be borne by the contractor. They will not take any liabilities for consequential damages to manpower (non-contractor personnel) or to material/ infrastructure.

(10) Any insurance coverage shall have to be arranged by the contractor at his own cost and liability.

(11) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court at Calcutta, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.

(12) Amicable Settlement : If any dispute or difference or claims of any kind arises between the contractor and SMP, Kolkata in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

(13) Arbitration:

(i) Arbitrators: Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 2015, including any amendment thereof.

(ii) Place of Arbitration: The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

(14) All other terms and conditions excepting those mentioned separately shall be governed by SMP, Kolkata's General Conditions of Contract.

Bill of Quantities

Scope of work for removal and refitting of KPD inner mitre gate (leaves) in view of dry dock repair by GRSE

Sl. No.	Description of work	Qty.	Unit Price (Inclusive of all charges excluding GST)	Sub-Total (Unit Price x Qty.) [Inclusive of all charges excluding GST]
(I)	(II)	(III)	(IV)	(V) = (IV) x (III)
1.	Removal of each leaf	2 no.	Rs.-----	Rs.-----
2.	Refitting of each leaf	2 no.	Rs.-----	Rs.-----
3.	Scuttling of Emergency Caisson	16 no.	Rs.-----	Rs.-----
4.	De-scuttling of Emergency caisson	16 no.	Rs.-----	Rs.-----
Grand Total (excluding GST):				Rs.-----

* Total price inclusive of all taxes and duties and other charges excluding GST to be considered for evaluation.

* Total price inclusive of all taxes and duties and other charges excluding GST in words --
Rupees

- Note:**
- (a) GST if applicable will be paid extra at actual.
 - (b) All rates shall be quoted in Indian Currency. No variation in taxes & duties shall be admissible.
 - (c) In case of any discrepancy in unit price and total price in the Bill of Quantities as per formats given above, the amount indicated in the Column for Unit Price in the Bill of Quantities shall hold good and total price shall be accordingly altered.
 - (d) Quantity mentioned in the BOQ may be varied. Payment will be made on actual work done basis.

Signature of the Tenderer.....

Name.....

Designation.....

Seal of Tenderer.....

Date.....

Address.....

.....

.....

Covering Letter for submission of Tender

(On official Letterhead of the bidder)

Ref. No:.....

Date:

The Chief Mechanical Engineer,
Syama Prasad Mookerjee Port, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender forand confirm that we unconditionally accept all the terms and conditions of the tender and the Addendum (if issued).

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

3. We shall make available to Syama Prasad Mookerjee Port, Kolkata, any additional information it may find necessary or require to supplement or authenticate the Tender.

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

5. We also certify the following:

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

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

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by Syama Prasad Mookerjee Port, Kolkata, thereon.

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

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

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Profile of the Tenderer

Name :

Country of incorporation	
Address of the corporate headquarters and its branch office(s), if any in India	
Date of incorporation and commencement of business	

Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

Details of individual(s) of the tenderer who will serve as the point of contact/ communication with Syama Prasad Mookerjee Port, Kolkata..

Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Details of Authorized Signatory of the tenderer:

Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Undertaking in lieu of submission of signed copy of the Tender Document in full

(On official Letterhead)

Ref. No.....

Date

The Chief Mechanical Engineer,
Syama Prasad Mookerjee Port, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

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

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

Yours faithfully,

Signature of Power of Attorney Holder(s):

Name:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA**SCHEDULE - "O"**

Tenderers must fill in the undernoted column:

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

Attach additional sheet(s), if required.

SCHEDULE - "O"

Sheet - 2

The Tenderers are also requested to furnish the following particulars:

A. In case of a Limited Company:

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

SCHEDULE - "O"

Sheet - 3

B. In case of a Firm:

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

SCHEDULE - "O"

Sheet - 4

C. In case of an Individual:

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

DATED, the.....

Signature of Tenderer

Pro-forma of Affidavit for exemption from ESI ACT
(On Non-Judicial Stamp Paper of worth Rs.10/-)

BEFORE 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:

THAT I am the proprietor/partner of having office at..... and carrying on business on the said name and style. (In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in the affidavit).

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

THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata, as per the Clause No. of the Tender No. issued by the Syama Prasad Mookerjee Port, Kolkata, in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

Indemnity Bond for exemption under ESI ACT

(On the Rupees Fifty Non-Judicial Stamp Paper of worth 50/-)

BY THIS BOND I, Shri/Smt., son of Shri/Smt. Residing at by occupation the Partner /Proprietor /Director, having office at, am a tenderer under Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata, (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata, had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata, against all damages and accidents to the Labourer/Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Syama Prasad Mookerjee Port, Kolkata, against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata, and which shall be legal an/or claimed by the Syama Prasad Mookerjee Port, Kolkata, during the execution of the work stated in the e-tender No. Of

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata, and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I,.....the Partner/ Proprietor/ Director..... hereto set and seal this the.....day of.....in the yearat

(Signature of the Indemnifier)

Surety-I:

Signature:.....

Name :.....

Address :

Surety-II:

Signature:

Name :

Address :

Witnesses :

Signature:

Name:Address:.....

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX
GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
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AMENDMENT
TO

3. GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimate d Value of Work	Amount of Earnest Money		Estimate d Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000/-	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]

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
	Rs 10,000/-	Any tender priced uptoRs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced uptoRs 1,00,000/-	B	Rs 25,000/-	Any tender priced uptoRs 5,00,000/-
C	Rs 2,500/-	Any tender priced uptoRs 50,000/-	C	Rs 15,000/-	Any tender priced uptoRs 3,00,000/-

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

GC - 2

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's Representative**

- Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. **e**
- 1.6** “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. **Works**
- 1.7** “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. **Temporary works**
- 1.8** “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. **Extra works and Excess works**
- 1.9** “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. **Specification**

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1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	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	Contract

	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.	Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority

GC - 4

2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.	Authority of Engineer’s Representative
2.3	<p><i>The Engineer shall have full power and authority :</i></p> <p>(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.</p>	Engineer’s Power

	(f) To grant extension of completion time.	
2.4	<p><i>The Engineer's Representative shall :</i></p> <ul style="list-style-type: none"> (i) watch and supervise the works. (ii) test and examine any material to be used or workmanship employed in connection with the work. (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard. (iv) take measurements of work done by the contractor for the purpose of payment or otherwise. (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense. (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor. 	Power of Engineer's Representative.

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2.5	<p><i>Provided always that the Engineer's Representative shall have no power :</i></p> <ul style="list-style-type: none"> (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. 	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows :</p> <ul style="list-style-type: none"> (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. 	Engineer's Overriding Power

	<p>(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.</p> <p>(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.</p>	
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.

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	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.

	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Contractor.
3.2	The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.	Disclosure of Owner's name.
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.	Earnest Money and Security Deposit.
	Estimated Value of Work	Amount of Earnest Money
		For Works Contract
		For Contract of Supplying Materials or Equipment only
	Up to Rs. 1,00,000=00	5% of the estimated value of work
	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/-.
		1% of the estimated value of work
		½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

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	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of SMP, Kolkata or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "SMP, Kolkata" 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.

	(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :			Exemption from E.M. to Regd. Firms
	Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender	
	A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-	
	B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-	
	C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-	
	(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. (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.			Tender without EM liable to rejection. Forfeiture of E.M. before Acceptance of offer.
	(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.			E.M. to be converted to part S.D.
	(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.			Mode of recovery of balance S.D.

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	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.	Scale of S.D. recovery.
	For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	

	For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- +7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
	For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	
	(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of SMP, Kolkata and payable at Kolkata/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.			No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.			Mode of refund of S.D.
	(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.			Forfeiture of S.D.

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3.6	If stipulated in the contract as a Special Condition, the contractor shall have to 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	Bank Guarantee in lieu of Cash S.D. in certain cases
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	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.	
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 : <ol style="list-style-type: none"> 1. The Contract Act (India), 1872. 2. The Major Port Trusts Act, 1963. 3. The Workmen’s Compensation Act, 1923. 4. The Minimum Wages Act, 1948. 5. The Contract Labour (Regulation & Abolition) Act,1970. 6. The Dock Workers’ Act,1948. 7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only). 	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers’ Power

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4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the	All Drawings are Trustees’
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	Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	property.
4.5	The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.	Contractor to prepare working / progress drawings
4.6	The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.	Contractor cannot sub-let the work
4.7	Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.	Contractors' price is inclusive of all costs
4.8	The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.	Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.
4.9	Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.	Contractor to submit his programme of work

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	If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.	
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 its staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.	Contractor to deploy qualified men and Engineer's power to remove Contractor's men
4.12	The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.	Contractor is responsible for line, level, setting out etc.
4.13	From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.	Contractor is responsible to protect the work

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4.14	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 structures / persons caused by him in executing the work.
4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	Fossils, Treasure travois, etc. are Trustees' property
4.16	<p>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 :</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property

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<p>4.18</p>	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following :</p> <ul style="list-style-type: none"> (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. 	<p>Contractor's quoted rates/price must be all inclusive</p>
<p>4.19</p>	<p>Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.</p>	<p>Notice to Contractor.</p>

4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work
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4.21	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
5.3	Unless specified otherwise in the contract or prior permission of the	Contractor to observe

	<p>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.</p>	<p>Trustees' working hours</p>
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<p>5.4</p>	<p>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.</p>	<p>Contractor to supply all materials as per requirement of the Engineer or his representative</p>
<p>5.5</p>	<p>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.</p>	<p>Materials & Works</p>
<p>5.6</p>	<p>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.</p>	<p>Contractor to submit samples for approval</p>
	<p>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.</p>	<p>Contractor to arrange all testing at his own cost.</p>
<p>5.8</p>	<p>Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :</p>	
	<p>(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</p>	<p>The Contractor shall account for and look after the Trustees' materials</p>

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

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	(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
	(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - (1) The issue rate of the materials at the Trustees' Stores and (2) The market price of the material on the date of issue as would be determined by the Engineer.	Recovery from Contractor for Trustees' materials under other circumstances.

5.9	<p>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.</p>	<p>Contractor to replace materials/work not acceptable to the Engineer or his Representative</p>
5.10	<p>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.</p> <p>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.</p>	<p>Contractor to seek approval of Engineer or his Representative before covering up any portion of work</p>

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5.11	<p>On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –</p> <ul style="list-style-type: none"> (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. <p>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</p>	<p>Contractor to suspend work on Order from Engineer or his Representative</p>
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	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.

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

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6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer’s Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the “net payable” sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees’ end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Contractor to prepare and submit his bills
6.6	<p>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 –</p> <ul style="list-style-type: none"> (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion, (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor’s materials, (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise, 	Advance payment against Non-perishable materials
	(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,	

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	(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a 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 overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
7.0	VARIATION AND ITS VALUATION :	

7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :	Engineer's power to vary the works

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7.2	<p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed
7.5	<p>(a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.</p> <p>(b) The Engineer shall solely determine the amount (if any) to be added to</p>	Payment for extra or additional, or omitted work or substituted work, Engineer's powers

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

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	(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.	
8.0	DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT	
8.1	Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor.	Extension of completion time

	If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.	
8.2	a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.	‘Liquidated Damage’ and other compensation due to Trustees

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	(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor’s failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.	
8.3	Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days’ notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :	Default of the Contractors remedies & powers/Termination of Contract.

	(i) The Contractor has abandoned the contract.	
	(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.	
	(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.	
	(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.	
	(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.	
	(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.	
	(vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.	

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8.3.1	Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.	

8.3.3	Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall I in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.	Contractor's obligation for maintenance of work.

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9.2	The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working o	Certificate of final completion
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	using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.	
9.3	On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.	Engineer’s decision
10.2	If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.	Chairman’s award.
10.3	If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.	Arbitration.
10.3.1.	If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.	

10.3.2	The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.	
10.3.3	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..	
10.3.4	The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.	
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.	
10.3.6	The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.	
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.	
10.4	The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer’s decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.	
10.5	Provided always as follows:	
	[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.	
	[b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.	

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	[c]	<p>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 <i>ibid</i>.</p> <p>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.</p>	
	[d]	<p>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.</p>	
	[e]	<p>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.</p>	

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)
.....

NIT No.: SMP/KDS/Mech/DC-I/ADV/654 dated 15.09.2023

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

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

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

Dated :

(Signature of Bidder with Seal)

WITNESS :			
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.0.....Dt.....

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

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20 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 _____ week(s) / month(s) / year(s)

from the _____ day of _____ 20.....
to _____ 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.....dt.....
C.E.O.....dt.....**

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

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.....Dt.....

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:.....

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

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

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

NIT No.: SMP/KDS/Mech/DC-I/ADV/654 dated 15.09.2023

.....
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 a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No dated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees) we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs (Rupees) We.....Branch,Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for 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 "SMP, Kolkata", 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 ofday of19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us,Branch, Kolkata/Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)
BANK.....
BRANCH.....
Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)

NB: While issuing bank guarantee issuing applicant must mention receiver's details as ICICI Bank IFSC ICIC0006952 Branch-Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of the given BG.

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

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

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

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

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

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

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata 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.

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

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

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by SMP, Kolkata in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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

ADDENDUM

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

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