



SYAMA PRASAD MOOKERJEE PORT, KOLKATA

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

(Erstwhile KOLKATA PORT TRUST)

**(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS,
GOVERNMENT OF INDIA)**

KOLKATA DOCK SYSTEM

TENDER FOR

ई-निविदा "कंटेनर टर्मिनल बिल्डिंग, सीएफएस बिल्डिंग, नया कैंटीन, लीबिया कैंटीन, एचएमपी कार्यालय, क्षेत्र की छत पर एपीपी झिल्ली द्वारा वाटर प्रूफिंग उपचार प्रदान करना।"

**E-tendering for "Providing waterproofing treatment by APP membrane over roof of
Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan
Canteen area at N.S.D."**

**

Civil Engineering Department

सिविल इंजीनियरिंग विभाग

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

TENDER NO.: SMPK/KDS/CIV/T/2795/67

DT. 13.11.2023

TENDER NO.: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

(Formerly KOLKATA PORT TRUST)

Civil Engineering Department

1.0 NOTICE INVITING TENDER

NIT NO.: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D”** as per Bill of Quantities the Bid Document may be seen from the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above- mentioned website only. The tender is also published on SMPK website (www.smporkolkata.shipping.gov.in).

SCHEDULE OF TENDER (SOT)

a.TENDER NO. निविदा संख्या	SMPK/KDS/CIV /T/2795/67 DT.13.11.2023
b. MODE OF TENDER निविदा का तरीका	e-Procurement System (Online one part Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in/) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c. i) Estimated Cost Of the Work अनुमानित लागत Of कार्य	Rs. 32,01,894.40/- (Thirty Two Lakhs One Thousand Eight Hundred Ninety Four Rupees and Forty Paise Only)
ii) Earnest Money Deposit बयाना राशि	Rs.64,100.00/- (Rupees Fifty Four Thousands Five Hundred only) payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch

iii) Tender Document fee (Non-refundable) निविदा दस्तावेज शुल्क (अप्रतिदेय)	The intending bidders should submit the tender cost of Rs.1770/- (Rupees one thousand seven hundred and seventy only) including @18% GST to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected. As per cl. 2, page no.12 payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch
iv) Railtel Tender Processing Fee (Non-refundable) Mode of Payment: - E-payment Only through Debit/Credit Card or Net Banking. रेलटेल टेंडर प्रोसेसिंग शुल्क (नॉन रिफंडेबल) भुगतान का प्रकार:- ई-पेमेंट केवल के माध्यम से डेबिट/क्रेडिट कार्ड या नेट बैंकिंग।	TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/- + GST Registration Charges Rs.2000/- +Applicable GST Per Year
d. Date of NIT available to parties to download पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	13.11.2023 to 06.12.2023 (up to 14:00 hrs.)
e. Pre – Bid Meeting Date & Time प्री-बिड मीटिंग की तारीख और समय	No Pre-Bid Meeting.
f. Last date of submission of EMD & Tender Document fee at Syama Prasad Mookerjee Port, Kolkata श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता में ईएमडी और निविदा दस्तावेज शुल्क जमा करने की अंतिम तिथि	12.12.2023 (up to 12:00 hrs.)
g. Date of Starting of e-Tender for submission of online Techno-Commercial Bid at Enivida Portal के लिए ई-निविदा शुरू होने की तिथि Enivida पोर्टल पर ऑनलाइन टेक्नो-कमर्शियल बिड और प्राइस बिड जमा करना	13.11.2023 (From 14:00 hrs. onwards)

h.Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद करने की तिथि	06.12.2023 (Up to 15:00 hrs.)
i.Date & time of opening of Techno-Commercial Bid and Price Bid. तकनीकी-वाणिज्यिक बोली और मूल्य बोली खोलने की तिथि और समय।	07.12.2023 (After 13:00 hrs)

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

List of Annexures

Important Instructions for E- procurement : - Annexure -
A Commercial Terms & Conditions : - Annexure -
B
Techno Commercial Bid : - Annexure -
C List of Scanned Documents required to be uploaded: -
Annexure – D (Document consisting Annexure A to Annexure D
To be treated as Techno Commercial Part)
Price Bid (Financial Part) : - Annexure –
E (Both the Techno Commercial Part &
Financial Part will be uploaded separately
& will be available both in the SMPK
website & Enivida Portal)
General Conditions of Contract : - Annexure – F

Chief Engineer
Civil Engineering Department
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Tender Inviting Authority

ANNEXURE-A**Important Instructions for e-Tender**

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:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. Nilanjan Mallick, Superintending Engineer (Contract)
2. Palash Dutta, Engineer(c) M.N.-9830621827

Phone no.: **9836298683, 03371012400**

E-mail IDs : - nmallick@kolkataporttrust.gov.in &
cecontract@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

Phone No.7278929467/8448288981

E-Mail IDs: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	SMPK 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.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addendum. A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidders can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the Enivida Portal .

Annexure –B**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

Office of the Chief Engineer,
6, Fairlie Place (Fairlie Warehouse, 2nd floor),
Kolkata 700 001.

Tele – 033 2230-3451 Extension: 398,399,400

Fax - (033) 2230-0413

E-mail id: nmallick@kolkataporttrust.gov.in & ce@kolkataporttrust.gov.in

3.0 Commercial Terms & Conditions

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2	Copy of valid NSIC Certificate or MSME Certificate under MSME has to be submitted alongwith the bid.
3	EARNEST MONEY: As Per NIT
4	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.
5	<u>SCOPE OF WORK: As per E-Tender Document</u>
6	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
7	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMP, Kolkata. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, thereon shall be final and binding upon all parties.
8	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above-mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
9	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
10	The contract shall be governed by all relevant Indian Acts applicable only within the Jurisdiction of the High Court at Calcutta.

- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the **Superintending Engineer (NSD)** or his authorized representative at his office at **51, C G R Road, Kolkata 700043** in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
- 13 **VALIDITY: -**
The tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.
- If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
- 14 **NON- RESPONSIVE BIDDER: -**
The offer/tender shall be treated as non-responsive, if it:
- (i) Is not accompanied by requisite Earnest Money /valid NSIC Registration Certificate /MSME Registration Certificate.
 - (ii) Is not accompanied by requisite tender paper cost / or valid NSIC/MSME Registration Certificate.
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) Does not meet the Qualification Criteria as stipulated in the NIT.
 - (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
- 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 Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.
Offer / tender are submitted with any deviation from the tender terms & conditions.
- 15 **EARNEST MONEY AND SECURITY DEPOSIT: - : As per tender Document**
- 16 **PERFORMANCE GUARANTEE:- Not Applicable**
- 17 In the event of the successful bidder fails to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' **apart from other actions**.
- 18 **PRICES: - As per BOQ given in the tender document.**
- 19 The bidder shall quote his price as per the Bill of Quantities in the Price bid

- 20 Orders may be placed in full/part to the lowest bidder.
- 21 Price(s) to be quoted should remain firm over the contract period.
- 22 **The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**
- 23 EVALUATION CRITERIA: As per relevant clause of Tender document.
- 24 PAYMENT: - As per Tender document.
- 25 LOCATION: As per Tender document.
- 26 TIME OF COMPLETION: As per Tender document.
- 27 Work is to be carried out as per terms & condition of the contract document.
- 28 JURISDICTION OF COURT: -
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 29 PERSONAL PROTECTIVE EQUIPMENT (PPE): -
Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-23 may be referred to.
- 30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
- 31 PRICE ADJUSTMENT CLAUSE: As per Tender document.
- 32 TECHNICAL CAPACITY: As stipulated in Tender document.
- 33 FINANCIAL CAPACITY: As stipulated in Tender document.
- 34 DOCK PERMITS: As per tender document.
- 35 The bidder may offer a Bank Guarantee in the Trustees' specified Proforma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Earnest Money /Security Deposit beyond **Rupees 10 (Ten) lakhs**.

Besides the above conditions all other conditions as stated in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Annexure –C

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT

6, फ़ॉर्ली प्लेस)फ़ॉर्ली वेयरहाउस क लक़ातौ -700001

6, Fairlie Place (Fairlie Warehouse, 2nd floor), Kolkata – 700001

NIT No.: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

NOTE: Last Date of **Download** of tender documents : **06.12.2023 (up to 14.00 hours)**Tender is due for submission by **15.00 Hrs. On 06.12.2023**Tender is due to open after **13.00 Hrs. On 07.12.2023****Techno Commercial Bid**

ई-निविदा " कंटेनर टर्मिनल बिल्डिंग, सीएफएस बिल्डिंग, नया कैटीन, लीबिया कैटीन,
एचएमपी कार्यालय, क्षेत्र की छत पर एपीपी झिल्ली द्वारा वाटर प्रूफिंग उपचार प्रदान
करना। "

**E-tendering for “Providing waterproofing treatment by APP membrane over
roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office,
Libyan Canteen area at N.S.D.”**

SHORT TENDER NOTICE

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Pre-Qualification Criteria stipulated in Tender Document for the following work at Syama Prasad Mookerjee Port, Kolkata.

Name of work कार्य का नाम	:	Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D
NIT No एनआईटी नंबर	:	SMPK/KDS/CIV /T/2795/67 DT. 13.11.2023
Estimated Cost अनुमानित लागत	:	Rs. 32,01,894.40/- (Thirty Two Lakhs One Thousand Eight Hundred Ninety Four Rupees and Forty Paisa Only)
Period of Execution निष्पादन की अवधि	:	06 (six) months
EMD (Earnest Money Deposit)/Bid Security ईएमडी (बयाना राशि जमा)/बोली सुरक्षा	:	Rs.64,100.00/- (Rupees Fifty Four Thousands Five Hundred only) payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata
Period of Download of E-Tender (Both Days Inclusive) ई-निविदा के डाउनलोड की अवधि (दोनों दिन सम्मिलित)	:	13.11.2023 to 06.12.2023 (UPTO 14:00 hrs.) (Bid document will be available on website https://kopt.enivida.in). Bidders will have to participate in bidding process through website https://kopt.enivida.in/) only.
Date and Time for pre-bid meeting & site visit प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय	:	No Pre-Bid Meeting

Last date of submission of e-tender and opening of the tender ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि	:	Submission on 06.12.2023 Up to 15:00 hrs. Opening on 07.12.2023 after 13.00 hrs. (Both Techno Commercial Part and Price Part will be opened on the date)
Cost of Tender Document(Non-refundable) निविदा दस्तावेज की लागत (अप्रतिदेय)	:	Rs.1770/-(Rupees one thousand seven hundred and seventy only) including @18% GST) payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata
Contact Person. संपर्क व्यक्ति।	:	Nilanjan Mallick, Superintending Engineer Palash Dutta, Engineer, Contract (Contact)9836298683, 03371012400

4.0: INSTRUCTIONS TO BIDDER

E-TENDER FOR “Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

NIT NO: **SMPK/KDS/CIV /T/2795/67**

DT. 13.11.2023

1.0 GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer (NSD)** on any working day before quoting for the tender.

2.0 Cost of tender paper and EMD are to be physically deposited at the office of Chief Engineer at 6, Fairlie Place (Fairlie Warehouse, 2nd floor), Kolkata – 700001 by vendors/contractors through Bank Draft/Banker’s Cheque/Demand Draft/Pay Order etc. On any scheduled/nationalised Bank, in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata, within 3 working days after opening of tender.

2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

2.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

Tender submitted without requisite cost of tender paper will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID:

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A Bid shall contain the following scanned copies of which are to be uploaded (Refer AnnexureD):-

- i) GST registration certificate.
- ii)a) Valid Trade License (Valid for current period & also for type of work
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan if this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees’ Provident Fund (EPF) Account. EPF Registration Certificate.

v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.

vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.

vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e., 2020-2021, 2021- 2022, 2022-2023). The same should be audited as per relevant norms wherever required along with UDIN of the Auditor.

ix) PAN Card

x) Bank Draft/ Pay order / Bank Transfer Details etc. regarding Cost of EMD and cost of Tender documents/valid NSIC certificate/MSME Certificate.

xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work.

xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India (to be mentioned in the letter head of the Firm).

xiii) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work (to be mentioned in the letter head of the Firm).

xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed Proforma titled 'Concurrent Commitments of The Bidder' vide 'Schedule –T' in Part-I of the tender document.

xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (ANNEXURE –D-1) in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum in the letter head of the Firm.

xvi) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

xvii) TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.

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

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements

and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

4.0 SECURITY DEPOSIT: -

4.1 For the successful Bidder, the Security Deposit will be recovered from the contractors each and every One-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.**

4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.0 Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/Termination of Contract.

6.0 REFUND OF EARNEST MONEY: - The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the manual tender document.

7.0 VALIDITY OF OFFER: -

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

8.0 DETAILED SCRUTINY OF E-TENDERERS:

8.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

9.1 During Techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it: -

(i) is not accompanied by requisite Earnest Money /valid NSIC Registration Certificate /MSME Registration Certificate.

(ii) is not accompanied by requisite tender paper cost / or valid NSIC/MSME Registration Certificate.

(iii) validity of the offer is less than tender stipulation,

(iv) does not meet the Qualification Criteria as stipulated in the NIT.

(v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

9.2 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 Syama Prasad Mookerjee port, Kolkata in this regard shall be final and binding On the Bidder.

10. An amount of **Cess for Building & Other Construction Workers' Welfare Cess** [BOCWW Cess] calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority statutory deductions will also be made as applicable at the time of payment.

11. For Micro & Small Enterprises (MSEs) registered with NSIC & or MSME: -

11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or MSME** are exempted from depositing Cost of Tender Document.

11.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in the tender, for the items they are not registered with NSIC OR MSME, then they will have to deposit cost of Tender Document, as per NIT. **Otherwise their offer will not be considered.**

11.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

12.0 EVALUATION CRITERIA: -

12.1 During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.

13.0 ACCEPTANCE OF TENDER: -

13.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

13.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

13.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfil all his obligations as required by the Contract.

14.0 MISCELLANEOUS:

i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract,

iii) required for efficient execution of the work.

- iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- vi) Enlisted/registered contractor of SMPK will get the benefit of exemption of deposition of Earnest Money **up to the prescribed limit**. They are to upload the scan copy of the original T.R. issued to them by SMPK during registration to SMPK relating to **Permanent Security Deposit**.
- vii) **The Bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.**

5.0: SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR “Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

1. GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenders, and Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will override those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

- (a) Order letter.
- (b) Bill of Quantities.
- (c) Drawings.
- (d) Particular Specifications of work.
- (e) Special Conditions of Contract.
- (f) General Conditions of Contract.

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

The execution of work shall conform minutely to the approved & assigned drawings & specification & any other details drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

3. PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

Reliable, bonafide & experienced agencies who have successfully completed similar works like “**Construction/Repair/renovation/maintenance of different buildings/structures including sanitary , plumbing and other similar nature of works related to water distribution system for various type of building complex**” during the last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following::Either

- (i) **03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender
- Or (ii) 02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender
- Or (iii) 01 (One)** completed work costing not less than **80%** of the estimated amount put to tender.
- ii) The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2023**, should be at least 30% of the estimated amount put to tender.
- iii) Work experience as a sub contractor **shall not be** considered as the requisite qualification.

4. SCOPE OF WORK:

“Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

The work comprises of providing water proofing treatment to the roofs of Container Terminal building, C.F.S building, New Canteen, H.M.P Office, Lybian Canteen at NSD. The work consists of execution of several items as dismantling masonry, PCC, RCC, brickwork, concreting, plaster , shuttering related works, plumbing works, providing and laying of 3 mm. thick Pre-fabricated plastomeric water proofing membrane conforming to EN 12311-1&ASTMD 5147 manufactured with atactic poly propylene (APP) modified premium grade asphalt, specially reinforced with non-woven polyester core with polyester reinforcement, removal of rubbish, waterproofing chemical related works etc and other appurtenant works as directed by the Engineer-in-Charge

The work has to be carried out as per Specifications/Drawings (if any) or as may be directed. The Contractor shall have to forward any material with resale value to the SMPK Sales Yard or any other suitable place as may be directed and dispose all the other materials beyond the jurisdiction of SMP, Kolkata, all complete up to the full satisfaction of the Engineer or his representative, without any extra cost, including all appurtenant works as described and set forth in Bill of Quantities, Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract.

The intending Tenderer may inspect the site of work in consultation with the **Superintending Engineer, NSD, at his office at 51 C. G. R. Road, NSD, Kolkata 700043** and acquaint himself with the nature of work before repairing his tender. His attention is drawn to **Clause No.3.1** of the General Conditions of Contract in this regard. No excuse of ignorance as to the site conditions, availability of space for storing materials and approached to site etc., will be entertained.

Unless otherwise specified, the work by the contractor shall include but not be limited to the following:

1. Provide all materials, consumables, all tools & plants, supervision, services, scaffolding, shoring, strutting, form work, vibrators, transportation, water supply, temporary drainage, dewatering of surface, making of necessary approaches, temporary fencing/barricading and temporary lighting as required for safety and work purposes etc.
2. The Contractor shall have to carry out the work only during specified time allowed by Kolkata Police Authority in a manner creating least interference to the flow of Traffic (where necessary) with prior permission of the Kolkata Police (to be obtained through SMP, Kolkata) while consistent with the satisfactory execution of the same.
3. The Contractor shall provide and maintain barricades, signs, lights, flagmen at either end of the work-zones and intermediate points, would arrange for proper notification of the construction area, fix safety nets around the construction area and also take all such measures so as to safeguard public lives and properties as may be necessary, directed by the Police or by the Engineer during the execution of the work. No extra payment shall be made for such works.
4. The Contractor shall have to make arrangement for adequate illumination at the worksite for safety of his workmen as well the road users.
5. Adequate nos. of personnel with safety gadgets such as light batons, reflective jackets shall have to be deployed by the Contractor.

6. Proper barricading, guard rail, cones etc. shall have to be placed at the strategic locations as directed by the Police or this office.
7. Proper informative and directional signage/flex preferably retro-reflective type shall have to be installed by the Contractor.
8. No debris or construction materials can be kept outside the working area.
9. All Vehicles/Plants/Equipments etc. related to the execution of the work shall have to be kept within the barricaded area and not in the operational portion of the carriageway.
5. Complete cleaning of the site of the works and adjoining area after completion of the work.

5. Location: - Container Terminal Building, CFS Building, New Canteen, HMP Office and Libiyan Canteen area at NSD

6. ACCESS TO THE SITE:

- (a) By Road:- CGR Road
- (b) By Circular Rail:- Khidirpur Station

7. Locations :-

The work site is located **at Container Terminal Building, CFS Building, New Canteen, HMP Office and Libiyan Canteen area at NSD** under **SMPK**. Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer (NSD)**, to make the site inspection along with his representative local conditions at site. The intending tenderer should contact **Superintending Engineer (NSD), Kolkata 700 043** make the site inspection along with his representative.

8. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (NSD) at his office at 51, C. G. R. Road, Kolkata 700043** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

9. SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed **at Container Terminal Building, CFS Building, New Canteen, HMP Office and Libiyan Canteen area at NSD** under **SMPK**, as detailed in the Scope of Work & B.O.Q.

The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in

Compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges

towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

10. TIME OF COMPLETION

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **06(Six) Months**, including preliminary time from the date of placement of work order.

11 .SUFFICIENCY OF TENDER:

- i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and SMPK does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

12. ACCESSIBILITY FOR CHECKING AND SUPERVISION.

The engaged Contractor is to provide necessary arrangement for free access to the SMPK Officers and personnel for supervision and checking of the subject work at his own cost.

13. PROGRAMME AND PROGRESS:

The contractor shall submit a detailed **programme of work** within **7 [seven] days** from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

14. RESPONSIBILITY OF THE CONTRACTOR FOR METHODOLOGY OF WORKS:

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such

particulars thereof as he may require from time to time.

ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods/Scheme that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

iii) Approval, for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

15. MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer-In-Charge.

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

16. QUALITY CONTROL:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited.

If the Contractor has not corrected a Defect within the time specified in the Engineer-in-charge (Nodal Officer) or his nominee's notice the Engineer-in-charge (Nodal Officer) or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount failing which same will be recovered from their due

17. SAMPLING AND TESTING OF CONSTRUCTION MATERIALS:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer. The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost. The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor

18. SPECIFICATIONS/ CODES AND STANDARDS:

All works under this contract will be executed according to the Trustees' Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other International Code of Practice/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineer or his representative at site at his own cost and without any additional reimbursement.

19. TEMPORARY WORKS:

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

20. PLANT & CONSTRUCTIONAL EQUIPMENTS

The contractor shall supply his tools, plants and constructional equipments within his quoted rates. A list of plant as intended to be employed by the tenderers in this construction must be furnished with full details along with the tender.

21. CONTRACT PRICE:

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees’ as provided for in the Contract.

22. SETTING OUT OF WORK AND INITIAL MEASUREMENTS:

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

23. FORWARDING OF MATERIALS:

The contractor shall have to arrange transport for forwarding any useable/ saleable materials that may be found during the process of execution of the work to the Trustees’ Sales yard or any other site/ godown including labourers, transportation, loading, unloading all complete as per the direction of the Engineer or his representative at site. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

24. PARTICULARS OF EXISTING WORKS:

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of “Syama Prasad Mookerjee Port, Kolkata” given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

25. SAFETY MEASURES:

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

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

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

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

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

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

The successful bidder shall also ensure that –

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

26. HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

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

27. POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Engineer or his representative.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of SMPK as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

28. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the exiting water line of the Trustees at a point near the site of work.

The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

i) Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

ii) In any case Dock water will not be allowed to be used for any work including curing.

29. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

30. PROTECTION OF EXISTING SERVICES:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers. The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

31. CLEANING DURING EXECUTION AND AFTER COMPLETION:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMPK stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

32. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2014), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

33. ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the respective **Superintending Engineer (NSD)** with necessary documents in original. Subject to the availability and feasibility of system, SMPK may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name

(iii) branch code and (iv) designated account number in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as

per instruction of SMPK.

34. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

35. Escalation / Variation : No Escalation / Variation on the prices on any account will be considered for adjustment of payment.

36. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rates fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures. **The Contractor shall comply to the Employees' Bonus rules & to pay Bonus once a year to his workmen accordingly, for which no extra payment shall be made to the Contractor.**

The contractor shall indemnify the SMPK against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

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

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

37. COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Superintending Engineer (NSD).

38. INDEMNIFICATION:

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

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

39. TAXES & DUTIES:

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions 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 details so uploaded in GSTN by Supplier/ Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the

- credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest. Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

40. SETTLEMENT OF DISPUTES:

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

41. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non- Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfilment of the contract. The blank Proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co- ordination and liaison with the Marine Department while executing the works. The **Superintending Engineer** in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned **Superintending Engineer** of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The **Superintending Engineer** of the Civil Engineering Department shall be nodal authority in all these co-ordinations and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the **Superintending Engineer, NSD**

should be informed promptly.

42. EMPLOYMENT OF LOCAL RESOURCES:

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, unskilled) periodically or as and when called for.

43. KOLKATA PORT TRUST:

The expression “**KOLKATA PORT TRUST**” appearing anywhere in the tender documents, shall be construed to read as “**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**”.

44. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

45. WORKMEN AND WAGES:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the letter head of the Firm.**

46. RATE FOR PAYMENT AGAINST EXTRA ITEMS:

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Trustees with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMPK Schedule of Rates, then the Special Rates will be prepared as follows: -

(i) The rate of payment of work involving labour & material shall be fixed on the following basis.

- a) Cost of materials consumed including transport and wastage, plus
- b) Cost of labour actually engaged in the works, plus
- c) Taxes and Duties as applicable, plus
- d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

(iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

47. DISPARITY IN QUOTED RATE/AMOUNT.

If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage quoted in figures and in

words, the rate quoted in words shall prevail.

48. DOCK PERMIT:

For works inside the Docks, Dock permit required for men, materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable, will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by SMPK. In case the work has to be carried out in an operational zone, the tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

49. WORKING PERIOD:

Normally the work will be carried out between **8 A.M.** to **5 P.M.** on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

50. BANK GUARANTEE IN LIEU OF CASH SECURITY DEPOSIT:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5 of General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

51. MEASURES AGAINST POLLUTION:

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

The contractor shall, abide by all the regulations and rules of Syama Prasad Mookerjee Port, Kolkata and those that may be issued from time to time without any extra cost to the SMPK.

52. PORT AREA OBLIGATIONS:

The Dock area is a custom bounded area and as such the contractor shall comply with all Regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractor's plants, vehicles, materials, and staff in the area.

Whenever regulations so require, permits shall have to be obtained for such transit of Contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and Workmen to comply with all requirements in this "Restricted Area".

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

53. Defect Liability Period:

The defect liability period for the work is **1 (One) year** from the date of completion. But for **item no. 16, the defect liability period is 7(seven years)**. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer

including replacement of the defective portion and redoing the same at his own cost within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor. However, Security Deposit will be refunded proportionately i.e. 14% for the first six Years and 16% for the seventh and Last Year.

54. ERRORS IN THE B.O.Q:

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

[illegible]

SCHEDULE T **ANNEXURE-C (Contd.)**
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e. Works in The Hand Of
The Bidder At The Time Of Submission Of Tender Offer)
(To be submitted with Part-I of Offer)
Bidders must fill in the under noted
columns.

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

(To be submitted with Part-I of Offer) ANNEXURE-C (Contd.)
SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

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

B) In case of a firm -

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

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

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

Dated:

(Full Signature of Bidder)

(Proforma of Performance certificate/credential of works)

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work:	
3.	Name of the Contractor:	
4.	Schedule date of commencement and completion of the work as per Work Order:	
5.	Date of actual commencement of work & date of actual completion:	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor:	
7.	Sanctioned Tender value & Actual value executed:	
8.	Quality of work (Excellent/satisfactory/poor):	
9.	Remarks (If any):	

ANNEXURE – D**DOCUMENTS TO BE UPLOADED ALONG WITH PART –I****Scanned copy of the following documents to be uploaded: -**

GST registration certificate.

Valid Trade Licence (Valid for current period & also for type of work).

ii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.

iii) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.

iv) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate

v) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.

vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

vii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. , 2020-2021, 2021-2022, 2022-2023) **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**

viii) Bank Draft/ Pay Order etc. regarding **Cost of EMD and Tender documents / valid NSIC certificate.**

ix) PAN Card

x) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm).**

xi) Self- declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm).**

xii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**

xiii) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.

xiv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum **in the letter head of the Firm.**

xv) Last page of “Bill of Quantities” & the “Form of Tender” duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

xvi) TDS certificate including 26 AS should essentially be submitted to validate the legitimacy of the work completion certificate.

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

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

ANNEXURE –D-1**NIT NO. SMPK/KDS/CIV /T/2795/67 DT. 13.11.2023****[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,
SCANNED AND UPLOADED]****Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender
document**

Ref. No.....

Dated:

The Chief Engineer,
 Syama Prasad Mookerjee Port, Kolkata,
 Civil Engineering Department,
 15, Strand Road,
 Kolkata – 700 001

Dear Sir,

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

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer:.....

ANNEXURE –E

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Office of the Chief Engineer,
6, Fairlie Place (Fairlie Warehouse, 2nd floor)
Kolkata 700 001.

Tele – 033 2230-3451 Extension: 398,399,400

Fax - (033) 2230-0413

E-mail ID: nmallick@kolkataporttrust.gov.in &
cecontract@kolkataporttrust.gov.in

NIT No.: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

**NOTE: Last Date of Download of tender documents
: 06.12.2023(up to 14-00 hours)**

Tender is due for submission (by 15-00 hours) On 06.12.2023

Tender is due to open after 13-00 hours On 07.11.2023

PRICE BID

ई-निविदा " कंटेनर टर्मिनल बिल्डिंग, सीएफएस बिल्डिंग, नया कैंटीन, लीबिया कैंटीन, एचएमपी कार्यालय, क्षेत्र की छत पर एपीपी झिल्ली द्वारा वाटर प्रूफिंग उपचार प्रदान करना। "

E-tendering for "Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D."

ANNEXURE-E (CONTD.)

E-TENDER FOR “Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

NIT NO: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

PRICE BID**TENDER PARTICULARS**

ESTIMATED COST अनुमानित लागत	Rs. 32,01,894.40/- (Thirty Two Lakhs One Thousand Eight Hundred Ninety Four Rupees and Forty Paise Only)
EMD (Earnest Money Deposit)/ Bid Security ईएमडी (बयाना राशि जमा)/बोली सुरक्षा	Rs.64,100.00/- (Rupees Fifty Four Thousands Five Hundred only) payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata
Cost of Tender document(Non-refundable) निविदा दस्तावेज की लागत (अप्रतिदेय)	Rs.1770/- (Rupees one thousand seven hundred and seventy only) including @18% GST payable through DD / RTGS / NEFT to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata
TIME OF COMPLETION पूरा होने का समय	06 (six) months
PERIOD OF DOWNLOAD OF E-TENDER (Both Days Inclusive) ई-निविदा के डाउनलोड की अवधि (दोनों दिन सम्मिलित)	13.11.2023 to 06.12.2023 (UPTO 14:00 HRS.) (Bid document will be available on website https://kopt.enivida.in). Bidders will have to participate in bidding process through website https://kopt.enivida.in /only.
DATE AND TIME FOR PRE-BID MEETING & SITEVISIT प्री-बिड मीटिंग और साइट विज़िट के लिए दिनांक और समय	No Pre-Bid Meeting
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF THE TENDER ई-निविदा प्रस्तुत करने और निविदा खोलने की अंतिम तिथि	Submission on 06.12.2023 up to 15:00 hrs. Opening on 07.12.2023 after 13:00 hrs. (Both Techno Commercial Part and Price Part will be opened on date)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Office of the Chief Engineer
Head Office Building
6, Fairlie Place (Fairlie Warehouse, 2nd floor) 700 001.

E-TENDER FOR “Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

NIT NO: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

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

The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer-in-Charge or his representative.

General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the “Bill of Quantities”.

The prices and rates entered by the Contractor in the “Bill of Quantities” shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

Where separate items such mobilisation, demobilisation, temporary works etc., have not been provided in the “Bill of Quantities” for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out of the followings: -

The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

Setting out including the location and preservation of survey markers, measurement and supervision.

The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

All First Aid, Welfare and safety requirements.

2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.

Licence, fees and other charges for compliance of Government Acts and Rules that are in-force and applicable.

The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender **on line** based on his own analysis. The Tender Price thus established would be taken for comparative evaluation of E-Tenderers

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish, other excavated/offensive matter etc. all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMPK stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Civil Engineering Department

BILL OF QUANTITIES

E-TENDER “Providing waterproofing treatment by APP membrane over roof of Container Terminal Building, CFS Building, New Canteen, H.M.P. Office, Libyan Canteen area at N.S.D.”

NIT No: SMPK/KDS/CIV /T/2795/67

DT. 13.11.2023

BILL OF QUANTITIES

Item No.	Description Of Item	Quantity	Unit	Rate Rs. P.	Amount Rs. P.
1	Dismantle all types of Masonry excepting cement concrete plain or reinforced, stacking serviceable Materials at site & removing the rubbish as directed within a lead of 75 Mtr in ground floor including roof.	3.00	Cum	447.00	1341.00
	1st floor including roof	4.00	Cum	497.00	1988.00
2	Dismantle all types of plain cement concrete works up to 150 mm thick stacking serviceable Materials at site and removing rubbish as directed within a lead of 75 Metre in ground floor including roof.	30.00	Cum	939.00	28170.00
	1st floor including roof	45.00	Cum	989.00	44505.00
3	Dismantle R.C. floor, roof beams etc. including cutting rods and removing of rubbish as directed within a lead of 75 Mtr including stacking of steel bars in ground floor including roof.	4.00	Cum	1956.00	7824.00
4	Provide and lay bricks work with 1st class bricks in cement mortar (1:6). In superstructure , gr. floor	2.00	Cum	5636.00	11272.00
a	1st floor	3.00	Cum	5747.00	17241.00
b	2nd floor	2.00	Cum	5858.00	11716.00
5	Labour for Chipping of concrete surface before taking up plastering work .	2700.00	Sqm	21.00	56700.00
6	Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed.	800.00	Sqm	19.00	15200.00
7a	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. Pakur Variety.	120.00	Cum	5533.34	664000.80
b i	1st floor	30.00	Cum	95.00	2850.00
b ii	2nd floor	40.00	Cum	190.00	7600.00

c	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. Pakur Variety	5.00	Cum	6124.34	30621.70
d	Provide Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation and upto roof of ground floor/upto 4 m. Tor steel/Mild steel. JSW/JSPL/SHYAM/ SRMB/BMASL /ELECTROSTEEL /SSL or OTHER MANUFACTURERS NOT SPECIFIED	0.50	MT	60150.00	30075.00
e	Hire and labour charges for the shuttering with centering and necessary staging up to 4Mtr using approved stout props and 25 mm to 30 mm thick hard wood planked with required bracing for concrete slabs beams, columns, lintels curved or straight including fittings, fixing and striking out after completion of the works (up to roof of ground floor) as per the direction of Engineer – In – Charge.	25.00	Sqm	309.00	7725.00
e ii	25 mm to 30 mm shuttering without staging in foundation	25.00	Sqm	209.00	5225.00
8	Provide and apply two coats of bonding agent with synhetic multi functional rubber emulsion having adhesive and water proofing properties by mixing with water in proportion (1bonding agent :4 water : 6 cement) as per Manufacture's specification.	3000.00	Sqm	88.00	264000.00
9	Provide and lay plaster to wall, floor, and ceiling with sand & cement mortar including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface by chipping, etc., including throating, nosing and drip course where necessary in ground floor.				
i	20 mm. thick plaster with 1:6 cement mortar	800.00	Sqm	175.00	140000.00
ii	15 mm. thick plaster with 1:6 cement mortar	2500.00	Sqm	151.00	377500.00
10	Taking out old damaged tarfelt from the roof(All floor), parapet etc. preparing the roof surfaces by removing all spoils, blisters, moss etc. from the working site and disposal of the same beyond the compound and cleaning the site in all respect as per direction of Engineer-in-Charge.	3200.00	Sqm	12.00	38400.00

11	Supplying, fitting & fixing UPVC pipes A- Type and fittings conforming to IS:13592-1992 with all necessary clamp nails, including Making holes in walls, floor etc. cutting trenches in any soil through Masonry concrete structures etc if necessary and mending good damages including joining with jointing Materials (Spun Yarn, Valamoid/bitumen/M-Seal etc) complete.UPVC Pipes:110 mm. Dia	100.00	Mtr	251.00	25100.00
a.i	160 mm Dia.	60.00	Mtr	485.00	29100.00
(b)	Bend 87.5 degree. 110 mm. Dia.	20.00	Nos	140.00	2800.00
b.i	160 mm. Dia	7.00	Nos	346.00	2422.00
12	Removing chokage of rain water pipes with split bamboo.	40.00	Mtr	7.51	300.40
13	Taking out rain water down pipe	50.00	Mtr	8.95	447.50
14	Repair to roof cracks with cement and sand mortar (1:4) including cutting grooves and cleaning cracks and grouting the cracks with neae cement before repairs. Cement 0.63 kg/mtr.	100.00	Mtr	14.00	1400.00
15	Water proofing and plasticising admixture @ 0.2% by weight of cement (or at manufacturer"s specified rate for concrete at various grades .	100.00	Kg	119.00	11900.00
16	Supplying & laying 3 mm. Th. Pre-fabricated plastomeric water proofing membrane conforming to EN 12311-1&ASTMD 5147 manufactured with atactic poly propylene (APP) modified premium grade asphalt, specially reinforced with non-woven polyester core with polyester reinforcement @ 160 gms per sqm & both faces covered with thermo-fusible polyethylene film /Mineral on top face over a coat of primer @ 40 ilt/sqm. of manufacturer's specification on smooth , clean dry surface prepared wherever reqd. Lap joint shall be provided of 75 mm. in longitudinal & 100 mm. in transverse direction and fused using LPG /Propane torch employing extra care ensuring full bondage , complete removal of entrapped air and sealing edges into grooves in appropriate manner as per direction of Engineer -in-charge all complete including materials labour and applicable taxes . (Payment shall be made on the basis of finished surface area). Membrane Property : Softening point > 150 degree C.Cold Flexibility < -6 degree C . Tensile Strength N/cm. :600 (longitudinal) 450(transverse) . Tearing Strength ,N:300(longitudinal) , 200(transvere)	3300.00	Sqm	407.00	1343100.00
17. i	Supplying fitting fixing C.I grating (Heavy type) . Upto 100 mm. Square or 100 mm, Dia.	10.00	No.	69.00	690.00
ii	Above 100 mm. And upto 150 mm. Square or round .	10.00	No.	108	1080.00

18	Uprooting and removing plants from the surface of walls parapet etc. And making good damages (repairing of damages to be paid seperately) .				
	Medium size plant of girth of exposed stem above 75 mm. but not exceeding 150 mm. lift upto 6 mtr.	50.00	No.	60	3000.00
19	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	100.00	Cum	166	16600.00
	Total = Rs.				32,01,894.40

Rs. 32,01,894.40/- (Thirty Two Lakhs One Thousand Eight Hundred Ninety Four Rupees and Forty Paise Only)

Tenderer to fill up the following [score out which is not applicable]

price not to be quoted here

(a).....%

(in figures)

Below par (-) Rs.

.....Percent

(in words)

(b).....

At par

NIL

(c)%

(in figures)

Above par (+) Rs.

.....

.....
Percent(in
words)

Total Tendered Amount: Rs. _____

Total tendered amount (in words).....

.....

[The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra]

Maximum number of workmen likely to be engaged in days work numbersPermanent

Income Tax A/C. No... ..

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted /stated above are to be carried over to Form of Tender attached]

Witness: -

(Name in block letters)Address:

Occupation:

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

To
The Chief Engineer,
Syama Prasad Mookerjee Port, Kolkata.

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 **6(Six) Months** 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 mention here**

(Repeat in words) **Not to mention here**

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), SMPK, 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)

Name of the Bidder: -

Address: -



KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
CIVIL ENGINEERING DEPARTMENT
15, STRAND ROAD, KOLKATA -700001

GENERAL CONDITIONS OF CONTRACT

FORMS AND AGREEMENTS

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

(Copy of Booklet Published on May, 1993)

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GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

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

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

"Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.

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

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

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

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

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

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

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

"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

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

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

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

"Month" means English Calendar Month.

"Excepted risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

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

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

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

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

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

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

The Engineer shall have full power and authority

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

The Engineer's representative shall:

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

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

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

Provided also as follows:

60.

- (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-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

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

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

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

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

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

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

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Ts. 10,000/- and minimum of Rs. 1,000/-

- (b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- (d) The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the followingscale:

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

- (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 tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½ % on the balance	1% on first Rs.10,00,000/- +1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7½ % on next Rs.10,00,000/- + 5% on the balance	1% on first Rs.10,00,000/- +1/2% on next Rs.10,00,000/-+ 1/4% on the balance

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.
- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub- Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the

maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

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

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

Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, 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 G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
 1. The Indian Contract Act, 1872.
 2. The Major Port Trust, 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 Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter

into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in- before shall collectively be the Contract.

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

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

The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.

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

Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b)

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

Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and 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 his at site.

The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

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

The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees

against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

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

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

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

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

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

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site the entire 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 labourers 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 Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen,
- (iv) deployment of workmen of age less than 16 years.

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

The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

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

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

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

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the

Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

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

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

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.

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

Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.

Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.

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

- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor

shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.

- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to

affect timely supply thereof.

- (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19.25% extra over the higher one of the following:
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.

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

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

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

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor, or
2. Necessary by reason of climatic conditions on the site, or
3. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

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

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

6. TERMS OF PAYMENT:

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

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

For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

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

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

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

i.

The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.

ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretion.

iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

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

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

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

7. VARIATION AND ITS VALUATION:

The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

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

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

No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

- a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall 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 Damages" Clause (No. 8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

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

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

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

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

- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

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

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

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

9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

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

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), whereupon 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.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

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

If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

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

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

The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

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

The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.

The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

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

The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable

to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

Provided always as follows:

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.....

To,

.....

I/We

.....

..... of

.....

.....

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

THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)

(Repeat in words) **(Not to be filled up)**

✻

.....

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

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

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

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

Witness:

Signature

.....

Name

(In Block Letters)

Signature of the Tenderer

(Seal of the Tenderer)

Name of the Tenderer

(In Block Letters)

Address

Dated

.....

.....

Address

.....

Occupation

.....

THE BOARD OF TRUSTEES FOR THE PORT OF

KOLKATA FORM OF AGREEMENT

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

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.

.....and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

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

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

The _____ Seal
of.....
...
.....
.....

Was hereunto affixed in the presence of:

Name.....
Address.....
.....
.....
.....

Or

SIGNED, SEALED AND DELIVERED

by _____ the _____ said
.....
.

In the presence of:

Name.....
Address:.....
.....
....

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

Name.....
Address:

Contractor

Address

.....

Date of Completion

.....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work

.....

Estimate Number E.E.Odt

C.E.O.....dt -----.

Work Order Number

Allocation.....

Contract Number

Which was carried out by you is in the opinion of the undersigned completing in every respect on the ----- Day of-----20... .. in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of-----, Days /weeks / months / years.

From the.....day of 20

To theday of 20

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

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

KOLKATA PORT TRUST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work

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

C.E.O. Nodt

Work Order No.....dt

Contract No.

Resoln. No & Meeting No.....

Allocation

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

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST**FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn:.....)

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

Dear Sir,

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

Name of Work

Work Order No dt

Contract No dt.....

Agreement Nodt.....

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

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address

.....

(Official Seal of the Contractor)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, 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

..... ated (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 "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

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

2. We,.....Br
 anch,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 forbearance, 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)

Integrity Pact

Between

Syama Prasad Mookerjee Port, Kolkata (SMPK) 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:

1. 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.
2. 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.

3. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the 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 Port 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.

8.a) The Name and Correspondence Particulars of Independent External Monitors:

a) Shri Subhashish Sarkar,
Flat No. 406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110 091,
Mob No. 98117 07230,
E-mail : subhashishsarkar53@yahoo(dot)com

b) Ms. Bulbul Sen, IRS (Retd.),
B-104 Nayantara Apts.
Block 8B, Sec - 7
Dwarka
New Delhi-110075
E-mail ID – bsensarkar@gmail(dot)com

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, SMPK.[]

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)

.....

.....

ANNEXURE-A
GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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 SMPK.

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.

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

Tenderers of Foreign nationality shall furnish the following details in their offer:

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 confirmed whether it is real substantial Company and details of the same shall be furnished.

The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by SMPK in Indian Rupees only.

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

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.

The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

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 SMPK in India in equivalent Indian Rupees.

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.

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 SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.