

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Erstwhile KOLKATA PORT TRUST) (AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS, GOVERNMENT OF INDIA) KOLKATA DOCK SYSTEM

विषय: पोर्टलैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर की चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ ढांचा बनाना तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान करना शामिल है।

Sub: Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

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Civil Engineering Department SYAMA PRASAD MOOKERJEE PORT, KOLKATA

TENDER NO.: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

No. SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

SHORT TENDER NOTICE

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

A	Name of work	Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.
>	E-Tender No	: SMPK/KDS/CIV/T/2852/34
>	Estimated Cost	: `1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One Thousand Three Hundred Twenty Four And Paisa Sixteen only)
> e-tender	Last date of submission of	: 01.07.2024 Submission Up to 15:00 hrs.

Details of the Tender & Tender Documents are available in website (www.kolkataporttrust.gov.in) and have to participate in bidding process through their website https://kopt.enivida.in only. Interested bidders may contact at saurav.shil@kolkataporttrust.gov.in and a.bagchi@kolkataporttrust.gov.in

NOTICE INVITING TENDER

WORK TITLE: Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Prequalification Criteria;

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

The intending bidder must have successfully completed Construction/ Repair /renovation/ maintenance of different buildings/ decorative structures/ sheds/ boundary wall with masonry and or concrete" 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:

The Tenderer shall have to furnish documents (certified copy), viz. order letter and proof of execution (Completion) to establish his credentials.

- (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.
- (iii) 01 (One) completed work costing not less than 80 % of the estimated amount put to tender

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. The same should be audited as per relevant norms wherever required along with UDIN of the Auditor

iii) Work experience as a sub contractor shall not be considered as the requisite qualification.

SMPK Contact Persons:-

- 1. A Bagchi, Superintending Engineer(Contract) 9674720079
- 2. Saurav Shil, Executive Engineer (C) M No. 700529265

Phone no. 03371012400, 03371012398

e-mail :- a.bagchi@kolkataporttrust.gov.in & saurav.shil@kolkataporttrust.gov.in

Due Date	01.07.2024	Time	UPTO	Date	of	02.07.2024	Time	13:00 hrs. onwards.
			15:00 hrs.	Opening	of			
				Tender				
Bid document	will be available o	ո website (<u>v</u>	www.kolkatapo	orttrust.gov	.in) l	Bidders will have t	to participa	te in bidding process
through webs	ite <u>https://kopt.eı</u>	<u>nivida.in</u> on	ıly.					
	Cost of Tender document ` 1,770.00 (Rupees One Thousand Seven Hundred Seventy only). (Non-Refundable).					(Non-Refundable).		
(Non-refundabl	Non-refundable)							
Time Of Comp	f Completion 08 (Eight) months 15 (Fifteen) days							
Estimated	Cost Of Work	` 1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One Thousand Three Hundred Twenty						
		Four And Paisa Sixteen only)						
Earnest Money Deposit		The intending bidders should submit Earnest Money of INR						
		` 2,21,000.00 (Rupees Two Lakh Twenty One Thousand only)						
Transaction Fee for bidding in		TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST Registration						
RailTel		Charges Rs2000/- +Applicable GST Per Year						

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Syama Prasad Mookerjee Port, Kolkata Civil Engineering Department NOTICE INVITING TENDER

NIT NO.: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

E-Tender is invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for "E-tendering for -- Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern." as per Bill of Quantities The Bid Document may be seen from the Enivida Portal https://kopt.enivida.in Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	SMPK/KDS/CIV/T/2852/34 Date 07.06.2024
निविदा संख्या	
b. MODE OF TENDER निविदा का तरीका	e-Procurement System (Online Single Cover Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in/ and SMPK website. The intending bidders are required to submit their offers electronically through etendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c) i) Estimated Cost of the Work अनुमानित लागत of कार्य	` 1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One Thousand Three Hundred Twenty Four And Paisa Sixteen only)
ii) Earnest Money Deposit बयाना राशि	The intending firms would require to submit an EMD of Rs. 2,21,000.00 (Rupees Two Lakh Twenty One Thousand only) through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected. Copy of the
iii) Tender Document fee (Nonrefundable) निविदा दस्तावेज शुल्क (अप्रतिदेय)	DD/Banker's Cheque should be uploaded. As per cl. 2, page no.12 The intending bidders should submit the tender cost of `1770/-(Rupees one thousand seven hundred seventy only) including @18% GST) to KoPT through DD/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any scheduled/NationalisedBank payable
	at Kolkata otherwise their offer will be summarily rejected. Asper cl. 2, page no.12 payable through DD / RTGS / NEFT / BankTransfer etc.,) to be 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	TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST
(Non-refundable) Mode of	Registration Charges Rs2000/- +Applicable GST Per Year

Payment: - E-payment Only	
through Debit/Credit Card or Net	
Banking.	
रेलटेल टेंडर प्रोसेसिंग शुल्क(नॉन रि्फंडेबल)	
भुगतान का प्रकार:- ई-पेमेंट केवल के	
माध्यम से डेबिट/क्रेडिट कार्ड या नेट बैंकिंग।	
d. Date of NIT available to parties to	08.06.2024 to 01.07.2024 (up to 14:00 hrs.)
download पार्टियों को डाउनलोड करने के	
लिए उपलब्ध एनआईटी की तिथि	
f. Pre – Bid Meeting Date & Time	No Pre-bid meeting
प्री-बिड मीटिंग की तारीख और समय	
g. Last date of submission of	05.07.2024 (up to 15:00 hrs.)
EMD & TenderDocument fee at	
Syama Prasad Mookerjee Port,	
Kolkata श्यामा प्रसाद मुखर्जी पोर्ट,	
कोलकाता में ईएमडी और निविदा	
दस्तावेज शुल्क जमा करने की	
अंतिम तिथि	00.00.0004/5
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid	08.06.2024 (From 14:00 hours onwards)
and Price Bid at Enivida Portal	
के लिए ई-निविदा शुरू होने की तिथि	
Enivida पोर्टल पर ऑनलाइन टेक्नो-कमर्शियल बिड	
और प्राइस बिड जमा करना	
https://www.mstcecommerce.com/eprochom	
<u>e/kopt</u>	
i. Date of closing of online e-tender for	01.07.2024 (Up to 15:00 hrs)
submissionof Techno-Commercial Bid	
& PriceBid.	
तकनीकी-वाणिज्यिक बोली और मूल्य बोली	
जमा करने के लिए ऑनलाइन ई-निविदा बंद	
करने की तिथि	
j. Date & time of opening of Techno-	02.07.2024 after 13.00 hrs.
Commercial Bid and Price Bid.	(Both the Techno Commercial Part & Financial Part will be opened on
तकनीकी-वाणिज्यिक बोली और मूल्य बोली	the same date)
खोलने की तिथि और समय।	
5	

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 KoPT website & Enivida Portal) **General Conditions of Contract** Annexure F

Chief Engineer
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Tender Inviting Authority.



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 and SMPK website before responding to this e-tender:

- Bidders Manual Kit
- ➤ Help for Contractors
- > FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata):

1. A Bagchi, Superintending Engineer(Contract) 9674720079

2. Saurav Shil, Executive Engineer (C) M No. 700529265

Phone no. 03371012400, 03371012398

e-mail:- a.bagchi@kolkataporttrust.gov.in & saurav.shil@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

Phone No.7278929467/8448288981

Mail id: - 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. KoPT 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 with the said document, GCC, Corrigendum and Addenda. 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. Bidder's can witness electronic opening of Bid.
 - (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal.

9 ANNEXURE-B

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Office of the Chief Engineer,
6, Fairlie Place, Fairlie Warehouse,
Kolkata 700 001.

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

Fax - (033) 2230-0413

E-mail id: a.bagchi@kolkataporttrust.gov.in & saurav.shil@kolkataporttrust.gov.in

COMMERCIAL TERMS & CONDITIONS

- 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 technocommercial evaluation of bids also.
- 2. Copy of valid NSIC Certificate or Mse Certificate under MSME has to be submitted along with 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. SCOPE OF WORK: As per E-Tender Document
- 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 Ko.P.T. 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 Chief Engineer/Superintending Engineer (ENV)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 is 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 failing 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. Price adjustment clause: As per Tender document.
- 29. Technical capacity: As stipulated in Tender document.
- 30. Financial capacity: As stipulated in Tender document.
- 31. <u>DOCK PERMITS</u>: As per tender document.
- 32. The bidder may offer a Bank Guarantee in the Trustees' specified pro-forma 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.



Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT

6, फेयरली प्लेस, फेयरली वेयरहाउस **कोलकाता** -700001 6, Fairlie Place, Fairlie Warehouse, Kolkata — 700001

NIT No.: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

NOTE: Last Date of Download of tender documents: 01.07.2024 (up to 14.00 hours)

Tender is due for submission by 15.00 hours On 01.07.2024

TECHNO COMMERCIAL BID

कार्य का नाम – पोर्ट लैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ फ्रेम कार्य तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान शामिल के लिए ई- निविदा। ************************************
Name of Work – Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

SHORT TENDER NOTICE

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

	r the	e following work at Syama Prasad Mookerjee Port, Kolkata.
Name of work कार्य का नाम	:	E-Tendering for Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.
NIT No निविदा संख्या	:	SMPK/KDS/CIV/T/2852/34 Date 07.06.2024
Estimated Cost अनुमानित लागतo f कार्य	:	`1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One Thousand Three Hundred Twenty Four And Paisa Sixteen only)
Period Of Execution निष्पादन की अवधि	:	08 (Eight) months 15 (Fifteen) days
EMD (Earnest Money Deposit) बयाना राशि	:	The intending firms would require to submit an EMD of `2,21,000.00 (Rupees Two Lakh Twenty One Thousand only)
Period of Download of E-Tender (Both Days Inclusive) पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	:	08.06.2024 to 01.07.2024 (Upto 14:00 HRS.) (Bid document will be available on website https://kopt.enivida.in and SMPK website). 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 की तारीख 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 01.07.2024 Up to 15:00 hrs. Opening on 02.07.2024 after 13-00 hrs. (Both the Techno Commercial Part & Financial Part will be opened on the same date)
Cost of Tender Document (Non-refundable) निविदा दस्तावेज शुल्क) अप्रतिदेय(:	`1770/-(Rupees one thousand seven hundred seventy only)
Contact Person.	:	A Bagchi, Superintending Engineer(Contract) 9674720079 Saurav Shil, Executive Engineer (C) M No. 700529265 03371012400, 03371012398

INSTRUCTIONS TO BIDDER

कार्य का नाम – पोर्टलैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर की चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ ढांचा बनाना तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान करना शामिल है।

Name of Work—Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

NIT NO: SMPK/KDS/CIV/T/2852/34 DT. 07.06.2024

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 (ENV) on any working day before quoting for the tender.

- 2.0 Earnest money and cost of tender paper are to be physically deposited at the office of Chief Engineer at 15, Strand Road, Kolkata-700 001 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 Earnest Money and 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 Annexure D)
 - i) GST registration certificate.
 - ii) Valid Trade Licence (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 and 2022-2023) The same should be audited as per relevant norms wherever required.
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents/valid NSIC 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 'Annexure-C' (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 aforesaid.

4.0 **SECURITY DEPOSIT:-**

- 4.1 For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-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 e-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 /NSIC /MSME Registration certificate.
 - (ii) is not accompanied by requisite Tender paper cost /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 –

- 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 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 and Earnest Money.
 - 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, then they will have to deposit cost of Tender Document, full amount of Earnest Money 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 e-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 fulfill 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.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are in Metric System and rates and sums in the 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 KoPT 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 KoPT during registration to KoPT 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 Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

SPECIAL CONDITIONS OF CONTRACT

कार्य का नाम – पोर्ट लैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ फ्रेम कार्य तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान शामिल के लिए ई-निविदा।

Name of Work— Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

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 over ride 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: -

The intending bidder must have successfully completed Construction/ Repair /renovation/ maintenance of different buildings/ decorative structures/ sheds/ boundary wall with masonry and or concrete"

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:

The Tenderer shall have to furnish documents (certified copy), viz. order letter and proof of execution (Completion) to establish his credentials.

- (iv) 03 (Three) completed works each costing not less than 40 % of the estimated amount put to tender. Or
- (v) 02 (Two) completed works each costing not less than 50 % of the estimated amount put to tender. Or
- (vi) 01 (One) completed work costing not less than 80 % of the estimated amount put to tender

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. The same should be audited as per relevant norms wherever required along with UDIN of the Auditor

iii) Work experience as a sub-contractor shall not be considered as the requisite qualification.

4. SCOPE OF WORK:

The work comprises of: -

- Earth work in excavation of the foundation in all sorts of soil including removing the same within a lead of 75mtr as directed.
- Earth work in filling in foundation with good earth obtained from excavation of foundation in layers as mentioned in the BOQ item.
- Filling in foundation or plinth by fine sand in layers and as denoted in the BOQ item.
- Dismantling all types of masonry, plain cement concrete up to 150mm thick, RC floor, roof, beams, etc, and stacking of serviceable materials at site and removing rubbish as mentioned in the BOQ item.
- Dismantling steel work in all type of sections up to a height of 5Mtr above plinth level as denoted in the BOQ item.
- Taking out CGI / CI / asbestos sheet from the wall / roof and stacking the same at site as denoted in the BOQ item.
- Stripping off worn out plaster and raking out joints of wall, ceilings etc up to any height as directed and denoted in the BOQ item.
- Providing and laying single brick flat soling of picked jhama bricks as directed and denoted in the BOQ item.
- Ordinary cement concrete of mix 1:2:4 and 1:1.5:3 as per relevant IS code.
- Hire and labour charges for shuttering with centering and staging up to 4 Mtr. using approved props by 25mm. to 30mm. thick hard wood with require bracing and also without staging in foundation as directed and as denoted in the BOQ.
- Providing re-inforcement for RCC work as per BOQ item.
- MS structural work in columns, beams with simple rolled structural members as per relevant IS Code as mentioned and as directed in the BOQ item.
- Providing and applying bonding agent, epoxy based reactive joining agent as mentioned in the BOQ item.
- Cutting to requisite length or shape departmental steel as per BOQ item.
- Providing and laying brick work with 1st class bricks in cement mortar (1:6) in foundation and plinth, superstructure as per IS 2212 with materials conforming to IS 1077.
- Provide and laying plaster to wall, floor and ceiling with sand and cement mortar including rounding off or chamfering corners as directed and as mentioned in the BOQ.
- Rendering the surface of wall and ceiling with white cement based wall putty as per BOQ item.
- Painting on steel, timber, plastered surface with necessary paints as mentioned in the BOQ item with approved quality and as per direction of EIC.
- Surface dressing, removing plants, cutting branches of trees, cutting of trees, removing jungle, etc, as directed and as per BOQ items.
- Hire charges of earth mover, crane etc as per BOQ item.
- Supply of daily labour for various non-measurable works as per BOQ item.
- Supply, fitting and fixing granite slab as directed in the BOQ item.
- Providing and repairing the damaged surface with single component ready to use corrosion inhibiting fiber reinforced repair mortar (PMM) with material and specification as per BOQ item.

- Bamboo walling made spit bamboo as directed and tied with necessary stiffeners of split bamboo fitted and fixed complete as per BOQ item. The bamboo walling must be completed with true line and level and as directed by the EIC.
- Providing and fixing GFRC mural of approved pattern, design and colour to be fixed on vertical wall
 with dry fixing method with appropriate frame work, using fasteners and necessary hard ware etc. The
 element shall be made from 53grade Portland cement, quartz, fine silica sand, alkali resistant glass
 fiber make 'Owens corning' or equivalent, super plasticizers / additives, polymers and UV resistant
 synthetic inorganic treatment shall be used for pigmentation. The material casting shall take place in
 synthetic rubber / FRP mould manufactured by mould / tool / mould grade resin of revex / reckli or
 equivalent etc as per direction of the Engineer-in-charge. Necessary design to be provided prior to
 construction of mural.
- Removal of rubbish from the working site as mentioned in the BOQ.

Any other appurtenant works to be done as per direction of the Engineer-in-Charge.

Special Conditions:-

- The work is extremely urgent in nature and is to be commenced immediately after placement of the work order. The work must be commenced at least on 03 (three) fronts and continuity of the work is to be maintained in all respects as per direction of the Engineer-in-charge or his representative.
- The work is to be carried out maintaining all safety precautions and in no case; any portion of the boundary wall dismantled is to be kept open. Temporary walling with CGI sheet or any other equivalent materials is to be done at the dismantled locations during execution of the work.
- The working site is to be kept cleared off debris at all times and in no case the debris should be stacked at site.

etc. including all appurtenant works as described and set forth in the Bill of Quantities, Special Conditions of Contract, Technical Specifications of Works, Specification for Materials and Workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract and as per the direction and up to the satisfaction of the Engineer.

4.A LOCATION:

The work shall have to be executed at of Port Land Park near D H Road & Burdwan Road crossing.

5.0 ACCESS TO THE SITE:

(a) By Road: D H Road from Kidderpore or Behala side towards Majerhat Bridge.

(b) By Rail: Majerhat station and then through D H road

6.0 Work Site:

The work site is located at Port Land Park near D H Road & Burdwan Road crossing, under SE (ENV). 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 (ENV), to make the site inspection along with his representative.

7. INSPECTION OF SITE:

The Bidder shall contact the Superintending Engineer (ENV) at his office in 51 C.G.R Road, Kolkata Kolkata 700043.

8. SITE CONDITIONS & METHOD OF WORK:

The work is under the jurisdiction (ENV) division as per requirement.

If required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some 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.

9 .TIME OF COMPLETION

The work to be commenced as per the instructions from the SE (ENV) on receipt of the work order and to be continued for **08** (**Eight**) months **15** (**Fifteen**) days, including preliminary time from the date of placement of work order.

10. 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 KoPT 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.

11. Accessibility for Checking and Supervision.

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

12. 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.

13. 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 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.

14. 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.

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.

15. 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 to the following items.

16. 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.

17. 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.

18. 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.

19. Plant & Constructional Equipment:

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.

20. 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.

21. 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.

22. 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.

23. 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.

24. SAFETY MEASURES:

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

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer. All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

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

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

The successful bidder shall also ensure that -

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

25. 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.

26. 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 KoPT 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.

27. 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.

28. 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.

29. 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.

30. 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 KoPT 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's representative.

31. 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.

32. 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 (ENV)** with necessary documents in original. Subject to the availability and feasibility of system, KoPT 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 KoPT.

33. LABOUR, TOOLS & PLANTS:

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

34. ESCALATION / VARIATION ON PRICES:

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

35. 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 statuary 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 KoPT 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.

36. 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 (kol).

37. 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.
- I) 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.

38. 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 KoPT'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 be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

39. 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.

40. 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 from 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 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-ordination 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 should be informed promptly.

41. 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, and unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

42. Calcutta Port Trust:

The expression "CALCUTTA PORT TRUST' appearing anywhere in the tender documents, shall be construed to read as "SYAMA PRASAD MOOKERJEE PORT, KOLKATA".

43. 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.

44. 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

45. 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 Rates, payment will be made on the basis of those rates including surcharge in force at the time of acceptance of the tender, as the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the KoPT Schedule of Rates, then 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.
 - (iv) 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.

46. 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 with/from the Estimated Value put to tender.

Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

47. 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 KoPT. 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.

48. 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.

49. 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.

50. 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 KoPT.

51. 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 contractors 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 KoPT.

52. Errors in the B.O.Q:

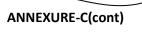
In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted.

53. Defect Liability Period:

The defect liability period for the work is 1(one) year from the date of hand over after successful completion & installation. 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 redoing 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 19.25 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor.

SCHEDULE - T





CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of <u>Tender Offer</u>)

(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	Sanctioned Tender	Completion time as	Name and address to
	concurrently by the bidder.	Value.	stated in tender.	whom reference can be
	(i) Name of work.	(in `)		made.
	(ii) Client.			
	(iii) W.O. No. & Date.			
1	(i)			
	(ii)			
	(II)			
	(iii)			
	(III)			
2	(i)			
	/::\			
	(ii)			
	(iii)			
	,			
3	(i)			
3	(1)			
	(ii)			
	(iii)			
4	(i)			
7	(7)			

(To be submitted with Part-I of Offer)

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ANNEXURE	E-C(cont)

SCHEDULE 'O' SHEET - 1

The	The Bidders are also requested to furnish the following particulars:-				
A) I	A) In case of Limited Company -				
1) [Name of Company	:			
2) A	Address of its present registered office.	:			
3) [Date of its incorporation	:			
4) I	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.	:			
•	Copies of Memorandum, Articles of Association (with the latest endments, 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.	:			
	Whether the firm pays income tax over), 000/- per year	:			

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

Dated:	(Full signature of Bidder)
5) Whether the Bidder pays Income Tax over `10, 000/- per year.	:
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.	
4) When business was started and by whom.	
3) Whether the Bidder carries on business in his own name or any other name.	:
2) Name of the father of the Bidder.	;
1) Full name and address of the Bidder any special particulars of the Bidder if desired to be stated.	:
C) In case of an Individual:	

(Proforma of Performance certificate/credential of works)

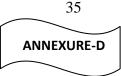
[To be issued on issuing authority's letterhead duly signed with office seal]

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):	

DOCUMENTS TO BE UPLOADED ALONG WITH PART -I

Scanned copy of the following documents to be uploaded:-

- GST registration certificate.
- ii) Valid Trade Licence (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 Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned prequalification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2020-21, 2021-22 and 2022-23). The same should be audited as per relevant norms wherever required.
- ix) Bank Draft/Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN card
- xi) 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).
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / delisted 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 'Annexure-C' (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.
- TDS certificate including 26 AS should essentially be submitted to validate the xvii) 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.



NIT NO. SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

ANNEXURE-D1

[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,	
	Name of Tenderer) have fully read and understood the entire a, if any, downloaded from under the instant e-tender and no , GCC, Corrigendum and Addenda.
We are submitting this undertaking in lieu of Corrigendum and Addenda.	of submission of signed copy of the full tender documents GCC
Signature of Tenderer	Yours faithfully,
Name:	
Designation:	
Date :	
Seal of the tenderer	

ANNEXURE-E

Syama Prasad Mookerjee Port, Kolkata CIVIL ENGINEERING DEPARTMENT

6, फेयरली प्लेस, फेयरली वेयरहाउस कोलकाता -७००००१

6, Fairlie Place, Fairlie Warehouse, Strand Road, Kolkata – 700001

NIT No.: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

NOTE: Last Date of Download of tender documents

: 01.07.2024 (up to 14-00 hours)

Tender is due for submission by 15-00 hours
On 01.07.2024

PRICE BID

कार्य का नाम — पोर्टलैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर की चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ ढांचा बनाना तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान करना शामिल है।

Name of Work – Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

E-Tendering for "Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.."

NIT NO: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

PRICE BID

TENDER PARTICULARS

ESTIMATED COST	:	Rs. 1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One
अनुमानित लागत		Thousand Three Hundred Twenty Four And Paisa Sixteen only)
EMD (Earnest Money Deposit)/Bid Security	:	The intending firms would require to submit an EMD of Rs. 2,21,000.00 (Rupees Two Lakh Twenty One Thousand
ईएमडी (बयाना राशि जमा)/बोली सुरक्षा		
Tender Document fee (Nonrefundable) निविदा दस्तावेज शुल्क (अप्रतिदेय)		Rs. 1770/-(Rupees one thousand seven hundred seventy only)
TIME OF COMPLETION	:	08 (Eight) months 15 (Fifteen) days
निष्पादन की अवधि		
Period of Download of E-Tender (Both Days Inclusive) ई-निविदा के डाउनलोड की अवधि (दोनों दिन सम्मिलित)		08.06.2024 to 01.07.2024 (Upto 14:00 HRS.) Bid document will be available on website https://kopt.enivida.in) and SMPK website. Bidders will have to participate in bidding process through website https://kopt.enivida.in/ only.
Date and Time for pre-bidmeeting & site visit प्री- बिड मीटिंग और साइट विज़िट के लिए दिनांक और	:	No pre bid meeting
LAST DATE OF SUBMISSION OF E-TENDER AND	:	Submission on 01.07.2024 Up to 15:00 hrs.
OPENING OF THE TENDER ई-निविदा जमा करने और निविदा खोलने की अंतिम तिथि		Opening on 02.07.2024 after 13-00 hrs. (Both the Techno Commercial Part & Financial Part will be opened on the same date)

Syama Prasad Mookerjee Port, Kolkata

CIVIL ENGINEERING DEPARTMENT PREAMBLE TO THE BILL OF QUANTITIES

कार्य का नाम- पोर्टलैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर की चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ ढांचा बनाना तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान करना शामिल है।

Name of Work – Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

NIT NO: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

- i. 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.
- ii. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- iii. 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.
- iv. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, interalia, 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.
- v. 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.
- vi. 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 the followings:-
- vii. 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.
- viii. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
- ix. Setting out including the location and preservation of survey markers, measurement and supervision.
- x. The provision, storage, transpsort, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
- xi. All First Aid, Welfare and safety requirements.
- xii. Damage caused to the works, plants, materials and consumables stores caused by weather.
- xiii. Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.
- xiv. 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.
- xv. 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

Syama Prasad Mookerjee Port, Kolkata CIVIL ENGINEERING DEPARTMENT

BILL OF QUANTITIES

कार्य का नाम— पोर्टलैंड पार्क आवासीय परिसर के उत्तरी और दक्षिणी द्वार को जोड़ने वाली मुख्य सड़क के दोनों ओर तथा परिधि के चारों ओर की चारदीवारी की ऊंचाई बढ़ाना, जिसमें बांस की दीवार के साथ ढांचा बनाना तथा डिजाइन और पैटर्न के अनुसार पैनलों पर भित्ति चित्र के सजावटी कार्य का प्रावधान करना शामिल है।

Name of Work – Raising the height of boundary wall all around the perimeter and along both sides of the main road connecting north and south gate of Port Land Park residential complex including bamboo walling with frame work along with provision for decorative works of mural at panels as per design and pattern.

NIT No: SMPK/KDS/CIV/T/2852/34 Date 07.06.2024

SLNo	Description	Qty	Unit	Rate	Amount
1	Earth work in excavation of the foundation tranches or drains in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing spreading or stacking the spoils within a lead of 75Mtr as directed. The Item including necessary trimming the sides of tranches, levelling, dressing and ramming the bottom, bailing out water etc. as required complete. Depth of excavation not exceeding 1500 mm.	50.00	Cum	119.27	5,963.50
2	Earth work in filling in foundation trenches or plinth with good earth obtained from excavation of foundation in layers not exceeding 150mm including watering and ramming etc. layer by layer complete. (Payment to be Made on the basis of the Measurement of finish quality of work).	25.00	Cum	77.54	1,938.50
3	Filling in foundation or plinth by fine sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	10.00	Cum	1,317.14	13,171.40
4	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.	200.00	Cum	447.00	89,400.00
5	Dismantle all types of plain cement concrete works up to 150 mm thick stacking serviceable Materials at site andremoving rubbish as directed within a lead of 75 Metre in ground floor including roof.	10.00	Cum	939.00	9,390.00
6	Dismantle R.C. floor, roof beams etc. including cutting rods andremoving of rubbish as directed within a lead of 75 Mtr including stacking of steel bars in ground floor including roof.	10.00	Cum	1,956.00	19,560.00

7	Dismantling steel work in all types of sections upto a height of 5 m. Above plinth level excluding cutting of rivet as per Technical specifications clause 202 for rural roads of MORD, including dismembering.	2.00	MT	1,241.00	2,482.00
8	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	150.00	Cum	166.00	24,900.00
9	Take out carefully G.C.I. or C.I. or asbestos sheets (including ridges etc.) from the wall / roof after unscrewing bolts, nuts, screws etc. and stacking the Materials at site as directed. (Payment to be Made on measurement of portion of roof wall removed.	20.00	Sqm	41.00	820.00
10	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.	8000.00	Sqm	19.00	1,52,000.00
11	Provide and lay Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	200.00	Sqm	361.00	72,200.00
12	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	1000.00	Sqm	8.00	8,000.00
13	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in gound floor as per relevant IS codes. Pakur Variety	10.00	Cum	6,876.00	68,760.00
14	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	50.00	Cum	7,611.00	3,80,550.00
15a	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.	400.00	Sqm	335.00	1,34,000.00
b	25 mm to 30 mm shuttering without staging in foundation	20.00	Sqm	209.00	4,180.00

16	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 /ELECROSTEEL /SSL	4.00	MT	60,150.00	2,40,600.00
17	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.	500.00	Sqm	111.00	55,500.00
18	Applying epoxy based reactive joining agent for joining the old concrete with fresh concrete to be applied within manufacturer's specified time as per manufacturers specification. (0.4 Kg / m² of concrete surface). Applicable only when the full diameter of reinforcement steel is exposed.	20.00	Sqm	309.00	6,180.00
19	Cutting to requisite length or shape departmental R.S. joists, channels, angles, tees, plates etc.(payment to be made on area of cut surface)	500.00	Sq.Cm	8.00	4,000.00
20	M.S. works in brackets made from flats, angles, tees etc. to sizes specialy bent, twisted, forged; making holes drilled and fitted to rafter of trusses with necessary bolts, nuts, washer or screws etc. (length of straight not less than 230 mm)	1.00	Qtl.	9,984.00	9,984.00

21	M.S. structural works in columns, beams etc. with simple rolled structural members (e.g. joists, angle, channel sections conforming to IS: 226, IS: 808 & SP (6)- 1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer-incharge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1956 & IS: 1995 using electrodes of approved make and brand conforming to IS:814- 1957, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental chages such as electricity charges, labour insurance charges etc. Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, rivets, bolts and nuts may be make by adding the actual weight of such items with the weight of finished structural members or 7% of weight for finished structural members or 7% of weight for finished structural members weighing not less than 22.5 Kg. / m. or 15 % of weight for finished structal members weighing less than 22.5 Kg. / m. may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no seperate payment being made for these items, as per direction of Engineer In Charge. The rates are considered for a height of erection 8m. / 2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m. beyond initiial 8m. or part thereof. For Structural Works of specified section weighing less than 22.5 kg/ m	5.00	MT	72,603.00	3,63,015.00
22	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. (This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	200.00	Sqm	29.00	5,800.00
23	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces bysand papering etc.(This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)	400.00	Sqm	38.00	15,200.00

24a.	Provide and paint with best quality synthetic enamale paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface if necessary. On timber plastered, steel or other metal surface with high gloss of approved quality. Two coats in timber or plastered (with any shade except white) With hi-gloss of approved quality	200.00	Sqm	81.00	16,200.00
(b)	Two coats (with any shade except white) on steel surface. With hi-gloss of approved quality	400.00	Sqm	79.00	31,600.00
25	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or cencrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC.In Ground Floor one coat	13000.00	Sqm	31.40	4,08,200.00
26	Protective and Decorative Acrylic exterior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer. In Ground floor (Two Coat) Premium 100% Acrylic Emulsion	13000.00	Sqm	84.00	10,92,000.00
27a.	Provide and lay bricks work with 1st class bricks in cement morter (1:6). In foundation and plinth	75.00	Cum	5,413.00	4,05,975.00
(b)	In superstructures, ground floor.	450.00	Cum	5,636.00	25,36,200.00
28a.	Provide and lay plaster to wall, floor, and ceiling with sand & cement morter 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. 20 mm. thick plaster with 1:6 cement mortar	350.00	Sqm	175.00	61,250.00
(b)	15 mm. thick plaster with 1:6 cement mortar	11000.00	Sqm	151.00	16,61,000.00
29	Rendering the surface of walls and ceiling with white cement based wall putty of approved make and brand(1.5mm thick)	5000.00	Sqm	110.00	5,50,000.00
30	Carriage of steel material over pucca road including loading into trucks at lifting point, unloading at destination, stacking properly in godown or yard as directed including carriage by head load up to a lead of 50.00 m at each of the two points. Distance upto 5.00 Km	5.00	MT	178.00	890.00

31.1	Uproot and remove plants from the surface of walls parapet etc. and making good damages. Small plant of girth of exposed stem up to 75 mm. lift up to 6 m.	50.00	Nos.	50.00	2,500.00
31.2	Medium size plant of girth of exposed stem above 75 mm. but not exceeding 150 mm. lift upto 6 mtr.	20.00	Nos.	60.00	1,200.00
31.3	Large plant of girth of exposed stem above 150 mm. but not exceeding 225 mm. lift upto 6 mtr.	10.00	Nos.	187.00	1,870.00
32	Cutting of branches of trees and shrubs from the road way or with in R.O.W including disposal of wood and leaves to suitable location as per technical specification Clause 1914 for Rural Roads of MORD.	500.00	Per tree	95.00	47,500.00
33	Cutting of trees, including cutting of trunks, branches and removal of stumps & roots, refilling, compaction of backfilling and stacking of serviceable material by manual means with all lifts as per Technical Specifications Clause 201 for Rural Roads of MORD. Lead upto 100 m ii) Girth above 600 mm to 900 mm	25.00	Nos.	366.00	9,150.00
34	Hire charges of Earth movers / Excavator -cum - loader for 8 hours. including one no operator , one no. helper ,fuel etc. The rate inclusive of all expenses etc complete.	3.00	Per day	11,057.92	33,173.76
35	Hire charges and running cost of crane (hydra) upto 14 tonne capacity including cost of services of operating staff, cost of lubricating oil, diesel / petrol on per day basis for 8(eight) working hours within kolkata city & petroleum wharves, Budge Budge area all complete (The rate is inclusive of all excluding GST)	2.00	Per day	10,000.00	20,000.00
36	Cutting / cleaning / removing jungles, including uprooting / removing of rank vegetation, cutting grass, bush wood cutting gran, bush wood cutting / removing small tree saplings or branches of trees falling under the cutting area at different area of dock and removing spoil up to a distance of 50 m outside the periphery of the area cleared as per direction including all lead, lifts cutting. Instrument, labour etc. complete in all respect.	2000.00	Sqm	4.00	8,000.00

37	Supply of daily labour for various non measurable works like segregating and stacking of serviceable materials like paver blocks , stone sets , steel materials etc. [Cost of one Unskilled labour = Rs.751.00 Rate based on Circular no- File No. 1 / 5(3)/ 2023 LS-II , Dated:26.09.2023) Add 11% contractor profit and overhead = Rs. 82.61 So rate for each Semi - skilled labour = Rs. 833.61] for 8.30 Hrs. including 30 min. recess	100.00	Nos.	833.61	83,361.00
38	Supplying, fitting & fixing granite slab 15mm to 18mm thick in floor, lobby, stair, landing and treads etc. over 20mm (avg) thick base of cement morter (1:2) laid with white cement slurry @ 4.40Kg per Square meter before placing of granite and jointed with white cement slurry @ 2.0 Kg per square meter with necessary pigments and complete as per direction of Engineer-in-charge including cost of all materials, labours, curing and roughening of concrete surface complete. In ground floor Area of each Granite slab above 1.00 Square meter.	20.00	Sqm	3,013.00	60,260.00
39	Repair with Epoxy or Polymer Modified Mortar (PMM): Providing and Repairing the damaged concrete portion / Surface preparation with single component ready to use, corrosion inhibiting fiber reinforced repair mortar MOLITH-PMMFCI capable of applying 20 mm avg. thick in single layer initially by hand and finishing with trowel, carefully compacting the same around the rebars and finishing to bring it in line with existing concrete surface. The polymer modified mortar is applied when the epoxy bonding coat is still tacky. (Material: Fosroc/Sika Or equivalent)	1000.00	Kg	56.00	56,000.00
40	Extra rate for using water proofing and plasticising admixture @ 0.2% by weight of cement (or at manufacturer's specified rate) for concrete of various grades	1500.00	Kg	119.00	1,78,500.00
41	Providing and fixing GFRC Antique mural of approved size, pattern and design and colour to be fixed on vertical wall with dry fixing method with appropriate framework as per direction of the Engineer-in-charge including all charges etc.	1.00	LS	20,00,000.00	20,00,000.00

42	Bamboo walling made of crushed bamboo or split bamboo or bamboo twigs(kanchis) as directed and tied with necessary stiffners of split bamboo (in pairs) made of 100mm dia. Bamboo fitted and fixed complete (but excluding the cost of supporting frame work)	700.00	Sqm	127.00	88,900.00
				Total (Rs.)	1,10,41,324.16

Total- Rs. 1,10,41,324.16 (Rupees One Crore Ten Lakhs Forty One Thousand Three Hundred Twenty Four And Paisa Sixteen only)

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

<u>price not</u>	to be quoted here
Below par (-	·)`,
At par	NIL
Above par (+)	``
Total Tende	ered Amount, `,
ice not to be quote	
	Below par (- At par Above par (+)

[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....., numbers

Permanent Income Tax A/C,N	0 ,,,
Date,	(Signature of Tenderer)
[Total amount of tender. cor are to be carried over to Form	mpletion time and preliminary time as quoted / stated above n of Tender attached]
Witness, -	
(Name in block letters)	
Address,	
Occupation.	

FOR SYAMA PRASAD MOOKERJEE PORT, KOLKATA

FORM OF TENDER

10	
The Chief Engin	r.
Syama Prasad N	okerjee Port. Kolkata,
of Contract and Condworks required to be Conditions of Contract in the annexed Bill of commence the work and enter into a Contract may be necessary to Quantities. Drawing a Contract Agreement	having ork. inspected the Drawings and read the specifications. General & Special Conditions ons of the Tender. hereby tender and undertake to execute and complete all the erformed in accordance with the Specification. Bill of Quantities. General & Special and Drawings prepared by or on behalf of SMPK, Kol and at the rates & prices set out Quantities within 08 (Eight) months 15 (Fifteen) days from the date of order to d in the event of our tender being accepted in full or in part, I / We also undertake to reement in the form hereto annexed with such alterations or additions thereto which e effect to the acceptance of the Tender and incorporating such Specification. Bill of d Special & General Conditions of Contract and I / We hereby agree that until such executed the said Specification. Bill of Quantities. Conditions of Contract and the ne acceptance thereof in writing by or on behalf of SMPK shall be the Contract,
THE TOTAL AMOUNT	TENDER', Not to mention here
(Repeat in words)	Not to mention here
	days / months preliminary time to arrange and procure the materials required by of acceptance of tender before I We could commence the work,
I / We have deposite	with the SMPK Manager (Finance). SMP. Kolkata. vide Receipt No, of as Earnest Money,
I / We agree that the months,	eriod for which the tender shall remain open for acceptance shall not be less than four
Dated,	(Signature of Bidder with Seal)

Name of the Bidder , $% \left(\frac{1}{2}\right) =\frac{1}{2}\left(\frac{$

Address

संविदा की सामान्य शर्ते

General Conditions of Contract प्ररूप और करार Forms and Agreements

न्यासी मंडल द्वारा दिनांक 27 मई, 1993 को संपन्न 6वीं बैठक में संकल्प सं. 92 के अधीन अनुमोदित

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

जुलाई, 2014 को संपन्न न्यासी मंडल की बैठक में अनुमोदित परिशिष्ट सहित Including Addendum Sanctioned by the Trustees Meeting held on July, 2014

> कोलकाता पत्तन न्यास KOLKATA PORT TRUST

> कोलकाता गोदी प्रणाली KOLKATA DOCK SYSTEM

हल्दिया गोदी परिसर HALDIA DOCK COMPLEX

जुलाई/ JULY 2014

संविदा की सामान्य शर्तें / GENERAL CONDITIONS OF CONTRACT

<u> खंड / CLAUSE</u>		पृष्ठ/PAGES
1 संविदा की सामान्य शर्तों में संशोधन AMENDMENT TO GENERAL CONDITIONS CONTRACT		जीसी 1 GC 1
2 परिभाषा DEFINITION		जीसी 2 - जीसी 3 GC 2 - GC 3
3 इंजीनियर और इंजीनियर के प्रतिनिधि के कर्तव्य एवं शक्तिय DUTIES & POWERS OF ENGINEER & ENGINEER		जीसी 3 - जीसी 5
REPRESENTATIVE		GC 3 - GC 5
4 निविदा/प्रस्ताव और उसकी पूर्वापेक्षाएं THE TENDER/OFFER AND ITS PRE-REQUISITES		जीसी 5 - जीसी 9 GC 5 - GC 9
5 संविदा और संविदाकारों के सामान्य दायित्व THE CONTRACT & GENERAL OBLIGATIONS CONTRACTOR		जीसी 9-जीसी 14 GC 9 - GC 14
6. कार्य का प्रारंभ, निष्पादन और समापन COMMENCEMENT, EXECUTION AND COMPLETION WORK	 OF	जीसी14-जीसी 17 GC14 - GC 17
7 भुगतान की शर्तें TERMS OF PAYMENT		जीसी18-जीसी 20 GC18 - GC 20
8 फेरफार और उसका मूल्यांकन VARIATION AND ITS VALUATION	 	जीसी20-जीसी 22 GC20 - GC 22
9 विलंब/ समापन समय का विस्तार / परिनिर्धारित नुकसार्न संविदा का पर्यवसान	Ît /	जीसी22-जीसी 24
DELAY/EXTENSION OF COMPLETION TIN LIQUIDATED DAMAGE/ TERMINATION CONTRACT		GC22 - GC 24

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 प्रतिभूति जमाराशि का अनुरक्षण एवं वापसी
 जीसी24-जीसी 25

 MAINTENANCE AND REFUND OF SECURITY

 DEPOSIT
 -- GC24 GC 25
- 11 संविदा दस्तावेजों का निर्वचन, विवाद और माध्यस्थम्-- जीसी25-जीसी 27INTERPRETATON OF CONTRACT DOCUMENTS,GC25 GC 27
- 12 प्ररूप जीसी-1, जीसी-2, जीसी-3 FORMS GC-1, GC-2, GC-3
- 13 करार का प्ररूप
 FORM OF AGGREMENT
- 14 संविदा के निष्पादन के लिए बैंक गारंटी हेतु प्रोफ़ार्मा
 PROFORMA FOR B.G. FOR CONTRACT
 PERFORMANCE
- 15 सत्यनिष्ठा समझौता दस्तावेज : प्रोफ़ार्मा INTEGRITY PACT DOCUMENT: PROFORMA
- 16 प्रारूप : केओपीटी एवं ट्रांसपेरेंसी इंटरनेशनल इंडिया के बीच समझौता ज्ञापन DRAFT Memorandum of Understanding between K.o.P.T. & Transparency International India

जीसी/GC -1

संविदा की सामान्य शर्तों में संशोधन AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

□ खंड-3.4 निविदा/ प्रस्ताव और उसकी पूर्वापेक्षाएं
 □ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES
 उप-खंड (क) के अधीन सारणी
 Table under sub-clause (a)

पूर्ववर्ती /PREVIOUS		यथासंशोधित/ AS AMENDED			
कार्यका	बयाना राशि		कार्य का	बयाना राशि	
प्राक्कलित मूल्य			प्राक्कलित		
			मूल्य		
Estimated	Amount of		Estimated	Amount of	
Value	Earne	est Money	Value of	Earnest Money	
of Work			Work		
	संविदागत कार्य	केवल सामग्री या		संविदागत	केवल सामग्री या
	हेतु	उपकरण की		कार्य हेतु	उपकरण की आपूर्ति
		आपूर्ति के लिए			के लिए संविदा हेतु
		संविदा हेतु			
	For Works	For Contract of		For Works	For Contract of
	Contract	Supplying		Contract	Supplying
		Materials or			Materials or
		Equipment only			Equipment only
₹.	कार्य के	कार्य के	रु.10 करोड़	कार्य के	कार्य के
1,00,000=00	प्राक्कलित	प्राक्कलित	तक	प्राक्कलित	प्राक्कलित
तक	मूल्य का 5%	मूल्य का 1%		मूल्य का 2%	मूल्य का 1%
Lie to Do	F0/ of the				
Up to Rs.	5% of the	1% of the	Upto Rs.	2% of the	1% of the
1,00,000=00	estimated	estimated value	10 Crore	estimated	estimated
	value of	of work		value of	value of
	work			work	work
₹. 1,00,000.00	अधिकतम	अधिकतम	रु.10 करोड़	प्रथम रु.	अधिकतम
से अधिक	रु.20,000/ और	₹. 10,000/-	से अधिक	10 करोड़ पर	₹.10,000/-
	न्यूनतम	और न्यूनतम		2% + शेष	और न्यूनतम
	रु. 5,000/- के			पर 1%	₹.1,000/-
	अध्यधीन कार्य	के अध्यधीन			के अध्यधीन
	के प्राक्कलित	कार्य के			कार्य के
	मूल्य का 2%	प्राक्कलित मूल्य का ½%			प्राक्कलित मूल्य का ½%
		72 70			72 70
Over Rs.	2% of the	½% of the	Over Rs.	2% on first	½% of the
1,00,000.00	estimated	estimated value	10 Crore	Rs. 10 Crore	estimated value of
1,00,000.00	value of work	of work subject to		+ 1% on the	work subject to a
	subject to a	a maximum of		balance	maximum of Rs.
	maximum of	Rs. 10,000/- and			10,000/- and
	Rs. 20,000/-	minimum of Rs.			minimum of Rs.
	and minimum	1,000/			1,000/
	of Rs. 5,000/-				

[दिनांक 26.02.2013 को संपन्न न्यासी मंडल की बैठक के संकल्प सं. 210 के अधीन न्यासी मंडल द्वारा अनुमोदित संशोधन]

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

उप-खंड (घ) के अधीन सारणी Table under sub-clause (d)

पूर्ववर्ती/PREVIOUS		यथासंशोधित/AS AMENDED			
रजिस्ट्रीकरण	नियत	प्रत्येक निविदा	रजिस्ट्रीकरण	नियत	प्रत्येक निविदा
की श्रेणी	प्रतिभूति	की वित्तीय सीमा	की श्रेणी	प्रतिभूति की	की वित्तीय सीमा
	की राशि			राशि	
Class of	Amount	Financial Limit	Class of	Amount	Financial Limit
Registra-	Of Fixed	Of Each	Registra-	Of Fixed	Of Each
tion	Security	Tender	tion	Security	Tender
क	रु∘10,000/-	रु. 2,00,000/- तक	क	रु∘50,000/-	रु. 10,00,000/-
		के मूल्य की कोई			तक के मूल्य की
		निविदा			कोई निविदा
А	Rs	Any tender	А	Rs	Any tender
	10,000/-	priced upto Rs		50,000/-	priced up to
		2,00,000/-			Rs10,00,000/-
ख	रु∘5,000/-	रु. 1,00,000/- तक	ख	रु∘25,000/-	रु. 5,00,000/-तक
		के मूल्य की कोई			के मूल्य की कोई
		निविदा			निविदा
В	Rs 5,000/-	Any tender	В	Rs	Any tender
		priced upto Rs		25,000/-	priced upto Rs
		1,00,000/-			5,00,000/-
ग	रु∘2,500/-	रु. 50,000/- तक	ग	रु∘15,000/-	रु. 3,00,000/-तक
		के मूल्य की कोई			के मूल्य की कोई
		निविदा			निविदा
С	Rs 2,500/-	Any tender	С	Rs	Any tender
		priced upto Rs		15,000/-	priced upto Rs
		50,000/-			3,00,000/-

[दिनांक 12.10.2012 को संपन्न न्यासी मंडल की बैठक के संकल्प सं. 82 के अधीन न्यासी मंडल दवारा अनुमोदित संशोधन]

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

जीसी /GC - 2

1. परिभाषाएं /DEFINITIONS

- 1.0 इसमें इसके पश्चात् यथापिरभाषित संविदा में प्रसंग द्वारा अन्यथा अपेक्षित के सिवाय, निम्नलिखित शब्द और अभिव्यक्ति से इसमें उन्हें समनुदेशित अर्थ अभिप्रेत होंगे।
 - In the contract, as hereinafter defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 "नियोक्ता" या "बोर्ड" या "न्यासी मंडल " से कोलकाता पत्तन का नियोक्ता न्यासी मंडल अभिप्रेत है जो महापत्तन न्यास अधिनियम 1963 की धारा 3 के अधीन गठित एक निगमित निकाय है और जिसमें उनके उत्तराधिकारी, प्रतिनिधि एवं समनुदेशिती शामिल हैं। "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.
- 1.2 "अध्यक्ष" से बोर्ड का अध्यक्ष अभिप्रेत है और इसमें महापत्तन न्यास अध्यक्ष अधिनियम, 1963 की धारा 14 और 14क के अधीन उसके स्थान पर कार्य करने हेतु नियुक्त व्यक्ति शामिल है।

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

1.3 "संविदाकार" से ऐसा/ऐसे व्यक्ति, फर्म या कंपनी अभिप्रेत है जिसकी/ जिनकी संविदाकार निविदा / प्रस्ताव न्यासी मंडल द्वारा स्वीकार किया गया हो और इसमें बोर्ड / अध्यक्ष द्वारा अनुमत संविदाकार के प्रतिनिधि, वारिस, उत्तराधिकारी और समन्देशिती, यदि कोई हों, शामिल हैं।

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

1.4 "इंजीनियर" से बोर्ड का ऐसा पदाधिकारी अभिप्रेत है जिसने उसकी ओर से इंजीनियर निविदा आमंत्रित की है और इसमें प्रबंधक (अवसंरचना व नागरिक सुविधाएँ) या ऐसा अन्य पदाधिकारी शामिल है जिसे ऐसे नाम निर्दिष्ट "इंजीनियर" के स्थान पर संविदा के प्रयोजनार्थ इंजीनियर के रूप में कार्य करने के लिए संविदाकार को लिखित सूचना देकर नियोक्ता द्वारा समय-समय पर नियुक्त किया गया हो।

"Engineer" means the Board's official who has invited the Engineer tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.

1.5 "इंजीनियर के प्रतिनिधि" से इंजीनियर का कोई अधीनस्थ या सहायक या इंजीनियर के कोई ऐसा अन्य पदाधिकारी अभिप्रेत है जिसे इसके खंड 2.4 से 2.6 तक में प्रतिनिधि वर्णित कर्तव्यों के निर्वहन हेतु इंजीनियर द्वारा समयसमय पर नियुक्त किया गया हो ।

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

Engineer's Representative

1.6 "कार्य" से संविदा के अनुसार निष्पादित किया जानेवाला कार्य अभिप्रेत है कार्य और इसमें प्राधिकृत "अतिरिक्त कार्य" तथा "अधिक कार्य" एवं "अस्थायी कार्य" शामिल हैं ।

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

1.7 'अस्थायी कार्य' से कार्य के निष्पादन, समापन या अनुरक्षण में या उनके अस्थायी कार्य लिए अपेक्षित सभी प्रकार के सभी अस्थायी कार्य अभिप्रेत हैं और इसमें (तद्द्वारा पूर्व में वर्णित परिभाषाओं को सीमित किए बिना) सभी अस्थायी निर्माण, पाइ बंधाई, सीढ़ियों का निर्माण, लट्टे की जोड़ाई, टंकी की सोखाई, साइट कार्यालय, सीमेंट एवं अन्य गोदाम, भवन सामग्री को इकट्ठा करने के लिए प्लेटफार्म और बिन्स, जैंट्री, अस्थायी मार्ग और सड़कें, अस्थायी पुलिया और मिश्रण प्लेटफार्म शामिल हैं।

"Temporary Works" means all temporary works of every kind Tempora required in or about the execution, completion or maintenance works 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.

- "अतिरिक्त कार्य" से ऐसे कार्य अभिप्रेत हैं जो संविदा को पूरा करने के अतिरिक्त 1.8 लिए इंजीनियर द्वारा अपेक्षित हैं परंतु जिन्हें विशेष और पृथक् रूप और अधिक कार्य से निविदा के कार्य यानी 'परिमाण बिल' की मदों की अनुसूची में शामिल नहीं किया गया है। "अधिक कार्य" से परिमाण बिल की किसी मद के प्रति किए गए प्रावधान से अधिक कार्य की अपेक्षित मात्रा अभिप्रेत है । Extra works "Extra Works" means those works required by the Engineer and **Excess** for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the
- 1.9 'विनिर्देश' से, जबतक निविदा में अन्यथा कथित न हो, सामग्री और विनिर्देश कारीगरी के लिए ब्यूरो ऑफ इंडियन स्टैण्डर्ड का सुसंगत और समुचित विनिर्देश/इंटरनेशनल स्टैण्डर्ड का विनिर्देश(अद्यतित संशोधन) अभिप्रेत हैं।

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

provision made against any item of the bill of Quantities.

जीसी/GC - 3

1.10 'रेखाचित्र' से निविदा और विनिर्देश में उल्लिखित रेखाचित्र एवं इंजीनियर रेखाचित्र द्वारा लिखित रूप में अनुमोदित ऐसे रेखाचित्र के उपांतरण तथा ऐसे अन्य रेखाचित्र अभिप्रेत हैं जो इंजीनियर द्वारा समय-समय पर लिखित रूप में प्रस्तुत या अनुमोदित किए जाएं।

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

Drawings

"संविदा" से अभिप्रेत है और उसमें शामिल हैं- संविदा की सामान्य 1.11 और विशेष शर्तें, विनिर्देश, रेखाचित्र, मूल्यांकित परिमाण बिल, निविदा / प्रस्ताव, निविदा / प्रस्ताव का स्वीकृति-पत्र, पृथक् रूप से किया गया संविदागत करार तथा न्यासी मंडल दवारा उनके विवेकान् सार स्वीकृत दरों और मूल्य की अन्सूची यदि कोई हो।

संविदा

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

Contract

"संरचनात्मक संयंत्र" से कार्य या अस्थायी कार्य के निष्पादन, संरचनात्मक संयंत्र 1.12 समापन या अन्रक्षण के लिए अपेक्षित किसी भी प्रकार के उपकरण या वस्तुएं अभिप्रेत हैं तथा इसमें (तद्दवारा पूर्व में वर्णित परिभाषा को सीमित किए बिना) सभी मशीनरी व उपकरण शामिल हैं, परन्तु वे सामग्री या अन्य वस्तुएं शामिल नहीं हैं जो स्थायी कार्यों का अंग हों या होने के लिए आशयित हों।

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

Constructional **Plant**

"कार्यस्थल" से ऐसी भूमि, जलमार्ग तथा अन्य स्थान अभिप्रेत है कार्यस्थल 1.13 जिसपर, जिसके नीचे, जिसमें या जिसके जरिए संविदा के प्रयोजनार्थ न्यासी मंडल दवारा कार्य निष्पादित किया जाना हो। "Site" means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the

1.14 "संविदा मूल्य" से संविदाकार की निविदा/प्रस्ताव के स्वीकृति-पत्र में संविदा मूल्य वर्णित राशि अभिप्रेत है जो इसमें इसके पश्चात् अंतर्विष्ट प्रावधानों के अधीन इंजीनियर द्वारा की जा सकनेवाली वृद्धि एवं कटौतियों के अध्यधीन होगी।

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

1.15 "माह" से अँग्रेज़ी कैलेण्डर माह अभिप्रेत है। "Month" means English Calendar Month. माह Month

1.16 "अपवादित जोखिम" ऐसे दंगे है जो अबीमाकृत, युद्ध, आक्रमण, विदेशी-शत्रुओं के कार्यकलाप, शत्रुकार्य (युद्ध चाहे घोषित हो या नहीं), सिविल युद्ध, विद्रोह, क्रांति, विप्लव या सैन्य या अनिधकार शिक्त या न्यासी मंडल द्वारा ऐसे कार्य के किसी अंश के उपयोग या अधिभोग के रूप में हो जिसकी बाबत समापन प्रमाण-पत्र जारी किया गया हो (इसमें उन सभी को सामूहिक रूप से अपवादित जोखिम के रूप में निर्दिष्ट किया गया है)।

अपवादित जोखिम

"Excepted Risks" are riot in so far as it is uninsurable, Excepted Risks 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).

- 1.17 जो शब्द मात्र एकवचन को द्योतित करते हैं, उसमें प्रसंग द्वारा एकवचन/ बहु वचन अपेक्षित होने पर बहु वचन और विपर्ययेन भी शामिल हैं।

 Word importing the singular only, also includes the Singular/Plural plural and vice-versa where the context so requires.
- 1.18 संविदा की इन सामान्य शर्तों में शीर्ष एवं पार्श्व टिप्पण को उसका शीर्ष/पार्श्व टिप्पण अंश नहीं माना जाएगा या उसके या संविदा के निर्वचन या निर्माण

में उसपर विचार नहीं किया जाएगा।

10

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

Headings/Marginal Notes.

1.19 जब तक कि अन्यथा अनुबद्ध न हो, "लागत" शब्द में संविदाकार लागत की उपरि लागत को शामिल समझा जाएगा,चाहे वह कार्य स्थल पर या बाहर उपगत हुई हो ।

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

- 2.0 इंजीनियर एवं इंजीनियर के प्रतिनिधि के कर्तव्य एवं शक्तियां
 DUTIES & POWERS OF ENGINEER & ENGINEER'S
 REPRESENTATIVE.
- 2.1 संविदाकार, इंजीनियर की पूर्ण तुष्टि से संविदा की शर्तों के इंजीनियर अनुसार कार्य का निष्पादन, समापन एवं अनुरक्षण करेगा तथा का प्राधिकार किसी प्रकार के किसी मामले में इंजीनियर के निदेशों का पालन करेगा।

The Contractor shall execute, compete and maintain the Authority 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.

जीसी/GC - 4

- 2.2 संविदाकार, इंजीनियर से तथा इसके खंड 2.5 की सीमा के अध्यधीन इंजीनियर के इंजीनियर के प्रतिनिधि से अनुदेश प्राप्त करेगा । प्रतिनिधि का The Contractor shall take instructions from the Engineer and प्राधिकार subject to limitation of Clause 2.5 hereof, from the Authority of Engineer's Representative.

 Engineer's Representative
- 2.3 इंजीनियर को निम्नलिखित की पूरी शक्ति एवं प्राधिकार होगाः इंजीनियर की The Engineer shall have full power and authority : शक्ति Engineer's
 - (क) कार्य की प्रगति के दौरान समय-समय पर संविदाकार को ऐसे और Power रेखाचित्र आपूरित करना तथा अन्देश देना जो कार्य के उचित एवं

पर्याप्त क्रियान्वयन तथा रखरखाव के लिए जरूरी हो और संविदाकार उसका पालन करेगा एवं उससे आबद्ध होगा ।

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- (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.
- (ख) किसी भी सामग्री एवं कारीगरी के विशिष्ट विवरण में परिवर्तन या संशोधन करना तथा किसी भी समय कार्य का निरीक्षण करना।
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (ग) कार्य अथवा अतिरिक्त कार्य में किसी फेरफार, परिवर्तन एवं संशोधन करने के लिए आदेश देना ।
- (c) to order for any variation, alteration and modification of the work and for extra works.
- (घ) संविदा के अनुसार प्रमाण-पत्र जारी करना।
- (d) to issue certificates as per contract.
- (ङ) संविदाकार एवं न्यासी मंडल के दावों एवं विवादों का निपटान प्रथम रेफरी के रूप में करना।
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (च) समापन समय के विस्तार की मंजूरी देना।
- (f) To grant extension of completion time.

2.4 इंजीनियर का प्रतिनिधिः

The Engineer's Representative shall:

(i) कार्य की निगरानी एवं पर्यवेक्षण करेगा। watch and supervise the works.

इंजीनियर के

प्रतिनिधि की

शक्तियाँ

Power of

Engineer's

Representative.

(ii) कार्य के संबंध में प्रयुक्त होनेवाली किसी सामग्री और कारीगरी की जांच व परीक्षण करेगा।

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test and examine any material to be used or workmanship employed in connection with the work.

(iii) संविदा के अनुरूप न होने पर उसे किसी सामग्री तथा कारीगरी को अनुमोदित न करने की शक्ति होगी तथा संविदाकार इस संबंध में उसके निदेशों का पालन करेगा।

have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(iv) भुगतान के प्रयोजनार्थ या अन्यथा संविदाकार द्वारा किए गए कार्य की माप लेगा।

take measurements of work done by the contractor for the purpose of payment or otherwise.

- (v) किए गए सभी दोषपूर्ण कार्य को भंजित करके संविदाकार के अपने ख़र्च पर उनके पुनर्निर्माण का आदेश देगा। order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
- (vi) उसे परिवर्तन आदेश जारी करने की शक्ति होगी जिसमें डिजाइन का

संशोधन तथा कार्य के समापन समय का विस्तार अंतर्हित नहीं होगा, और

have powers to issue alteration order not implying modification of design and extension of completion time of the work and

(vii) उसे इंजीनियर में निहित ऐसी अन्य शक्तियां तथा प्राधिकार होंगे जो उसे इंजीनियर द्वारा संविदाकार को लिखित रूप में सूचित करते हुए प्रत्यायोजित की गई हों।

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.

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परंत् यह हमेशा कि इंजीनियर के प्रतिनिधि को निम्नलिखित की कोई 2.5 शक्ति नहीं होगी:

के इंजीनियर प्रतिनिधि की शक्तियों की सीमा

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Limitation of

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

Engineer's Representative's

Power

- (क) किसी ऐसे कार्य के लिए आदेश देना जिसमें विलंब हो या न्यासी मंडल दवारा कोई अतिरिक्त भूगतान किया गया हो,
- (a) to order any work involving delay or any extra payment by the Trustees,
- (ख) कार्य का या उसमें फेरफार करना; तथा
- (b) to make variation of or in the works; and
- (ग) संविदा के अधीन संविदाकार को उसके किन्हीं कर्तव्यों या बाध्यताओं से मुक्त करना।
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 परंतु निम्नानुसार यह भी कि :

Provided also as follows:

अध्यारोही शक्तियाँ Engineer's

(क) किसी कार्य या सामग्री को अननुमोदित करने में इंजीनियर के Overriding प्रतिनिधि की विफलता का प्रतिकूल प्रभाव तत्पश्चात ऐसे कार्य या सामग्री को अनन्मोदित करने और उसे गिराने, हटाने, तोड़ने एवं संविदाकार की लागत पर उसका पुनर्निर्माण करने का आदेश देने की इंजीनियर की शक्तियों पर नहीं पड़ेगा तथा संविदाकार द्वारा उठाई गई किसी हानि के लिए उसके दवारा प्रतिकर का कोई दावा नहीं किया जाएगा।

- (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 pulling down, removal, breaking-up thereof and reconstructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
- (ख) यदि संविदाकार इंजीनियर के प्रतिनिधि के किसी निर्णय से असंतुष्ट

इंजीनियर की

होता है तो वह मामले को इंजीनियर को निर्दिष्ट करने का हकदार होगा जो तदुपरि ऐसे निर्णय की पुष्टि करेगा उसे उलट देगा या उसमें फेरफार करेगा।

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- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (ग) इंजीनियर में निहित शिक्तयों और प्राधिकार को उसके द्वारा लिखित रूप में अपने प्रतिनिधि को प्रत्यायोजित किए जाने की शर्तों के अनुसार इंजीनियर के प्रतिनिधि द्वारा संविदाकार को दिया गया कोई लिखित अनुदेश या लिखित अनुमोदन संविदाकार तथा न्यासी मंडल को इस प्रकार आबद्ध करेगा मानो वह इंजीनियर द्वारा दिया गया हो जो समय-समय पर ऐसा प्रत्यायोजन कर सकता है।
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 निविदा/प्रस्ताव और इसकी पूर्वापेक्षाएं THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 संविदाकार द्वारा निविदा/प्रस्ताव तैयार किए जाने एवं प्रस्तुत किए जाने निविदा में सभी के

पूर्व यह समझा जाएगा कि उसने कार्यस्थल का निरीक्षण व जांच कर ली सुसंगत है, ऐसी सभी बातों, जोखिम एवं आकस्मिकताओं पर पूरी तरह से विचार मुद्दों को कर लिया है जिनका प्रत्यक्ष या अप्रत्यक्ष प्रभाव कार्य पर उसके व्यय एवं किया जाए। उससे होनेवाले लाभ पर पड़ेगा तथा विशेष रूप से यह मान लिया जाएगा कि उसने निम्नलिखित पहलुओं पर विचार कर लिया है:

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

The tender must encompass all relevant aspects/ issues.

पहल्ओ

(क) कार्यस्थल तथा उसके आस-पास की उप-सतह, जलराशिक, ज्वारीय कार्यस्थल एवं

एवं जलवायु-विषयक परिस्थिति सहित उसके रूप और प्रकृति, कार्य के स्थानीय लिए अपेक्षित अस्थायी जलमार्ग-गमनाधिकार हेतु संभावित शुल्क एवं परिस्थिति लागत सहित कार्य-स्थल पर पहुंचने के साधन तथा अन्य स्थानीय परिस्थितियां।

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

(ख) रेखाचित्र, विनिर्देश, किए जानेवाले कार्य की प्रकृति व परिमाण, कार्य

Site & Local condition.

के लिए अपेक्षित सामग्री एवं श्रम की गुणवत्ता, परिमाण व उपलब्धता एवं इंजीनियर की पूर्ण तुष्टि से कार्य को निष्पादित करने की आवश्यकता तथा संविदा की सामान्य और विशेष शर्तों का अनुपालन। (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.

रेखाचित्र,विनिर्देश, किए जानेवाले कार्य की प्रकृति एवं परिमाण। Drawing/ Specification/ Nature & extent of work to be done.

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(ग) कामगारों एवं कार्यस्थल-कार्यालय के लिए अपेक्षित आवास,सभी संयंत्र,उपकरण एवं विनिर्माण सामग्री का संघटन/विघटन एवं भंडारण।

संविदाकार के श्रमिक/सामग्री हेतु आवास।

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

Accommodation for Contractor's men/materials.

(घ) संविदाकार के खर्च पर पीने, धोने एवं कार्य के निष्पादन के लिए पीने आदि जल प्राप्ति के स्रोत एवं साधन तथा बिजली की उपलब्धता। जल/बिजली।

पीने आदि के लिए जल/बिजली। Water for drinking etc./Electrical power.

- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.
- (इ.) संविदाकार द्वारा कर एवं शुल्क का भुगतान और सभी लागू क़ानून कर/शुल्क का भुगतान

अध्यादेश और विधि तथा उसके अधीन बनाए गए नियमों, निकायों या किसी स्थानीय या अन्य प्राधिकरण के नियमों, विनियमों एवं उप-विधियों का अनुपालन और ऐसे अनुपालन में संविदाकार की विफलता से उत्पन्न सभी प्रकार की शास्तियों एवं देयताओं के प्रति न्यासी मंडल को क्षतिपूरित रखना।

सार्वजनिक एवं सभी क़ानूनों का

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

Payment of Taxes/ duties and observance of all statutes.

- (च) करार के निष्पादन या बैंक गारंटी एवं क्षतिपूर्ति बांड सहित किसी संविदाकार विधिक लिखत के लिए सभी प्रकार के स्टांप-शुल्क का भुगतान।
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

दवारा स्टांप-श्लक का भ्गतान। Payment of Stamp Duty by the Contractor.

निविदा आमंत्रण सूचना में अन्यथा अन्बंधित के सिवाय न्यासी मंडल 3.2 द्वारा आपूरित निविदा फार्म पर संविदाकार की निविदा लिखित रूप में होगी और वह आंकड़ों के मामले में त्रुटिरहित एवं अपमार्जन से मुक्त होगी। भूल-स्धार, यदि कोई हो, काटकर एवं संशोधित आंकड़ों पर आद्यक्षर करके किया जाएगा।

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

3.3 यदि इंजीनियर या न्यासी मंडल द्वारा अपेक्षित हो तो संविदाकार अपनी स्वामी निविदा में या बाद में अपने स्वामी / भागीदारों / शेयरधारकों के नाम का प्रकटीकरण अपेक्षित समय पर करेंगे । इस संबंध में चूक को भंग माना जाएगा और यदि कोई संविदा की गई हो तो वह निरस्त किए जाने के दायित्व के अधीन होगी।

के नाम का

If required by the Engineer or the Trustees, the Contractors in Disclosure their tender or subsequently, shall disclose the names of their Owner's name.

of

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.

3.4 (क) जबतक कि निविदा आमंत्रण सूचना/प्रस्ताव में अन्यथा अनुबद्ध न हो, बयाना राशि एवं प्रत्येक निविदा निम्नलिखित पैमाने के अनुसार परिकलित बयाना राशि के प्रतिभूति जमा साथ प्रस्तुत की जाए ।

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

Earnest Money and Security Deposit.

कार्य का	बयाना राशि			
अनुमानित मूल्य				
Estimated	Amount of Earnest Money			
Value of Work				
	कार्य-संविदा हेतु	केवल सामग्री या उपकरण		
		की आपूर्ति के लिए		
		संविदा हेतु		
	For Works Contract	For Contract of		
		Supplying Materials or		
		Equipment only		
रु.1,00,000=00 तक	कार्य के अनुमानित मूल्य का 5%	कार्य के अनुमानित मूल्य का 1%		
Up to Rs.	5% of the estimated			
1,00,000=00	value of work	value of work		
1,66,666	value of work	value of work		
₹.1,00,000=00	अधिकतम रु. 20,000/-	अधिकतम रु. 10,000/-		
से अधिक	तथा न्यूनतम रु. 5000/- के	तथा न्यूनतम रु. 1,000/-		
	अध्यधीन कार्य के	के अध्यधीन कार्य के		
	अनुमानित मूल्य का 2%	अनुमानित मूल्य का ½ %		
Over	2% of the estimated	½% of the estimated		
Rs.	value of work subject	value of work subject		
1,00,000=00	to a maximum of Rs.	to a maximum of Rs.		
	20,000/- and minimum	10,000/- and minimum		
	of Rs. 5,000/	of Rs. 1,000/		

(ख) बयाना राशि न्यासी मंडल के कोषाध्यक्ष के पास नकदी में या बयाना राशि का कलकत्ता पत्तन न्यास के पक्ष में आहरित किसी भारतीय राष्ट्रीयकृत बैक भुगतान करने की की किसी कलकत्ता शाखा के बैंकर चेक या 'कलकत्ता पत्तन न्यास' के पक्ष विधि। में आहरित और,यथास्थिति,कलकत्ता/हिल्दिया में देय किसी भारतीय राष्ट्रीयकृत बैक के "खाते में देय" ड्राफ्ट के रूप में जमा की जाएगी और उसके लिए प्रदत्त रसीद निविदा/ प्रस्ताव के साथ संलग्न कर मुहरबंद लिफाफे में रखी जाएगी।

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

Method of Paying F M

- (ग) अस्वीकृत निविदा की बयाना राशि की वापसी किसी ब्याज के बिना बयाना राशि की कलकत्ता/हिल्दिया स्थित किसी राष्ट्रीयकृत बैंक पर आहरित 'खाते में देय' वापसी। चेंक के जरिए की जाएगी।
- (c) Earnest Money of unaccepted tender shall be refunded Refund of E.M. without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.
- (घ) न्यासी मंडल के सूचीबद्ध (रजिस्ट्रीकृत) ऐसे संविदाकार जिन्होंने अपनी रजिस्ट्रीकृत फर्मों को रजिस्ट्रीकरण श्रेणी के अनुसार न्यासी मंडल के एफए एवं सीएओ/प्रबंधक बयाना राशि से छूट (वित्त) के पास स्थिर प्रतिभूति जमा की है उन्हें निम्नलिखित पैमाने के अनुसार बयाना राशि जमा करने से छूट प्राप्त होगी:
- (d) The enlisted (registered) Contractors of the Trustees who Exemption from have deposited fixed Security with the Trustees' FA & CAO / E.M. to Regd. Manager (Finance) according to his Class of Registration, shall Firms be exempt from depositing the Earnest Money, as per the following scale :

रजिस्ट्रीकरण-	स्थिर प्रतिभूति	प्रत्येक निविदा की वित्तीय सीमा
श्रेणी	की राशि	
Class of	Amount of	Financial Limit of Each Tender
Registration	Fixed	
	Security	
क	रु. 25,000/-	रु. 5,00,000/- तक के मूल्य की कोई निविदा
Α	Rs.25,000/-	Any tender priced upto Rs.5,00,000/-

ख	₹. 10,000/-	रु. २,00,000/- तक के मूल्य की कोई निविदा
В	Rs.10,000/-	Any tender priced up to Rs.2,00,000/-
ग	₹. 5,000	रु. 1,00,000/- तक के मूल्य की कोई निविदा
С	Rs. 5,000/-	Any tender priced upto Rs.1,00,000/-

- (ङ)(i) अपेक्षित बयाना राशि के बिना जमा की गई निविदा अस्वीकार किए जाने के दायित्व के अधीन हो सकेगी।
- (e)(i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) यदि निविदा/प्रस्ताव की वैधता अविध की समाप्ति के पूर्व निविदाकार कोट की गई अपनी दरों या निविदा/प्रस्ताव में संशोधन करता है और उन्हें न्यासी मंडल के लिए अस्वीकार्य बना देता है और/या अपनी निविदा/ प्रस्ताव को वापस लेता है, तो जमा की गई बयाना राशि न्यासी मंडल के विकल्प पर जब्त किए जाने के दायित्व के अधीन हो सकेगी।
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.
- (च) स्वीकृत निविदा/ प्रस्ताव की बयाना राशि न्यासी मंडल दवारा प्रतिभृति जमाके अंश के रूप में रखी जाएगी और उसके लिए बयाना राशि की पिछली रसीद के निरस्तीकरण के बाद संविदाकार को एक पृथक् ट्रेजरी रसीद जारी की जाएगी।
- (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.

(छ) कार्य संविदा के लिए शेष प्रतिभूति की वसूली सभी आन्क्रमिक बिल से शेष प्रतिभूति जमा (अंतिम बिल सहित, यदि आवश्यक हो) ऐसे प्रत्येक बिल में कार्य के सकल की वसूली का तरीका मूल्य के 10 प्रतिशत की दर से कटौती करके की जाएगी जिससे कि क्ल वसूली समापन स्तर तक वस्त्तः किए गए कार्य के कुल मूल्य के निम्नलिखित प्रतिशत के अनुसार संगणित मात्रा से अधिक न हो ।

बयाना राशि के बिना निविदा का अस्वीकार किए जाने के दायित्व के अधीन होना Tender without ΕM liable to rejection.

प्रस्ताव स्वीकार करने के पूर्व बयाना राशि की जब्ती। Forfeiture of E.M. before acceptance of offer.

बयाना का के प्रतिभूति जमा में अंश के परिवर्तित होना।

to be converted to part S.D.

Balance security for works contract shall be recovered by Mode of recovery deduction from all progressive Bill (including final Bill, if of balance S.D. 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.

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कार्य संविदा के लिए	केवल सामग्री एवं	प्रतिभूति
प्रतिभूति जमा का%	उपकरण की आपूर्ति की	की वस्
	संविदा हेतु प्रतिभूति	पैमाना
	जमा का प्रतिशत	
% of Security	% of Security	Scale
		S.D. reco
·	·	
Works Contract.		
10% (ਵਧ ਸ਼ਹਿਆੜ)		
। १०७ (५स श्रातरात)	170 (९५७ श्रातरात)	
10%(Ten percent)	1% (One percent)	
i i	प्रथम रु. 10,00,000/-	
	पर 1%+ शेष पर 12%	
पर 71/2%		
10% on first	1% on first	
Rs.10,00,000/- +	Rs.10,00,000/- +	
7½% on the	½% on the balance.	
balance.		
	प्रथम रु. 10,00,000/-	
पर 10%+अगलेरु.	पर 1%+ अगले रु.	
71/2% + शेष पर 5%	शेष पर ¼%	
10% on first	1% on first	
Rs.10,00,000/-+	Rs.10,00,000/- + ½%	
7½ % on the next	on the next	
s.10,00,000/-+ 5%	Rs.10,00,000/- + 1/4%	
on the balance.	on the balance.	
	% of Security Deposit for works contract. 10% (दस प्रतिशत) 10%(Ten percent) प्रथम रु.10,00,000/- तक पर 10% + शेष पर 7½% 10% on first Rs.10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 7½% + शेष पर 5% 10% on first Rs.10,00,000/- पर 7½% + शेष पर 5%	प्रतिभृति जमा का% अपकरण की आपूर्ति की संविदा हेतु प्रतिभृति जमा का प्रतिशत % of Security Deposit for Works contract. % of Security Deposit for contract of supplying materials & equipment only. 10% (दस प्रतिशत) 1% (एक प्रतिशत) 1% (एक प्रतिशत) 1% (एक प्रतिशत) प्रथम रु.10,00,000/- पर 1% शेष पर ½% 10% on first Rs.10,00,000/- पर 1% on first Rs.10,00,000/- पर 1% on the balance. प्रथमरु. 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10,00,000/- पर 10%+अगलेरु. 10,00,000/- पर 10,000/- पर 10,000/- पर 10,000/- पर 10,000/- पर 10,000/- पर 10,000/- पर 10,

जमा ्रली का of overy.

- (ज) उपर्युक्त प्रतिशत के अनुसार संगणित सामग्री एवं उपकरण की आपूर्ति की आपूर्ति संविदा संविदा के लिए शेष प्रतिभूति को ट्रस्टी के कोषाध्यक्ष के पास अग्रिम रूप से प्रतिभृति और आपूर्ति आदेश दिए जाने की तारीख से 30 दिनों के भीतर या तो नकदी के रूप में या, यथास्थिति, कलकत्ता/हल्दिया में देय कलकत्ता पत्तन न्यास के पक्ष रूप से में आहरित किसी भारतीय राष्ट्रीयकृत बैंक के पानेवाले के खाते में देय ड्राफ़्ट जमा किया जाना दवारा जमा करना होगा ।
- (h) Balance Security for Contract of supplying materials and S.D. equipment computed in terms of the percentages given above, supply contracts shall have to be deposited with the Trustees' Treasurer in deposited advance and within 30 days from the date of placement of in advance. supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.
- (झ) न्यासी मंडल द्वारा किसी भी स्तर पर धारित बयाना राशि/प्रतिभूति जमाराशि पर न्यासी मंडल दवारा निविदाकार /संविदाकार को किसी ब्याज का भ्गतान नहीं किया जाएगा ।

बयाना राशि/ प्रतिभूति जमाराशि पर कोई ब्याज देय नहीं

for

to

interest shall be paid by the Trustees to Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

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

(i) इसमें इसके नीचे उप-खंड 3.5(ii) के प्रावधानों के अधीन कटौती के, यदि 3.5 कोई हो, अध्यधीन और इसमें इसके पश्चात खंड 9.3 की शर्तों के अनुसार प्रतिभूति जमाराशि की वापसी संविदाकार को की जाएगी । तथापि, यदि संविदा में किसी अन्रक्षण अवधि का प्रावधान किया गया हो, तो प्रतिभूति जमाराशि के 50% की वापसी अन्रक्षण की आधी अवधि के समापन पर उक्त राशि के किसी कोषागार रसीद के प्रति की जा सकती है और शेष जमाराशि की वापसी उक्त अन्रक्षण अवधि की समाप्ति पर तथा इंजीनियर द्वारा प्रपत्र जीसी-2 में कार्य का अंतिम समापन प्रमाणपत्र दिए जाने के बाद एवं

प्रतिभूति जमाराशि की वापसी का तरीका

संविदाकार द्वारा प्रपत्र जीसी-3 में 'कोई दावा नहीं' प्रमाणपत्र प्रस्तुत किए जाने के बाद की जाएगी।

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

Mode of refund of S.D.

(ii) यदि संविदाकार कार्य करने या संविदा की किन्हीं शर्तों का पालन/अन्पालन प्रतिभूति करने में चूक करता है तो न्यासी मंडल के विकल्प पर प्रतिभृति जमाराशि/बयाना जमाराशि राशि जब्त किए जाने के दायित्व के अधीन हो सकती है। प्रतिभूति जमाराशि, सावधि जमाराशि, बयाना राशि या किसी अन्य संविदा के अधीन संविदाकार को देय या देय होनेवाली किसी राशि से न्यासी मंडल अपनी किन्हीं देयराशियों की कटौती करने के लिए स्वतंत्र होंगे।

की

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

Forfeiture of S.D.

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यदि संविदा में विशेष शर्त के रूप में अन्बद्ध हो तो,संविदाकार को निविदा/ कतिपय मामलों में 3.6 प्रस्ताव के स्वीकृति-पत्र में उल्लिखित राशि एवं अवधि के लिए, उक्त पत्र की नकद प्रतिभूति जमा तारीख से 15 दिनों के भीतर, इसमें संलग्न प्रोफ़ार्मा में किसी भारतीय के बजाय बैंक गारंटी राष्ट्रीयकृत बैंक की, यथास्थिति, कलकत्ता/हल्दिया शाखा से अप्रतिसंहरणीय गारंटी के रूप में निष्पादन बांड इंजीनियर के पास प्रस्तृत करना होगा तथा इसमें चूक होने पर संविदा पूर्णत इंजीनियर के विवेकान्सार समापन के

दायित्वाधीन एवं बयाना राशि जब्ती के दायित्वाधीन हो सकेगी। इसे या किसी अन्य बैंक गारंटी और/या, जहां अपेक्षित हो, उसका पुनर्विधीकरण प्राप्त करने की लागत का वहन संविदाकार को करना है तथा ऐसी बैंक गारंटी का समय पर पुनर्विधीकरण कराने की एकमात्र ज़िम्मेदारी संविदाकार की होगी और इसमें चूक होने एवं संविदाकार द्वारा किसी संविदागत बाध्यता को पूरा नहीं किए जाने पर इंजीनियर और या न्यासी मंडल गारंटी के प्रति दावा करने और /या उसे एकपक्षीय रूप से प्रवर्तित कराने के लिए स्वतंत्र होंगे।

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

Bank Guarantee in lieu of Cash S.D. in certain cases

3.7 रु₅5 करोड़ से अधिक मूल्य की किसी निविदा की बाबत प्रत्येक निविदाकार/बोली लगानेवाला अपनी निविदा के साथ, जिसमें ठेके की विशेष शर्त, ठेके की सामान्य शर्ते, बीओक्यू, बयाना राशि आदि शामिल है, एक दस्तावेज प्रस्तुत करेगा जिसे सत्यनिष्ठ समझौता करार कहा जाएगा और जो उनके प्राधिकृत प्रतिनिधि द्वारा सम्यक् रूप से हस्ताक्षरित किया जाएगा । सत्यनिष्ठा समझौता करार का प्रोफ़ार्मा जीसीसी में यथाविनिर्दिष्ट रूप में होगा। रु. 5 करोड़ से अधिक मूल्य की निविदा के मामले में सत्यनिष्ठ समझौता करार प्रत्येक निविदाकार द्वारा प्रस्तुत की जानेवाली बोली दस्तावेज का अभिन्न अंग है जिसके बिना निविदा पर विचार नहीं किया जाएगा।

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

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- 4.0 संविदा एवं संविदाकार की सामान्य बाध्यता
 THE CONTRACT & GENERAL OBLIGATIONS OF
 CONTRACTOR
- 4.1 (क) संविदा की दस्तावेजें अँग्रेज़ी भाषा में तैयार की जाएंगी। अँग्रेज़ी भाषा का

 (a) The contract documents shall be drawn-up in English प्रयोग किया जाए
 language. English language
 to be used
 - (ख) संविदा निम्नितिखित अधिनियमों सिहत केवल कलकत्ता उच्च संविदा पर कानून न्यायालय के अधिकार-क्षेत्र के भीतर यथा लागू भारत के सभी सुसंगत की प्रयोज्यता अधिनियमों दवारा शासित होगी:
 - (b) The contract shall be governed by all relevant Indian Applicability of Acts.As applicable only within the jurisdiction of the High Court laws on the at Calcutta, India, including the following Acts:
 - संविदा अधिनियम (भारत),1872
 The Contract Act (India), 1872.
 - 2. महापत्तन न्यास अधिनियम,1963 The Major Port Trusts Act, 1963.
 - 3. कर्मकार प्रतिकर अधिनियम,1923 The Workmen's Compensation Act, 1923.
 - न्यूनतम मजदूरी अधिनियम,1948
 The Minimum Wages Act, 1948.
 - 5. ठेका श्रम (विनियमन और उत्सादन) अधिनियम,1970 The Contract Labour (Regulation & Abolition) Act,1970.

- 6. गोदी कर्मकार अधिनियम,1948 The Dock Workers' Act,1948.
- 7. माध्यस्थम् और सुलह अधिनयम,1996(केवल निश्चित माध्यस्थम् करार के मामले में

The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

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4.2 उसकी निविदा/प्रस्ताव को स्वीकार किए जाने और इंजीनियर या उसके प्रतिनिधि द्वारा ऐसा करने के लिए कहे जाने पर संविदाकार अपने खर्च पर इसके साथ संलग्न फार्म में एक संविदा तैयार करके संविदा करेगा एवं निष्पादित करेगा । जबतक ऐसी संविदा निष्पादित नहीं की जाती है तबतक इसमें इसके पूर्व 'संविदा' शब्द की परिभाषा में निर्दिष्ट अन्य दस्तावेजों को सामूहिक रूप से संविदा माना जाएगा।

संविदाकार द्वारा संविदा निष्पादित किया जाना

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

Contractor to Execute Contract Agreement.

co 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.

4.3 संविदा के भागरूप पृथक्पृथक् दस्तावेजों को परस्पर एक दूसरे का स्पष्टीकारक माना जाए। विभिन्न संविदा दस्तावेजों में कोई फर्क, अस्पष्टता, चूक या गलती पाए जाने पर इंजीनियर को उसमें सुधार करने की शक्ति होगी तथा उसका विनिश्चय अंतिम और संविदा के पक्षकारों पर बाध्यकारी होगा।

संविदा दस्तावेजों का निर्वचन- इंजीनियरों की शक्ति

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

Interpretation of contract documentsEngineers'
Power

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4.4 संविदा की सामान्य एवं विशेष शर्तों तथा परिमाण बिल में निर्दिष्ट सभी रेखाचित्र रेखाचित्रों की दो प्रतियां इंजीनियर द्वारा बिना मूल्य ठेकेदारों को कार्य में न्यासी की उनके उपयोग के लिए प्रदान की जाएंगी परन्तु वे न्यासी मंडल की संपत्ति संपत्ति हैं बनी रहेंगी और इसलिए यदि वे कार्य-स्थल पर नियमित रूप से व्यवहृत होने पर फट या विकृत न हो जाएँ तो कार्य पूरा होने पर संविदाकार उन्हें इंजीनियर या उसके प्रतिनिधि को वापस कर देगा।

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

All Drawings are Trustees' property.

4.5 संविदाकार दवारा अपेक्षित होने या कार्य के सम्चित निष्पादन के लिए आवश्यक होने पर वह अपने खर्च पर कोई कार्य-संचालन या प्रगति-रेखाचित्र प्रमाणित एवं तैयार करेगा तथा उससे अपेक्षा किए जाने पर वह उसकी प्रतियाँ किसी मूल्य के बिना इंजीनियर को उसकी सूचना और/या अनुमोदन के लिए देगा,परंतु इसका अर्थ किसी भी रूप में संविदाकार के दायित्व का इंजीनियर में अंतरण नहीं होगा।

दवारा कार्य-संचालन/ प्रगति-रेखाचित्र तैयार किया जाना

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

Contractor to prepare working/ progress drawings

इंजीनियर की लिखित अन्मित के बिना संविदाकार संविदा या उसके किसी संविदाकार कार्य को 4.6 अंश को प्रत्यक्ष या अप्रत्यक्ष रूप से अंतरित, समन्देशित नहीं करेगा या उप-पट्टे पर नहीं दे उप-पट्टे पर नहीं देगा । यदि ऐसी अनुमति दी भी गई हो तो संविदाकार - सकता है (क) किसी उप-संविदाकार, उसके एजेंटों, सेवकों या कर्मकारों दवारा किए गए कार्य, चूक एवं उपेक्षा के लिए उसी प्रकार पूरी तरह उत्तरदायी होगा मानो

वे कार्य, चूक तथा उपेक्षा स्वयं संविदाकार या उसके एजेंटों, सेवकों या कर्मकारों दवारा की गई हो तथा (ख)संविदा से संबंधित पूर्ण एवं समस्त दायित्व और उप-पट्टे पर दिए जाने के बावजूद उसके दवारा किए जानेवाले कार्यों के सक्रिय अधीक्षण के लिए उत्तरदायी होगा, परंतु यह हमेशा कि "मात्रानुपाती दर" पर श्रमिकों की व्यवस्था को इस खंड के अधीन उप-पट्टे पर दिया जाना नहीं समझा जाएगा।

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

sub-let

जब तक कि अन्यथा विनिर्दिष्ट न किया गया हो, संविदाकार की संविदाकार 4.7 निविदा/प्रस्ताव में निर्माण के लिए आवश्यक सभी संयंत्र, स्थायी तथा प्रस्तावित मूल्य में अस्थायी दोनों प्रकार के कार्य के लिए अस्थायी कार्य-सामग्री आप्रित करने, सभी खर्च शामिल हैं श्रमिक तथा उनके पर्यवेक्षण की व्यवस्था करने, कार्य में प्रयुक्त होनेवाले माल को चढ़ाने, उतारने, बाड़ लगाने, पहरा देने, प्रकाश की व्यवस्था करने, सम्चित प्राधिकरणों की फीस, कर एवं शुल्क के भ्रगतान सहित कार्य के निर्माण, स्थापना, समापन एवं अन्रक्षण के लिए अपेक्षित सभी प्रकार की अन्य वस्तु कार्य-स्थल तक लाने एवं ले जाने पर हुआ उसका खर्च शामिल समझा जाएगा।

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

Contractors' price is inclusive of all

दवारा

costs

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.

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4.8 संविदाकार कार्य-स्थल के सभी प्रचालनों तथा निर्माण पद्धतियों की पर्याप्तता, स्थायित्व तथा सुरक्षा के लिए अकेले ही उत्तरदायी होगा,चाहे उसके लिए इंजीनियर या उसके प्रतिनिधि से कोई पूर्व अनुमित ले ली गई हो। संविदाकार, इंजीनियर द्वारा बनाए गए अस्थायी या स्थायी कार्य के डिजाइन या विशेष विवरण की सत्यता के लिए उत्तरदायी नहीं होगा; परन्तु संविदाकार उसके सही कार्यान्वयन तथा संविदाकार द्वारा तैयार किए गए, प्रस्तावित/व्यवहृत किसी डिजाइन एवं विशेष विवरण के लिए पूर्णतः उत्तरदायी होगा।

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.

4.9 इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षा किए जाने पर संविदाकार उसके समक्ष (क) कार्य के निष्पादन के लिए योजना (ख) प्रस्तावित प्रक्रिया और कार्य पद्धित (ग) संयंत्र, उपकरण, श्रमिक, सामग्री तथा अस्थायी कार्यों के प्रस्तावित परिनियोजन के ब्योरे प्रस्तुत करेगा । ऐसी किसी योजना या विवरण पर इंजीनियर या उसके प्रतिनिधि का अनुदेश और /या अनुमोदन संविदाकार को संविदा के अधीन उसकी किन्हीं बाध्यता से मुक्त नहीं करेगा

Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme

संविदाकार, इंजीनियर द्वारा बनाए गए डिजाइन तथा विशेष विवरण की सत्यता के सिवाय सभी निर्माण प्रक्रिया के लिए उत्तरदायी है

Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer

संविदाकार द्वारा अपने कार्य की योजना प्रस्तुत किया जाना

Contractor to submit his programme of

for execution of the work, (b) proposed procedure and methods work 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.

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यदि किसी कारणवश संविदाकार अपनी पूर्व-निर्धारित योजना के अनुसार कार्य करने में असमर्थ होता है तो जब भी उससे अपेक्षा की जाए, वह कार्य पूर्ण करने की अपनी संशोधित योजना निर्धारित समय के भीतर प्रस्तुत करेगा। If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

4.10 कार्यनिष्पादन के दौरान और उसके बाद अन्रक्षण-अविध के दौरान इंजीनियर संविदाकार या उसके प्रतिनिधि दवारा आवश्यक समझे जाने की अवधि तक संविदाकार कार्य का पर्यवेक्षण दवारा आवश्यक एवं पर्याप्त पर्यवेक्षण की व्यवस्था की जाएगी। संविदाकार या किया जाना उसका सक्षम एवं प्राधिकृत एजेंट या प्रतिनिधि कार्य-स्थल पर हमेशा मौजूद रहेगा तथा इंजीनियर या उसके प्रतिनिधि दवारा उसे लिखित रूप में दिए गए अन्देश इसके खंड 2.5 की सीमा के अध्यधीन संविदाकार पर बाध्यकारी होंगे। संविदाकार कार्यस्थल पर रहनेवाले अपने ऐसे प्रतिनिधि/एजेंट के बारे में इंजीनियर या उसके प्रतिनिधि को लिखित रूप में जानकारी देगा।

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

Contractor to supervise the works

4.11 संविदा के निष्पादन के लिए संविदाकार केवल अर्हताप्राप्त, सचेत और अनुभवी व्यक्तियों को नियुक्त करेगा तथा इंजीनियर कार्यस्थल पर परिनियोजित संविदाकार के किसी भी ऐसे स्टाफ, कामगार या अधिकारी के परिनियोजन को रोकने का निदेश संविदाकार को देने के लिए स्वतंत्र होगा जिसका परिनियोजन इंजीनियर की राय में कार्य के समुचित और समय के भीतर पूरा करने में सहायक नहीं होगा तथा संविदाकार किसी आपत्ति के बिना 48 घंटे के भीतर ऐसे अनुदेश का पालन करेगा।

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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 is 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

संविदाकार द्वारा
अर्हताप्राप्त
व्यक्तियों को
परिनियोजित
किया जाना तथा
संविदाकार के
श्रमिकों को हटाने
की इंजीनियर की

Contractor to deploy qualified men and Engineer's power to remove Contractor's men

4.12 इंजीनियर द्वारा लिखित रूप में दिए गए संदर्भ बिन्दु/ लाइन / लेवल के

अनुसार कार्य के सही एवं समुचित रूप से सीमांकन का दायित्व संविदाकार का होगा । इंजीनियर या उसके प्रतिनिधि द्वारा किसी सीमांकन या किसी

संरेखण या लेवल की जांच किए जाने से संविदाकार किसी भी रूप में उसे सही रूप में प्रस्तुत करने के दायित्व से मुक्त नहीं होगा और वह पूरी तरह से सभी खूँटे, दासा, निर्देशचिहन, साइट रेल्स, खूंटी, तल चिहन, प्रोफाइल चिहन तथा कार्य के सीमांकन में प्रयोग की जानेवाली अन्य वस्तुएं उपलब्ध कराएगा,संरक्षित एवं परिरक्षित करेगा।

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

लाइन, लेवेल, सीमांकन आदि के लिए संविदाकार उत्तरदायी है

Contractor is responsible for line, level, setting out etc.

used in setting out the works.

कार्य आरंभ किए जाने के समय से लेकर इसके खंड 5.12 में उल्लिखित प्ररूप जी.सी.1 में कार्य पूरा होने संबंधी प्रमाण-पत्र जारी किए जाने के समय तक संविदाकार उस कार्य की देख-रेख करने का पूरा दायित्व लेगा। अपवादित जोखिम को छोड़कर कार्य या उसके किसी भाग को होनेवाले किसी नुकसान, हानि या क्षित की प्रतिपूर्ति संविदाकार अपने खर्च पर इंजीनियर के अनुदेश और तुष्टि के अनुरूप करेगा और इसमें चूक होने पर इंजीनियर या उसका प्रतिनिधि किसी अन्य एजेंसी द्वारा उसकी प्रतिपूर्ति कराएगा तथा उसके लिए उपगत एवं इंजीनियर द्वारा प्रमाणित व्यय उचित समझा जाएगा। यह खंड

संविदाकार का दायित्व कार्य की संरक्षा करना है

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कार्य के उस भाग पर लागू नहीं होगा जो कार्य के आंशिक समापन पर न्यासी मंडल दवारा अपने अधिकार में ले लिया गया हो और वैसे मामले में इंजीनियर के निदेशान्सार अन्रक्षण अविध (गारंटी अविध) के दौरान संविदाकार की बाध्यता विनिर्माण या सन्निर्माण दोष के लिए मरम्मत एवं प्रतिस्थापन तक तथा अन्रक्षण अवधि में ऐसी मरम्मत एवं प्रतिस्थापन के दौरान संविदाकार द्वारा कार्य को पहुं चाए गए दोषन् कसान तक, यदि कोई हो, सीमित होगी। From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in maintenance period.

Contractor is responsible to protect the work

संविदाकार अपने खर्च पर न्यासी मंडल के या इतर ऐसे कार्मिकों या संरचनाओं या सेवाओं या संपत्तियों का संरक्षण एवं संभरण तथा सभी पूर्वोपाय करेगा जिन्हें रोका गया हो या जो प्रभावित या अस्त-व्यस्त या संकटापन्न हुआ हो तथा उपर्युक्त संपत्तियों संरचनाओं एवं सेवाओं और/या संविदाकार के कामगारों सहित किन्हीं व्यक्ति को कार्य के निष्पादन एवं अन्रक्षण के संबंध में संविदाकार दवारा की गई क्षति, हानि या न्कसान के लिए दावा के प्रति न्यासी मंडल की क्षतिपूर्ति करेगा और उन्हें क्षतिपूरित रखेगा । संविदाकार द्वारा ली गई बीमा स्रक्षा की, यदि कोई हो, लागत की प्रतिपूर्ति, संविदा में अन्यथा अन्बंधित के सिवाय, न्यासी मंडल दवारा नहीं की जाएगी।

के में निष्पादन अन्य संरचनाओं/ व्यक्तियों पहुंचाए गए सभी प्रकार के न्कसान लिए संविदाकार उत्तरदायी है।

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

Contractor responsible for all damages other structures/ persons caused by him in executing the work.

यदि कार्यस्थल पर किसी जीवाश्म, सिक्के, मूल्यवान वस्तु या पुरावशेष एवं जीवाश्म, निखात 4.15 भूवैज्ञानिक या पुरातात्त्विक महत्व के अन्य अवशेष या वस्तु का पता निधि लगता है तो वे न्यासी मंडल की संपत्ति बनी रहेंगी और संविदाकार उनके बारे में तत्काल इंजीनियर के प्रतिनिधियों को सूचित करेगा और अपने कामगारों द्वारा उन्हें न्कसान पहुं चाए जाने से उनकी रक्षा करेगा तथा इंजीनियर के प्रतिनिधि के अन्देश के अन्सार न्यासी मंडल उनका निपटान करने की व्यवस्था करेगा।

आदि मंडल

Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles value or of antiquity and structures and other remains or geological or archaeological importance be discovered at site

Fossils, Treasure travois, etc. Trustees' are property

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.

4.16 संविदाकार द्वारा सभी दावों, मांग, कार्रवाइयों एवं कार्यवाहियों से तथा निम्नलिखित के कारण उनपर होनेवाले सभी खर्च से न्यासी मंडल को क्षितिपूरित रखा गया और क्षितिपूरित किया गया समझा जएगा:

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

संविदाकार द्वारा न्यासी मंडल को हानि,क्षति आदि के लिए किए गए सभी दावों के प्रति क्षतिप्रित किया जाना

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- (क) कार्य या अस्थायी कार्य से संबंधित किसी पेटेंट अधिकार, डिजाइन, ट्रेडमार्क या नाम या अन्य स्रक्षित अधिकार का अतिक्रमण ।
- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.
- Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
- (ख) कार्य के लिए अपेक्षित सभी सामग्री एवं उपकरण प्राप्त करने के लिए सभी रायल्टी, किराए, टोल-प्रभार, स्थानीय कर का भुगतान, अन्य भुगतान या क्षतिपूर्ति, यदि कोई हो।
- (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.
- (ग) सार्वजनिक या निजी सड़क, रेल-पटरियों, फुटपाथों, क्रेन-पटरियों, जलपथों, जहाजी घाटों तथा न्यासी मंडल या किसी अन्य व्यक्ति की अन्य संपत्तियों पर संविदाकार द्वारा अनिधकृत अवरोध या न्यूसेंस उत्पन्न करना।
- (c) Unauthorised 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.
- (घ) कार्य से संबंधित संविदाकार के संयंत्र तथा सामग्री की आवाजाही के कारण किसी राजमार्ग एवं पुल का नुकसान या क्षतिग्रस्त होना ।

- (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.
- (ङ) संविदाकार के संयंत्र एवं सामग्री के परिवहन के दौरान जलपथ का प्रदूषित होना तथा नदी, जलपाश, सी-वाल या जलपथ से संबंधित अन्य संरचना का क्षतिग्रस्त होना।
- (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.
- (च) कार्य-स्थल पर या उसके नजदीक न्यासी मंडल की अनुमित से और/या उनकी जानकारी में नियुक्त न्यासी मंडल और अन्य एजेंसियों के कामगारों को इंजीनियर या उसके प्रतिनिधि के निदेशानुसार सभी युक्तियुक्त सुविधाएं तथा आवास उपलब्ध कराने में संविदाकार दवारा चूक किया जाना।

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(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

4.17

संविदा की शर्तों के अनुसार किसी संपितत, भवन या संरचना को गिराने पर प्राप्त मलवा और सामग्री न्यासी मंडल की संपितत होगी।

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

विखंडित सामग्री न्यासी मंडल की संपत्ति Dismantled materials Trustees' property

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- 4.18 संविदाकार द्वारा कोट की गई दरों में निम्नलिखित शामिल समझी जाएंगी:

 The Contractor's quoted rates shall be deemed to have been inclusive of the following:
 - (क) कार्य स्थल को अनावश्यक अवरोध से मुक्त रखना तथा कार्य-स्थल से निर्माण संयंत्र के भग्नावशेष, कूड़ा-करकट, अतिरिक्त मिट्टी या अनापेक्षित अन्य अस्थायी निर्माण हटाना।
 - (a) Keeping the site free of unnecessary obstruction and removal site of constructional plant wreckage, rubbish, surplus earth temporary works no longer required.

संविदाकार द्वारा कोट की गई दरों/मूल्य में सब बातें शामिल होंगी Contractor's quoted rates / price must be all inclusive

- (ख) कार्य-स्थल से हर प्रकार के सभी फालतू सामग्री को हटाना और सफाई करना जिससे कार्य पूरा होने के बाद कार्य-स्थल स्वच्छ और साफ-सुथरा रह सके जिसके बिना अन्तिम बिल के प्रति भुगतान रोके जाने के दायित्व के अधीन हो सकता है।
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (ग) कार्य के निष्पादन एवं अनुरक्षण के दौरान गोदी, हु गली नदी और अन्य जलपथों का किसी भी प्रकार के प्रदूषण से प्रभावी संरक्षण सुनिश्चित करने और संविदाकार या उसकी एजेंसी के श्रमिकों द्वारा जल में कूड़ा-करकट, कचरा एवं अन्य सामग्री का फेंका जाना रोकने के लिए एहतियाती उपाय करना।

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- (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.
- (घ) सभी श्रमिकों एवं कामगारों, स्थानीय या अन्य, के परिनियोजन एवं उनकी मजदूरी, परिवहन, आवास, चिकित्सा और अन्य सभी कानूनी प्रसुविधा तथा प्रवेश परिमट की,जहाँ आवश्यक हो, व्यवस्था करना।
- (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (ङ) स्थानीय प्राधिकरण या इंजीनियर या उसके प्रतिनिधि की अपेक्षा के अनुसार कार्य-स्थल पर या उसके आस-पास निम्निलिखित को रोकने की व्यवस्था करना (i) चूहों, मूषिकाओं, कीड़े-मकोड़े, मच्छरों आदि का नाश करने के लिए प्रभावी कार्रवाई करके एवं स्वस्थ और स्वच्छ परिवेश रखकर चेचक, हैजा, प्लेग या मलेरिया जैसे संक्रामक रोग का फैलना, (ii) मादक द्रव्य, स्वापक पदार्थ, मद्यसारिक पान,शस्त्र एवं गोला-बारूद का अवैध भंडारण और वितरण,(iii) संविदाकार या उप-संविदाकार के कामगारों का विधिविरुद्ध, बलवात्मक या विशृंखल आचरण, (iv) 16 वर्ष से कम आयु के कामगारों का परिनियोजन।
- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease

like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19 संविदाकार को दिए जानेवाले सभी निदेश या नोटिस संविदाकार को सम्यक रूप संविदाकार से तामील की गई या उसके दवारा प्राप्त की गई समझी जाएगी यदि उसे नोटिस निविदा में यथाउल्लिखित या संविदाकार के साइट कार्यालय या संविदाकार के रजिस्ट्रीकृत कार्यालय के पते पर डाक में डाला गया हो या दस्ती भेजा गया हो। निदेश या नोटिस के बाद कोई कार्य करने के लिए इन शर्तों में उल्लिखित समय की गणना ऐसे डाक में डाले जाने या प्रेषण के समय से की जाएगी।

को

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

Notice to Contractor.

इंजीनियर के लिखित रूप में पूर्व प्राधिकार के बिना संविदाकार और उसका संविदाकार 4.20 उप-संविदाकार या उनके एजेंट एवं श्रमिक तथा संयंत्र, सामग्री एवं उपकरण की आपूर्ति करनेवाला कोई फर्म कोई फोटो या कार्यविवरण प्रकाशित नहीं करेगा या विवरण प्रकाशित प्रकाशित नहीं कराएगा।

दवारा फोटो या कार्य-नहीं किया जाना। Contractor not to publish photograph particulars of work

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.

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4.21 इंजीनियर दवारा निर्णीत न्यासी मंडल के खर्च पर संविदाकार, इंजीनियर या संविदाकार दवारा उसके प्रतिनिधि के निदेश के अन्सार न्यासी मंडल दवारा नियुक्त किसी अन्य बाहरी संविदाकार और उनके कामगारों, न्यासी मंडल के अपने स्टाफ एवं कार्य-स्थल को स्विधाएं प्रदान पर या उसके आसपास के अन्य सार्वजनिक निकाय के श्रमिकों को सभी किया जाना युक्तियुक्त स्विधाएं और सहयोग प्रदान करेगा तथा इसमें चूक होने पर संविदाकार ऐसी चूक के कारण होनेवाली किसी देरी या उपगत किए गए किसी व्यय के लिए न्यासी मंडल के प्रति उत्तरदायी होगा ।

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

Contractor to provide facilities to outsiders

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संविदाकार द्वारा इस प्रकार कार्य किया जाना है जिससे नौ-यातायात तथा जल-4.22 स्थल यातायात में न्यूनतम बाधा आए।

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

कार्य के कारण यातायात संचलन में न्यूनतम आना

Work to cause minimum possible hindrance to

traffic movement

संविदाकार दवारा निर्माण-स्थल पर लाए जानेवाले निर्माण संबंधी सभी संयंत्र, 4.23 अस्थायी कल-पूर्जे एवं सामग्री न्यासी मंडल की संपत्ति मानी जाएंगी और संयंत्र एवं उपकरण संतोषजनक रूप से काम होने तक उनपर न्यासी मंडल का धारणाधिकार बना रहेगा तथा केवल इंजीनियर या उसके प्रतिनिधि की लिखित अनुमति से ही का धारणाधिकार उन्हें कार्यस्थल से अंशतः या पूर्णतः हटाया जा सकता है।

संविदाकार पर न्यासी मंडल

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

Trustees' lien on Contractor's Plant Equipment.

- 5.0 कार्य का आरम्भ, निष्पादन तथा पूरा किया जाना COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- संविदाकार की निविदा/प्रस्ताव का न्यासी मंडल दवारा स्वीकार किए जाने की कार्य आरंभ करने 5.1 सूचना संबंधी इंजीनियर के पत्र की प्राप्ति से 7 दिनों के भीतर या निविदा फार्म का प्रारंभिक समय

में संविदाकार द्वारा यथाउल्लिखित ऐसे प्राथमिक समय या न्यासी मंडल तथा प्रगति दवारा स्वीकृत समय के भीतर संविदाकार कार्य आरंभ करेगा । उसके बाद सतत् इंजीनियर या उसके प्रतिनिधियों दवारा अभिव्यक्त रूप से मंजूर किए जाने या रखना। आदेश दिए जाने के सिवाय संविदाकार कार्य को सम्चित शीघ्रता से और विलम्ब किए बिना आगे बढाएगा तथा संविदाकार की ओर से समय को ही संविदा का सार माना जाएगा।

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

Preliminary time to commence work and maintenance of steady rate progress

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5.2 संविदाकार कार्यस्थल पर या उसके नजदीक एक उपयुक्त कार्यालय मुहैया कार्यस्थल कराएगा और उसे अन्रक्षित करेगा जहाँ इंजीनियर के प्रतिनिधि संविदाकार के उपयोग के लिए पत्र एवं अन्देश भेज सकते हैं।

पर संविदाकार का कार्यालय

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 Contractor.

Contractor's site office

जबतक संविदा में अन्यथा उल्लेख न किया गया हो या इंजीनियर से पूर्व संविदाकार 5.3 अनुमति न ली गई हो तबतक संविदाकार ज्वार संबंधी कार्य के कारण या न्यासी मंडल कार्य की सुरक्षा के लिए आवश्यक होने के सिवाय इंजीनियर के प्रतिनिधि कार्य-समय द्वारा पालन किए जानेवाले कार्य-समय और न्यासी मंडल की व्यवस्था में पालन किया जाना पालन किए जानेवाले रविवार एवं छुट्टियों के दिन कार्य निष्पादित नहीं करेगा। यदि कार्य की प्रगति कार्यक्रम से पीछे रह जाए या संविदाकार के किसी कार्य या उपेक्षा के कारण कार्य खतरे में पड जाए तो इंजीनियर या उसके प्रतिनिधि के आदेश पर संविदाकार अपने खर्च पर दिन-रात एवं रविवार और सार्वजनिक छुट्टियों के दिन कार्य करेगा। ऐसा आदेश पारित करने में इंजीनियर या उसके प्रतिनिधि की चूक संविदाकार को उसकी किन्हीं बाध्यताओं से मुक्त नहीं करेगी। इस संबंध में इंजीनियर का विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा ।

के का

Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not Contractor to observe Trustees'

execute the work beyond the working hours observed by the working hours 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.

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जीसी-15

जबतक संविदा में अन्यथा अन्बद्ध न हो तबतक कार्य के लिए अपेक्षित इंजीनियर या उसके 5.4 सभी सामग्री का प्रबंध एवं आपूर्ति संविदाकार द्वारा इंजीनियर या उसके प्रतिनिधि प्रतिनिधि के अनुमोदन से तथा इंजीनियर या उसके प्रतिनिधि दवारा बाद में की जा सकनेवाली जांच के अध्यधीन की जाएगी। इस प्रकार की किन्हीं सामग्री को स्वीकार करने में इंजीनियर अपने एकमात्र विवेकाधिकार का प्रयोग करेगा ।

Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the the approval of the contractor with Engineer 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.

की अपेक्षान् सार संविदाकार दवारा सभी सामग्री आपूर्ति किया जाना

Contractor to all supply materials as per requirement of the Engineer or his representative

5.5 जबतक संविदा में अन्यथा अन्बद्ध न हो तबतक सभी सामग्री, शिल्प तथा सामग्री और शिल्प माप लेने की पद्धति भारतीय मानक ब्यूरो की सूसंगत संहिता (नवीनतम संशोधन) और इंजीनियर या उसके प्रतिनिधि के लिखित अन्देशों के अनुसार होंगी । यदि संविदा में कोई निर्दिष्ट संदर्भ उपलब्ध न हो तो सामग्री एवं शिल्प इंजीनियर की तुष्टि के अनुरूप अपने वर्ग में सर्वश्रेष्ठ होंगे।

Unless stipulated otherwise in the contract all materials,

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

5.6 जब भी अपेक्षित हो, संविदाकार की लागत पर नमूना तैयार किया जाएगा तथा इंजीनियर या उसके प्रतिनिधि के समक्ष अनुमोदन हेतु पेश किया जाएगा ।

5.7

अनुमोदन हेतु नम्ना प्रस्तुत किया जाना Contractor to submit samples

for approval

दवारा

संविदाकार

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.

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जबतक संविदा में अन्यथा अनुबद्ध न हो तबतक कार्य में परिनियोजित किन्हीं सामग्री या शिल्प की बाबत इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षित किसी जांच के खर्च का वहन संविदाकार द्वारा किया जाएगा । 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.

संविदाकार द्वारा अपने खर्च पर सभी जांच की व्यवस्था किया जाना। Contractor to arrange all testing at his own cost.

5.8 संविदा के अनुसार न्यासी मंडल द्वारा संविदाकार को किन्हीं सामग्री की आपूर्ति के संबंध में निम्नलिखित शर्तें लागू होंगी-

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

(क) संविदाकार अपने ख़र्च पर न्यासी मंडल के भंडार से सामग्री ढोने, उनकी पहरेदारी करने, उनका भंडारण करने, उन्हें अपनी सुरक्षित अभिरक्षा में रखने, इंजीनियर या उसके प्रतिनिधि द्वारा यथापेक्षित रूप में उनके उपभोग का विवरण प्रस्तुत करने, इंजीनियर या उसके प्रतिनिधि के निदेशानुसार अतिरिक्त और खाली कंटेनर को न्यासी मंडल के भंडार को वापस करने की व्यवस्था करेगा।

संविदाकार द्वारा न्यासी मंडल की सामग्री का हिसाब रखा जाना तथा उनकी देखरेख किया जाना

(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

The Contractor shall account for and look

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.

Trustees' materials

the

(ख) न्यासी मंडल की सामग्री का अभिरक्षक होने के नाते संविदाकार को जारी की गई किन्हीं सामग्री के लिए वह एकमात्र उत्तरदायी बना रहेगा न्यासी तथा "अपवादित जोखिम" से भिन्न किसी कारण से उन्हें होनेवाली किसी की सामग्री को हुई हानि या क्षति के लिए संविदाकार, इंजीनियर द्वारा विनिश्चय किए गए हानि या क्षति की रूप में न्यासी मंडल की पूर्ति करेगा और किसी भी स्तर पर लिखित रूप में पूर्ति किया जाना उसकी अन्मति के बिना ऐसी किसी सामग्री को कार्यस्थल से नहीं हटाएगा या हटवाएगा ।

दवारा मंडल

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(b) Being the custodian of the Trustees' materials, 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 permission in writing.

Contractor to compensate for loss and damage to Trustees' materials

(ग) साधारणतः न्यासी मंडल की सामग्री की आपूर्ति चरणों में और कार्य न्यासी की प्रगति-दर के अनुसार परंतु इंजीनियर द्वारा यथानिणींत कार्य के समापन-समय के उपयुक्त विस्तार की स्वीकृति के सिवाय की जाएगी। की सामग्री उसे आपूरित किए जाने में संविदाकार, न्यासी मंडल होनेवाली किसी देरी के लिए किसी अन्य प्रतिकर, आर्थिक या अन्यथा, का हकदार नहीं होगा । तथापि, संविदाकार समय-समय पर इंजीनियर को ऐसी सामग्री की अपनी अपेक्षा के बारे में संसूचित करेगा।

(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

मंडल सामग्री की आपूर्ति में देरी होने पर संविदाकार कार्य के केवल के समापन-समय विस्तार का हकदार होना Delay in supply Trustees' materials will only entitle the Contractor for extension of

Contractor shall, however, communicate his requirement of completion time of work such materials to the Engineer from time to time.

जीसी/GC-16

(घ) जबतक संविदा में अन्यथा अन्बद्ध न किया गया हो तबतक संविदाकार सामान्य को जारी की गई न्यासी मंडल की सामग्री के मूल्य की वसूली संविदाकार परिस्थितियों के बिलों और/या उसकी किसी अन्य देयराशियों से आनुक्रमिक रूप से कार्य संविदाकार में उसके उपभोग के अनुसार और/या इंजीनियर या उसके प्रतिनिधि दवारा निर्णीत रूप में तथा संविदा में अनुबद्ध दर/दरों पर की जाएगी। संविदाकार द्वारा केवल अपनी निविदा/प्रस्ताव तैयार करते समय इन दरों पर विचार किया जाएगा और यदि भविष्य में इंजीनियर के लिखित आदेश पर संविदाकार से ऐसी कोई सामग्री की खरीद करने एवं प्रदान अपेक्षा की जाती है जिसकी समय पर आपूर्ति करने में वह विफल रहता है तो ये उसमें वृद्धिपरिवर्तन किए जाने का आधार होंगी।

में से मंडल के मूल्य की वसूली

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

Recovery from Contractor for Trustees' materials under normal circumstances

(ङ) यदि इंजीनियर यह तय करता है कि संविदाकार की उपेक्षा के कारण अन्य परिस्थितियों संविदाकार को जारी की गई न्यासी मंडल की कोई सामग्री (i) खो या में संविदाकार क्षतिग्रस्त हो जाती है, (ii) आवश्यकता से अधिक उपभोग की जाती है तथा न्यासी (iii) संविदाकार दवारा सामान्य बर्बादी से अधिक बर्बाद की जाती है तो उसके मूल्य की वसूली,निम्नलिखित में से जो भी अधिक हो उसपर 19^{1/4} जोडकर संविदाकार के बिल से या उसको देय अन्य राशियों से की जाएगी -

मंडल मूल्य की वसूली

- (1) न्यासी मंडल के भंडार को जारी सामग्री की दर एवं
- (2) इंजीनियर दवारा यथानिर्धारित जारी किए जाने की तारीख को सामग्री का बाजार मूल्य।

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

Recovery from
Contractor for
Trustees'
materials under
other
circumstances.

- (1) The issue rate of the materials at the Trustees' Stores and
- (2) The market price of the material on the date of issue as would be determined by the Engineer.

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इंजीनियर या उसके प्रतिनिधि को किसी सामग्री या कार्य को किसी भी 5.9 समय निरीक्षण करने और किसी भी समय निम्नलिखित आदेश देने की शक्ति होगी -(i)किसी ऐसी सामग्री को कार्य-स्थल से हटाने का, जो उसकी राय में संविदा या इंजीनियर या उसके प्रतिनिधि के अन्देश के अनुसार नहीं है, (ii) सम्चित और उपयुक्त सामग्री को प्रतिस्थापित करने का, या (iii) किसी कार्य के निवारण या सम्चित निष्पादन का, जो सामग्री एवं कारीगरी की बाबत संविदा या इंजीनियर के अनुदेश के अनुसार नहीं है। संविदाकार ऐसे आदेश का अनुपालन अपने खर्च पर और आदेश में अनुबद्ध समय के भीतर करेगा। यदि संविदाकार इसका अन्पालन करने में चूक करता है तो इंजीनियर ऐसी किन्हीं सामग्री का निपटान करने तथा संविदाकार को 7 दिन की पूर्व नोटिस लिखित रूप में देने के बाद संविदाकार की जोखिम एवं खर्च पर किसी बाहरी एजेंसी को नियुक्त कर की सुविधानुसार किसी कार्य को फिर से कराने के लिए न्यासी मंडल स्वतंत्र होगा।

इंजीनियर या उसके प्रतिनिधि को अस्वीकार्य सामग्री/ कार्य को संविदाकार द्वारा प्रतिस्थापित किया जाना

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

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

contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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5.10 इंजीनियर या उसके प्रतिनिधि के अनुमोदन के बिना संविदाकार द्वारा किसी कार्य को आवृत्त एवं दृष्टि से ओझल नहीं किया जाएगा और उसके द्वारा अपेक्षित होने पर संविदाकार कार्य के किन्हीं अंश को अनावृत्त करेगा तथा समय-समय पर इंजीनियर या उसके प्रतिनिधि द्वारा दिए जा सकनेवाले निदेश के अनुसार उसमें या उसके जरिए द्वारक बनाएगा और कार्य के इस प्रकार प्रभावित अंश को इंजीनियर की तृष्टि के अनुरूप संविदाकार के खर्च

पर प्रतिस्थापित या प्रतिपूर्ति करेगा ।

यदि प्रारंभिक आच्छादन इंजीनियर या उसके प्रतिनिधि के पूर्व लिखित आदेश के अनुसार किया गया हो तो इंजीनियर द्वारा यथानिर्धारित ऐसे खर्च की प्रतिपूर्ति न्यासी मंडल दवारा की जाएगी।

No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the

कार्य के किसी भाग को आच्छादित करने के पूर्व संविदाकार द्वारा इंजीनियर या उसके प्रतिनिधि का अनुमोदन प्राप्त किया जाना

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

जीसी/GC-17

5.11

इंजीनियर या उसके प्रतिनिधि के लिखित आदेश पर संविदाकार कार्य को उसके प्रति तबतक रोककर या लंबित रखेगा जबतक उसे कार्य-निष्पादन दुबारा आरंभ आदेश करने का लिखित आदेश प्राप्त न हो जाए । इस प्रकार के स्थगन के संविदाकार दौरान संविदाकार कार्य को इंजीनियर या उसके प्रतिनिधि की तुष्टि के कार्य को अनुरूप सुरक्षित और संरक्षित रखेगा। ऐसे आदेश को प्रभावी करने पर हुए रखा जाना अतिरिक्त व्यय पर न्यासी मंडल द्वारा विचार किया जाएगा जबतक ऐसा आस्थगन -

इंजीनियर या उसके प्रतिनिधि के आदेश पर संविदाकार द्वारा कार्य को स्थगित

- (क) संविदा में अन्यथा उपबंधित न हो, या
- (ख) संविदाकार की ओर से कुछ किमयों के कारण आवश्यक न हो, या
- (ग) कार्य-स्थल पर जलवायु-संबंधी स्थिति के कारण आवश्यक न हो, या

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(घ) कार्य के समुचित निष्पादन या कार्य या उसके किसी अंश की सुरक्षा हेतु आवश्यक न हो।

इंजीनियर ऐसे अतिरिक्त भुगतान का निपटान और निर्धारण और/या संविदाकार को अनुज्ञात समापन-अविध का ऐसा विस्तार करेगा जो इंजीनियर की राय में उचित एवं युक्तियुक्त हो तथा वह अंतिम और संविदाकार पर बाध्यकारी होगा।

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,

Contractor to suspend work on Order from Engineer or his Representative unless such suspension is -

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

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

5.11.1 यदि कार्य आरंभ होने के पहले या बाद में न्यासी मंडल संविदागत पूरे कार्य की अपेक्षा नहीं करते हैं तो इंजीनियर लिखित रूप में उसकी सूचना संविदाकार को देगा और संविदाकार उसके अनुपालन में आगे कार्य को रोक देगा। संविदाकार अप्राप्त लाभ या कार्य के ऐसे अपिरपक्व स्थगन या मूल विनिर्देश, आरेखन, डिजाइन एवं अनुदेश में इंजीनियर द्वारा किए गए किसी परिवर्तन के कारण मूल आशयित कार्य में कटौती मद्धे किसी क्षतिपूर्ति लिए कोई दावा करने का हकदार नहीं होगा।

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

5.12 जब संपूर्ण कार्य इंजीनियर की तुष्टि के अनुरूप पूरा हो जाता है और कार्य पूर्ण करने संविदा में विहित किसी अंतिम जांच में पास हो जाता है तब संविदाकार संबंधी प्रमाण-पत्र- अपना आवेदन इंजीनियर को दिए जाने के 21 दिनों के भीतर उससे इसके जी.सी.1

साथ संलग्न फार्म जी.सी.1 में कार्य पूर्ण होने का प्रमाण-पत्र प्राप्त करने का हकदार होगा। यदि क्ल कार्य का कोई अंश इंजीनियर की तुष्टि के अन्रूप पूरा हो जाता है और न्यासी मंडल दवारा उसे अधिगृहीत कर लिया जाता है और/या उसका उपयोग किया जाता है तो संविदाकार आवेदन पर फार्म जी.सी.1 में ऐसा आंशिक पूर्णता प्रमाणपत्र प्राप्त करने का हकदार होगा जिसमें इसके दवारा कवर किए गए कार्य का अंश विनिर्दिष्ट हो जिससे कि जहां तक कार्य के पूर्ण अंश का संबंध है, संविदा की अन्रक्षण अविध के दौरान,यदि कोई हो,संविदाकार की देयता ऐसे प्रमाणपत्र में उल्लिखित तारीख से आरंभ होगी।

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

Certificate-G.C.1.

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- भुगतान की शर्तें /TERMS OF PAYMENT : 6.0
- कार्य के अंतिम या तृष्टिप्रद समापन और इंजीनियर द्वारा प्ररूप प्ररूप जी.सी.-2 में 6.1 जी.सी.-2 में अंतिम समापन प्रमाणपत्र दिए जाने तक कार्य की बाबत कोई भी राशि संविदाकार दवारा अर्जित या उसे देय नहीं समझी किए जाने सभी जाएगी।

प्ररूप जी.सी.-2 में प्रमाणपत्र जारी किए जाने के पूर्व खाते में किए गए भ्गतान को,यदि कोई हों, केवल अग्रिम माना जाएगा जो संविदाकार की अपूर्ण संविदागत स्थिति के,यदि कोई हो,संदर्भ में इंजीनियर दवारा विनिश्चित किए जाने पर पूर्णतः या अंशतः वसूलीयोग्य होगी।

जारी तक अंतरिम भ्गतान अग्रिम हैं

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.

payments are till advances issue of Certificate in Form G.C.2

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

न्यासी मंडल की माप पुस्तिका में यथा अभिलिखित वास्तविक कार्य सहमत दरों पर 6.2 के माप के आधार पर और,यथास्थिति, स्वीकृत, निविदाकृत या माप के आधार पर सहमत दरों पर, संविदा में अन्यथा उपबंधित के सिवाय और संविदाकार भुगतान की ओर से कार्यक्षेत्र में किसी परिवर्तन या लोप के लिए इंजीनियर दवारा विनिश्चित किसी अन्य दर पर केवल संविदाकार को सभी भगतान किए जाएंगे।

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

Payment on basis of the measurements agreed rates.

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रु. 50,000/- से अधिक के संस्वीकृत निविदा मूल्य के कार्य या ऐसे लेखागत अदायगी 6.3 कार्य के लिए,जिसकी प्रारंभिक अनुबद्ध समापन अवधि 4 महीने या की सीमा उससे अधिक हो, इंजीनियर या उसके प्रतिनिधि के विवेकाधिकार पर उसके द्वारा उपयुक्त एवं न्यायोचित समझे जानेवाले अंतराल पर लेखागत अदायगी की जा सकती है । परंतु यह हमेशा कि संविदा मूल्य के संदर्भ में पर्याप्त मूल्य के कार्य के निष्पादन के अध्यधीन ऐसी लेखागत अदायगी के अंतराल के बारे में इंजीनियर या उसके प्रतिनिधि दवारा निर्णय किया जाएगा जो साधारणतः लेखागत बिल और/या अग्रिम अदायगी के लिए दो भ्गतानों के बीच 1 महीने से कम नहीं होगा।

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 sat

Limitation for account payment

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.

निष्पादित कार्य की माप इंजीनियर के प्रतिनिधि दवारा उत्तरोत्तर ली माप 6.4 जाएगी तथा उसके और/या इंजीनियर दवारा उपयुक्त एवं उचित समझे अभिलिखित करना जानेवाले अंतराल पर न्यासी मंडल की माप पुस्तिका में दर्ज की जाएगी। इस प्रकार की माप के समय संविदाकार या सम्यक रूप से अधिकृत उसका प्रतिनिधि या एजेंट उपस्थित रहेगा और इंजीनियर के प्रतिनिधि दवारा यथापेक्षित हर प्रकार से उसकी मदद करेगा। ली गई माप को माप-प्स्तिका में दर्ज किए जाने के बाद संविदाकार या उसका एजेंट ऐसी माप की समाप्ति पर माप-प्स्तिका में संविदाकार की रबड़ की मोहर पर ऊपर अभिलिखित एवं ऐसे हस्ताक्षर के पूर्व की गई ऐसी सभी माप की स्वीकृति के प्रमाणस्वरूप हस्ताक्षर करेगा। यदि संविदाकार या उसका एजेंट, इंजीनियर के प्रतिनिधि से प्राप्त लिखित सूचना के 3 दिनों के बाद भी सहभागिता करने में चूक करता है तो इंजीनियर के प्रतिनिधि दवारा माप को एकपक्षीय रूप में लिया जाएगा और वे संविदाकार को मान्य होंगे।

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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 wend of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded

Recording of measurements

above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

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कार्य की मात्रा और माप-प्स्तिका में अभिकलित उसके मूल्य के संविदाकार द्वारा 6.5 आधार पर संविदाकार बिल को इंजीनियर दवारा अनुमोदित प्रोफ़ार्मा अपना बिल तैयार में टंकित करेगा और उसकी चार प्रतियों पर स्वयं या अपने एवं प्रस्तुत किया अधिकृत एजेंट की मोहर लगाकर एवं उसपर सम्यक रूप से हस्ताक्षर करके उन्हें इंजीनियर के प्रतिनिधि के समक्ष प्रस्तृत करेगा। इंजीनियर या उसका प्रतिनिधि अपने पूर्ण विवेकाधिकार से न्यासी मंडल के स्तर पर बिल की जांच एवं लेखा-परीक्षा किए जाने के समय बिल के प्रति समायोजन के अध्यधीन उक्त बिल की "शुद्ध देय" राशि के 75% से अनधिक राशि की सीमा तक बिल के प्रति अग्रिम भ्गतान की अनुमति देगा। मापप्स्तिका संविदाकार को सौंपी नहीं जाएगी;परंत् बिल टंकित करने के लिए वह मात्रा, राशि एवं वसूली का सार प्राप्त करेगा।

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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

Contractor to prepare and submit his bills

Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

6.6 इंजीनियर या उसके प्रतिनिधि के विवेकाधिकार पर और केवल स्वीकृत प्रस्ताव/जहाँ निविदा में अंकित मूल्य की प्राक्कित राशि रु.2,00,000/- या उससे अधिक हो, की बाबत संविदाकार द्वारा खरीदी गई एवं कार्य-स्थल पर लाई गई किसी सामग्री के मूल्य के 75% की सीमा तक अग्रिम भुगतान किया जा सकता है। परंतु यह हमेशा कि -

खराब न होनेवाली सामग्रियों के प्रति अग्रिम भुगतान

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

Advance payment against Nonperishable materials

(i) उक्त सामग्री इंजीनियर या उसके प्रतिनिधि की राय में खराब न होनेवाली प्रकृति की हो,

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

(ii) ऐसी सामग्री के मूल्य का निर्धारण इंजीनियर या उसके प्रतिनिधि द्वारा अपने विवेकाधिकार से किया जाएगा,

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the value of such materials shall be assessed by the engineer or his Representative at their own discretion,

- (iii) संविदाकार के साथ एक औपचारिक करार किया जाता है जिसके अधीन संविदाकार की सामग्री पर न्यासी मंडल का धारणाधिकार सुरक्षित रहता है,
- a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) संविदाकार द्वारा कार्यनिष्पादन के स्थगन के कारण या अन्यथा सामग्री को होनेवाली हानि, कमी और दुरुपयोग से सामग्री

की रक्षा संविदाकार दवारा की जाती है।

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) गोदी में न्यासी मंडल के सुरक्षित क्षेत्र के भीतर ऐसी सामग्री के भंडारण की दशा में संविदाकार, न्यासी मंडल को स्वीकार्य प्रोफ़ार्मा में और ढंग से एक क्षतिपूर्ति-पत्र प्रस्तुत करेगा जिसके द्वारा संविदाकार किसी भी कारण से ऐसी सामग्री को होनेवाली हानि/क्षिति के कारण होनेवाली सभी वित्तीय हानि/क्षिति के प्रति न्यासी मंडल की क्षतिपूर्ति करेगा।

in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

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(vi) न्यासी मंडल के सुरिक्षित क्षेत्र के बाहर ऐसी सामग्री के भंडारण की दशा में संविदाकार, न्यासी मंडल को स्वीकार्य प्रोफ़ार्मा में और ढंग से न्यासी मंडल के पक्ष में अग्रिम की राशि के समान राशि की एक अप्रतिसंहरणीय बैंक गारंटी इंजीनियर के समक्ष प्रस्तुत करेगा। न्यासी मंडल को स्वीकार्य, यथास्थिति, किसी राष्ट्रीयकृत बैंक या अनुसूचित वाणिज्य बैंक की कलकत्ता/हिन्दिया शाखा द्वारा गारंटी जारी की जाएगी और वह कार्य में ऐसी सामग्री के उपभोग की अनुमानित अविध तक वैध रहेगी। जबतक न्यासी मंडल की ओर से इंजीनियर की पूर्व लिखित अनुमित से बैंक गारंटी की वैधता को विस्तारित नहीं करता है तबतक बैंक गारंटी दवारा जारीकर्ता बैंक,

गारंटी की वैधता की समाप्ति की तारीख को न्यासी मंडल को गारंटीकृत राशि के स्वतः भ्गतान का वचन देगा।

in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and remain valid till the anticipated 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) सामग्री के उपभोग पर उपभोग की मात्रा के आधार पर संविदाकार के बिलों या अन्य देयराशियों से अग्रिम राशि उत्तरोतर वसूलीयोग्य होगी । अग्रिम की पूरी वसूली के बाद न्यासी मंडल की ओर से इंजीनियर द्वारा सम्यक् रूप से हस्ताक्षरित उप-खंड (v) एवं (vi) में यथावर्णित क्षतिपूर्ति बंधपत्र / बैंक गारंटी संविदाकार को वापस कर दी जाएगी।

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

6.7 यदि इंजीनियर या उसके प्रतिनिधि द्वारा भुगतान के लिए दुबारा गलत और प्रमाणित किया जाता है या न्यासी मंडल द्वारा संविदाकार के किसी अत्यधिक खाते में दुबारा भुगतान किया जाता है तो इंजीनियर या उसके भुगतान की प्रतिनिधि का कोई प्रमाणपत्र संविदाकार से पुनर्भुगतान प्राप्त करने से वस्ली न्यासी मंडल को नहीं रोकेगा या संविदाकार को संरक्षित नहीं करेगा।

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

6.8 विवाद के कारण या अन्यथा या अंतरिम या अंतिम भ्गतान में न्यासी मंडल की ओर से हुई किसी देरी के लिए या अन्यथा न्यासी ब्याज मंडल से संविदाकार को देय हो सकनेवाले किसी धन या शेष राशि या बैंक गारंटी की बाबत किसी स्तर पर ब्याज के लिए कोई दावा संविदाकार को अन् ज्ञेय या देय नहीं होगा ।

संविदाकार को अन् ज्ञेय

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

Interest not admissible to

- 7.0 फेरफार और इसका मूल्यांकन **VARIATION AND ITS VALUATION:**
- निविदा के परिमाण बिल में उपवर्णित परिमाण को कार्य का अन्मानित निविदा के 7.1 परिमाण माना जाएगा और उसे संविदाकार दवारा संविदा के अधीन परिमाण बिल में उसकी बाध्यता की पूर्ति में उसके दवारा निष्पादित किए जानेवाले कार्यों परिमाण का वास्तविक एवं सही परिमाण कभी नहीं समझा जाएगा ।

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

7.2 इंजीनियर को कार्य या उसके किसी अंश के परिमाण, गुणवत्ता या कार्य में फेरफार की रूप में ऐसा फेरफार करने के लिए संविदाकार को लिखित रूप में करने इंजीनियर की आदेश देने की शक्ति होगी जो उसकी राय में आवश्यक हो तथा शक्ति संविदाकार ऐसे आदेश की प्राप्ति पर निम्नान्सार कार्य करेगा: Engineer's The Engineer shall have the power to order the power to vary Contractor in writing to make any variation of

quantity, quality or form of the works or any part thereof the works that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

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- (क) संविदा में शामिल किसी कार्य के परिमाण को बढा या घटा सकता 7.2 है।
 - (a) Increase or decrease the quantity of any work included in the contract.
 - (ख) संविदा में शामिल किसी कार्य को छोड़ सकता है
 - (b) Omit any work included in the contract.
 - (ग) संविदा में शामिल किसी कार्य की प्रकृति, गुणवत्ता या प्रकार में परिवर्तन कर सकता है।
 - (c) Change the Character or quality or kind of any work included in the contract.
 - (घ) कार्य के किसी अंश के स्तर,पद्धति,स्थिति एवं आयाम में परिवर्तन कर सकता है।
 - (d) Change the levels, lines, position and dimensions of any part of the work, and

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- (ङ) कार्य को पूर्ण करने के लिए आवश्यक अधिक एवं किसी प्रकार का अतिरिक्त कार्य निष्पादित कर सकता है।
- (e) Execute extra and additional work of any kind necessary for completion of the works
- ऐसा फेरफार किसी भी प्रकार से संविदा को निष्फल या अवैध नहीं इंजीनियर 7.3 करेगा या उसे संविदा का प्रतिसंहरण नहीं माना जाएगा परंतु इंजीनियर किया के एकमात्र विनिश्चय के अनुसार मूल्यांकित ऐसे सभी फेरफार पर विचार किया जाएगा तथा संविदा मूल्य में तदनुसार फेरफार किया को निष्फल नहीं जाएगा।

No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the

दवारा गया फेरफार संविदा करता है Variation by engineer do

not vitiate the

value (if any) of all such variations evaluated in accordance contract with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

परंतु यह हमेशा कि यदि ऐसी बढ़ोत्तरी या कमी इस खंड के अधीन जहाँ फेरफार के 7.4 दिए गए किसी फेरफार आदेश का परिणाम नहीं बल्कि बिल के परिमाण लिखित में यथाकथित परिमाण से अधिक या कम होने का परिणाम है तो कार्य की जरूरत नहीं है के परिमाण में 15% तक की बढ़ोत्तरी या कमी के लिए इंजीनियर का लिखित आदेश अपेक्षित नहीं होगा। परंतु यह भी कि इंजीनियर दवारा दिए गए फेरफार के मौखिक आदेश का अनुपालन संविदाकार दवारा किया जाएगा और इंजीनियर द्वारा बाद में ऐसे मौखिक आदेश की लिखित रूप में की गई पृष्टि को इस खंड के अर्थांतर्गत लिखित रूप में दिया गया आदेश माना जाएगा।

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

for variation is not needed

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- (क) संविदाकार तबतक अधिक या अतिरिक्त कार्य के लिए कोई दावा करने 7.5 का हकदार नहीं होगा जबतक वे इंजीनियर के लिखित आदेश के अधीन न किए गए हों।
 - (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.
 - (ख) इंजीनियर के आदेश से किए गए किसी अधिक कार्य या छोड़े गए कार्य की बाबत निविदा में उल्लिखित राशि में जोडी जानेवाली या कटौती की जानेवाली राशि का (यदि कोई हो) अवधारण एकमात्र इंजीनियर करेगा । (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

अधिक अतिरिक्त,या छोड दिए गए कार्य या प्रतिस्थापित कार्य के लिए भुगतान, इंजीनियर की शक्तियाँ **Payment** for extra or additional, omitted work or substituted work, Engineer's

order. powers

(ग) इंजीनियर के आदेश से किए गए सभी अधिक, अतिरिक्त या प्रतिस्थापित कार्य या छोड़ दिए गए कार्य का मूल्यांकन संविदा में उपवर्णित मूल्य के आधार पर, यदि इंजीनियर की राय में वह लागू हो, किया जाएगा। यदि संविदा में अधिक, अतिरिक्त या प्रतिस्थापित कार्य पर सीधे लागू कोई दर या मूल्य अंतर्विष्ट नहीं रहता है तो इंजीनियर स्वीकृत संविदागत प्रतिशत पर, यदि कोई हो, सम्यक् रूप से ध्यान देते हुए न्यासी मंडल द्वारा अंगीकृत दर-अनुसूची के (निविदा स्वीकार करने के समय प्रवृत्त अधिभार सहित),यदि कोई हो, आधार पर उपयुक्त दरों के बारे में निर्णय ले सकता है। अन्य मामलों में इंजीनियर अकेले अपने द्वारा उचित एवं युक्तियुक्त समझे गए रूप में उपयुक्त दर अवधारित करेगा तथा उसका विनिश्चय अंतिम,बाध्यकारी एवं निश्चायक होगा।

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

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- (घ) यदि संपूर्ण संविदागत कार्य या उसके किसी अंश की प्रकृति या मात्रा के सापेक्ष किसी लोप या परिवर्धन की प्रकृति या मात्रा ऐसी हो जिससे इंजीनियर की राय में कार्य की किसी मद के लिए संविदा में अंतर्विष्ट मूल्य की दर या इस खंड के उप-खंड (ख) एवं (ग) के अधीन यथा मूल्यांकित दर ऐसे लोप या परिवर्धन के कारण अनुचित या अप्रयोज्य हो जाए तो इंजीनियर ऐसी दर या मूल्य नियत करेगा जैसा वह उचित समझे तथा इंजीनियर का विनिश्चय अंतिम,बाध्यकारी एवं निश्चायक होगा।
- 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 such omission or addition reason of unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

- 8.0 समापन समय में विलंब/उसका विस्तार/परिनिर्धारित न्कसानी / संविदा की समाप्ति
 - DELAY / EXTENSION OF COMPLETION TIME LIQUIDATED DAMAGE / TERMINATION OF CONTRACT
- यदि किसी प्रकार के अधिक या अतिरिक्त कार्य या संविदा के अनुसार समापन-समय का 8.1 आपूरित की जानेवाली न्यासी मंडल की सामग्री की विलंबित उपलब्धता विस्तार या आपवादिक रूप से प्रतिकृल मौसमी स्थिति एवं प्राकृतिक घटना या हड़ताल, तालाबंदी, सिविल अशांति या संविदाकार के नियंत्रण से परे किसी प्रकार की अन्य विशेष परिस्थिति के कारण कार्य पूरा होने में विलंब होता है तो उक्त कारण के घटित होने के 7 दिनों के भीतर संविदाकार समापन समय के उपयुक्त विस्तार के लिए लिखित रूप में इंजीनियर के पास आवेदन देगा और तब इंजीनियर कथित कारणों पर उस रीति से विचार करेगा जैसा आवश्यक समझा जाए तथा या तो आवेदन को खारिज करेगा या अवधारित करेगा एवं संविदाकार पर

"परिनिर्धारित न्कसानी" खंड (इसकी सं 8.3) के अधिरोपण सहित या उसके बिना कार्य पूर्ण करने के लिए लिखित रूप में ऐसी विस्तार अवधि अन् ज्ञात करेगा जैसा वह उचित समझे तथा उसका विनिश्चय अंतिम और संविदाकार पर बाध्यकारी होगा । यदि परिनिर्धारित नुकसानी अधिरोपित किए बिना इंजीनियर द्वारा समापन-समय का विस्तार मंजूर किया जाता है तो यथा उपर्युक्त जबतक कि इंजीनियर दवारा संसूचित विनिश्चय में अन्यथा कथित न किया गया हो, विस्तारित समय के भीतर कार्य पूरा न होने की स्थिति में खंड सं 8.3 में यथावर्णित परिनिर्धारित नुकसानी इसकी समाप्ति की तारीख से लागू होगी।

Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other

completion time

Extension

special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time. unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

8.2 (क) यदि संविदाकार अनुबद्ध तारीख के भीतर या इंजीनियर द्वारा लिखित न्यासी रूप में यथासंस्चित उसके विस्तार तक कार्य को पूरा करने में चूक करता को है तो संविदाकार दंड के रूप में नहीं बल्कि क्षतिपूर्ति (पिरिनिर्धारित पिरिन नुकसानी) के रूप में न्यासी मंडल को कार्य अपूर्ण रहनेवाले प्रत्येक सप्ताह नुकसा या उसके भाग के लिए निविदा/प्रस्ताव संबंधी स्वीकृति पत्र में अन्य यथाउल्लिखित कार्य के कुल मूल्य के ½%(आधे प्रतिशत) का भुगतान करेगा। परंतु यह हमेशा कि ऐसी क्षतिपूर्ति की राशि कार्य के उक्त मूल्य के 10% से अधिक नहीं होगी। पिरिनिर्धारित नुकसानी की राशि का अवधारण इंजीनियर दवारा किया जाएगा जो अंतिम और बाध्यकारी होगा।

न्यासी मंडल को देय 'परिनिर्धारित नुकसानी' एवं अन्य क्षतिपूर्ति

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

'Liquidated

Damage' and other compensation due to Trustees

(ख) न्यासी मंडल को उनके विधिक अधिकारों पर कोई प्रतिकूल प्रभाव डाले बिना इस खंड के उप-खंड में उल्लिखित उक्त प्रतिकर / क्षतिपूर्ति राशि को संविदाकार को देय या देय होनेवाली राशि से वसूल करने का अधिकार होगा । उक्त प्रतिकर/क्षतिपूर्ति राशि के भूगतान या कटौती से संविदाकार कार्य पूरा करने की अपनी बाध्यता या संविदा के अधीन अपनी अन्य बाध्यताओं / दायित्वों से मुक्त नहीं होगा तथा संविदाकार की विफलता के मामले में इंजीनियर के पूर्ण विवेकाधिकार से उक्त कार्य इंजीनियर या उसके प्रतिनिधि दवारा संविदाकार को लिखित रूप में

न्यूनतम तीन दिन की नोटिस दिए जाने के बाद संविदाकार की जोखिम एवं खर्च पर किसी अन्य एजेंसी द्वारा पूरा कराने का आदेश दिया जा

(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.

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संविदाकार को किसी प्रतिकर के लिए दायी हू ए बिना न्यासी मंडल संविदाकार से चूक, 8.3 अपने पूर्ण विवेकाधिकार से संविदा समाप्त कर सकता है और उपचार कार्यस्थल पर जा सकता है एवं निम्नलिखित में से किसी कारण से संविदाकार को लिखित रूप में न्यूनतम 3 दिन की नोटिस देकर उसे वहाँ से निष्कासित कर सकता है तथा इंजीनियर द्वारा यथा संसूचित इस बाबत न्यासी मंडल का निर्णय अंतिम और निश्चायक होगा :

एवं शक्तियाँ/ संविदा की समाप्ति

Without being liable for any compensation Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor from there after giving him a minimum 3 days' notice in writing, due to occurrence of Termination

Default of Contractors remedies & powers/ of any of the following reasons and decision of the Trustees Contract. in this respect, as communicated by the Engineer shall be final and conclusive :

- (i) संविदाकार ने संविदा का परित्याग कर दिया है । The Contractor has abandoned the contract.
- (ii) इंजीनियर की राय में या तो कार्य की प्रगति संतोषजनक नहीं है या संविदाकार की त्रुटि के कारण सहमत अविध के भीतर कार्य के पूरा होने की संभावना नहीं है।

In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) संविदाकार कार्य आरंभ करने में विफल रहा है या इन परिस्थितियों में उसने किसी विधिपूर्ण कारण के बिना "इंजीनियर या उसके प्रतिनिधि" से कार्य आगे बढ़ाने की लिखित नोटिस प्राप्त करने के बावजूद कम से कम 15 दिन तक कार्य को स्थिगित रखा है।

The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.

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(iv) इन परिस्थितियों में इंजीनियर या उसके प्रतिनिधि से किन्हीं सामग्री या कार्य की भत्सर्ना किए जाने एवं उसे खारिज किए जाने संबंधी लिखित नोटिस प्राप्त करने के 7 दिनों के बाद भी संविदाकार कार्यस्थल से उक्त सामग्री को हटाने या उसे गिराने या ध्वस्त करने एवं कार्य को प्रतिस्थापित करने में चूक करता है।

The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) संविदाकार संविदा के अनुसार कार्य निष्पादित नहीं कर रहा है या लगातार या खुले तौर पर संविदा के अधीन अपनी बाध्यताओं के कार्यान्वयन की उपेक्षा कर रहा है।

The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) संविदाकार द्वारा या उसकी ओर से संविदा की प्राप्ति या उसके निष्पादन के संबंध में न्यासी मंडल के किसी अधिकारी, सेवक या प्रतिनिधि या उसकी या उनकी ओर से किसी व्यक्ति को कोई घूस, कमीशन, उपहार या फायदा दिया जाता है।

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) संविदाकार दिवालिया न्यायनिर्णीत किया जाता है या अपने लेनदारों के साथ प्रशमन करता है या कंपनी होने पर चाहे अनिवार्य रूप से या स्वैच्छिक रूप से समापन करता है।

The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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8.3.1 न्यासी मंडल की ओर से इंजीनियर द्वारा जारी किए जा सकनेवाले कार्य के पर्यवसान संबंधी पत्र की प्राप्ति पर संविदाकार उसे जारी किए गए न्यासी मंडल के सभी औज़ार, संयंत्र एवं सामग्री उक्त पत्र की प्राप्ति से 7 दिनों के भीतर इंजीनियर द्वारा अभिनिश्चित किए जानेवाले स्थान पर सौंपेगा ।

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

such letter.

8.3.2 कार्य के पर्यवसान संबंधी ऐसे सभी मामलों में न्यासी मंडल को संविदाकार की जोखिम एवं खर्च पर किसी अन्य एजेंसी के जिए कार्य को पूर्ण कराने की शक्ति होगी और संविदा के अनुसार संविदाकार द्वारा कार्य को सम्यक् रूप से पूर्ण किए जाने पर जो राशि उसे देय होती उससे अधिक राशि कार्य पूर्ण कराने पर खर्च होने पर उक्त राशि संविदाकार से विकलित की जाएगी।

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

8.3.3 संविदा के पर्यवसान पर संविदाकार संविदा के अनुसार वसूली के अध्यधीन वस्तुतः उसके द्वारा किए गए कार्य और वस्तुतः उसके द्वारा आपूरित सामग्री के मूल्य के केवल 90% का भुगतान प्राप्त करने का हकदार होगा बशर्ते किए गए कार्य एवं सामग्री न्यासी मंडल द्वारा अधिगृहीत किए जाते समय विनिर्देश के अनुरूप हों। कार्य का भुगतान वस्तुत किए गए कार्य की माप एवं अनुमोदित संविदा दरों या इंजीनियर द्वारा यथा विनिश्चित अन्य दरों पर किए गए मूल्यांकन के आधार पर किया जाएगा। आपूरित सामग्री के लिए भुगतान इंजीनियर द्वारा यथा विनिश्चित दरों पर किया जाएगा जो किसी भी दशा में न्यासी मंडल द्वारा अधिगृहीत किए जाते समय प्रचलित बाजार दरों से अधिक नहीं होगी। ऐसे सभी मामलों में इंजीनियर का विनिश्चय अंतिम, बाध्यकारी एवं निश्चायक होगा।

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

final, binding and conclusive.

8.3.4 न्यासी मंडल को संविदाकार को देय सभी राशि तबतक प्रतिधारित करने की शक्ति होगी जबतक अन्य एजेंसी द्वारा कार्य पूरा नहीं किया जाता है और न्यासी मंडल के प्रति संविदाकार की देयताएं सभी तरह से ज्ञात नहीं होती हैं।

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

- 9.0 अनुरक्षण एवं प्रतिभूति जमाराशि की वापसी
 MAINTENANCE AND REFUND OF SECURITY DEPOSIT
- कार्य का निष्पादन पूर्ण करने के बाद संविदाकार प्ररूप जी॰सी-1 में कार्य 9.1 आरंभिक कार्य-पूर्णता प्रमाणपत्र में उल्लिखित तारीख से संविदा की अन्रक्षण विशेष शर्त के रूप में विनिर्दिष्ट की जा सकनेवाली अवधि के लिए संविदाकार उसका अन्रक्षण करेगा। संविदा के अनुसार या इंजीनियर या उसके बाध्यता प्रतिनिधि के अन्देश के अन्सार सामग्री या शिल्प से इंजीनियर या उसके प्रतिनिधि की अनन्य राय में उपर्युक्त अन्रक्षण अवधि के दौरान कार्य में कोई त्रुटिंगलती प्रतीत हो तो इंजीनियर या उसके प्रतिनिधि की लिखित नोटिस पर ऐसी नोटिस से सात दिनों के भीतर इंजीनियर या उसके प्रतिनिधि की तुष्टि के अनुरूप संविदाकार दवारा अपने खर्च पर उसका संशोधन किया जाएगा एवं उसे पूरा किया जाएगा जिसमें असफल रहने पर इंजीनियर या उसके प्रतिनिधि संविदाकार की जोखिम एवं खर्च पर अन्य एजेंसी के जरिए त्रुटि का संशोधन कराएंगे और उसे पूर कराएंगे तथा उसपर एवं उसके अनुषंगी सभी व्यय इंजीनियर द्वारा उपयुक्त समझे जानेवाले रूप में संविदाकार से वस्तीयोग्य होंगे।

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On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his

Contractor's obligation for maintenance of work.

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representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

जीसी/GC-25

9.2 संविदाकार द्वारा तबतक कार्य पूर्ण किया गया नहीं समझा जाएगा अंतिम कार्यऔर न्यासी मंडल द्वारा तबतक अंतिम रूप से कार्य स्वीकार किया पूर्णता
गया नहीं समझा जाएगा जबतक संविदाकार द्वारा अनुरक्षण प्रमाणपत्र
अविध,यदि कोई हो, सिहत संविदा के अधीन सभी बाध्यताएँ पूर्ण किए
जाने के बाद इसके साथ उपाबद्ध प्ररूप जी सी -2 में अंतिम कार्यपूर्णता प्रमाणपत्र इंजीनियर द्वारा हस्ताक्षरित एवं संविदाकार को जारी
न कर दिया जाए। न्यासी मंडल के कार्य-स्थल पर जाने या उसपर
कब्जा करने, वहाँ कार्य करने या उसका उपयोग करने से संविदाकार
संविदा के अधीन पूर्णरूपेण एवं अंतिम रूप से कार्य को पूरा करने की
अपनी बाध्यता से मुक्त नहीं होगा।

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The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry

Certificate of final completion

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.

उपर्युक्त रूप से संविदा के पूर्ण होने पर संविदाकार इंजीनियर के समक्ष प्रतिभूति 9.3 (i) न्यासी मंडल दवारा धारित प्रतिभृति राशि के लिए प्रदान की गई जमाराशि ट्रेजरी रसीद और (ii) इसके साथ उपाबद्ध प्ररूप जी सी 3 में अपना "आगे कोई दावा नहीं" प्रमाणपत्र (मूल प्रति) प्रस्तृत करके प्रतिभृति जमाराशि की वापसी के लिए आवेदन कर सकता है जिसपर इंजीनियर प्ररूप जी॰सी॰ 2 में प्रमाणपत्र जारी करेगा और इंजीनियर की संस्तृति के दो माह के भीतर न्यासी मंडल, प्रतिभूति जमाराशि के प्रति संविदाकार को देय राशि से संविदाकार दवारा न्यासी मंडल को देय किसी राशि की बाबत कटौती करने के बाद शेष राशि संविदाकार को वापस करेगा ।

की

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

Refund Security Deposit

of

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10.0 संविदा दस्तावेजों का निर्वचन, विवाद और माध्यस्थम् INTERPRETATION OF CONTRACT DOCUMENTS, **DISPUTES AND ARBITRATION**

Contractor.

विनिर्देश, आरेखण, डिजाइन और अन्देश के अर्थ सहित संविदा के इंजीनियर 10.1 का निर्वचन से उत्पन्न या सम्बद्ध या शिल्प की गुणवत्ता के बारे में या विनिश्चय

कार्य चालू रहने के दौरान या पूर्ण होने के बाद एवं संविदा के अवधारण, परित्याग या भंग होने के पहले या बाद या कार्य या कार्य के निष्पादन में प्रयुक्त सामग्री के बारे में सभी विवाद, मामले, दावा, मांग या प्रश्न में इंजीनियर का विनिश्चय अंतिम एवं संविदा के सभी पक्षकारों पर बाध्यकारी होगा तथा संविदाकार द्वारा इसे त्रंत प्रभावी किया जाएगा ।

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

Engineer's decision

10.2 यदि संविदाकार इंजीनियर के ऐसे किसी विनिश्चय से असंतुष्ट होता है अध्यक्ष तो वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के अधिनिर्णय भीतर यह अपेक्षा करेगा कि उक्त मामला अध्यक्ष को निर्दिष्ट किया जाए जो उसपर विचार एवं विनिश्चय करेगा ।

का

If the Contractor be dissatisfied with any such decision of Chairman's 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.

award

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तथापि,यदि संविदाकार अध्यक्ष के विनिश्चय से असंतृष्ट होता है तो माध्यस्थम् 10.3 वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के भीतर यह अपेक्षा करेगा कि लिखित रूप में उसकी नोटिस के 60 दिनों के भीतर अध्यक्ष, न्यासी मंडल द्वारा इस प्रयोजनार्थ अन्रक्षित किए जानेवाले मध्यस्थों के पैनल से एक मध्यस्थ को मामला विनिर्दिष्ट करे और ऐसे किसी निर्देश को भारतीय माध्यस्थम् अधिनियम् 1940 या उसके किसी कानूनी उपांतरण के अर्थांतर्गत माध्यस्थम् के समक्ष

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

10.3.1. यदि इस प्रकार नियुक्त मध्यस्थ किसी भी कारण से कार्य करने में असमर्थ या अनिच्छुक होता है या अपनी नियुक्ति त्याग देता है या अपना पद रिक्त करता है तो पैनल से किसी दूसरे व्यक्ति की नियुक्ति एकमात्र मध्यस्थ के रूप में की जाएगी और उसके पूर्वाधिकारी ने जिस स्थिति में कार्य छोड़ा था उससे आगे वह कार्य करेगा।

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

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10.3.2 जिस तारीख को मध्यस्थ पहली सुनवाई की तारीख नियत करते हुए दोनों पक्षकारों को नोटिस जारी करता है उसी तारीख को उसे निर्देशित् किया गया समझा जाएगा।

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.

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10.3.3 जिस समय-सीमा के भीतर मध्यस्थ अपना पंचाट प्रस्तुत करेगा वह भारतीय माध्यस्थम् अधिनियम्1940 या उसके किसी संशोधन में यथा उपबंधित सामान्यतः 4 महीने होगी । मध्यस्थ, यदि आवश्यक समझे, पक्षकारों की सहमति से पंचाट तैयार करने एवं उसे प्रकाशित करने हेतु समय बढ़ा सकता है।

The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian

Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 माध्यस्थम् का स्थान मध्यस्थ के एकमात्र विवेकाधिकार से यथा नियत कलकता या हिल्दया होगा। ऐसे प्रत्येक या किसी निर्देश पर क्रमशः निर्देश एवं पंचाट के अनुषंगी कोई खर्च मध्यस्थ के विवेकानुसार किया जाएगा जो उसकी राशि या जिसके द्वारा और जिसे एवं जिस रीति से उसका वहन एवं भुगतान किया जाएगा, उसे अवधारित कर सकेगा।

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

10.3.5 मध्यस्थ का पंचाट भारतीय माध्यस्थम् अधिनियम् 1940 या उसके किसी संशोधन के उपबंधों के अध्यधीन सभी पक्षकारों पर अंतिम एवं बाध्यकारी होगा । मध्यस्थ विवाद की प्रत्येक मद और प्रत्येक पक्षकार द्वारा उसे निर्देशित संबंधित दावे की बाबत पृथक् पंचाट देगा तथा पंचाट देने के कारण का उल्लेख करेगा।

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.

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10.3.6 मध्यस्थ संविदा के सभी पक्षकारों के दावों पर संबंधित संविदा की सीमा एवं शर्तों के भीतर ही विचार करेगा ।

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

10.3.7 संविदा में अन्यथा उपबंधित के सिवाय तत्समय प्रवृत्त माध्यस्थम् अधिनियम,1940 और उसके अधीन बनाए गए नियमों के उपबंध इस खंड

के अधीन माध्यस्थम् कार्यवाहियों पर लाग् होंगे।

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

10.4 संविदाकार कार्य को स्थगित नहीं रखेगा या उसमें विलंब नहीं करेगा तथा इंजीनियर के विनिश्चय के अनुसार समुचित तत्परता से कार्य को आगे बढ़ाएगा । इंजीनियर भी, उसके अनुसार, संविदाकार को देय एवं भुगतान-योग्य कोई ऐसा भुगतान इस आधार पर नहीं रोकेगा कि कुछ विवाद उत्पन्न हुए हैं और उन्हें माध्यस्थम् को निर्देशित किए जाने की संभावना है।

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

10.5 परंतु यह हमेशा कि :

Provided always as follows:

- [क] इसमें इसके ऊपर के पैरा 10.3 से 10.3.7 तक में उल्लिखित कोई प्रावधान संविदा के ऐसे मामले पर लागू नहीं होंगे जहाँ निविदा / प्रस्ताव के स्वीकृति-पत्र में यथा उल्लिखित निविदाकृत राशि रु. 40,00,000/- से कम है।
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

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- [ख] संविदाकार, संविदा की शर्तों के संबंध में विस्तृत औचित्य देते हुए कार्य के निष्पादन के संबंध में किसी प्रकार का विवाद या मतभेद विवाद-हेतुक उत्पन्न होने से 30 दिन के भीतर और अंतिम बिल तैयार किए जाने से पहले इंजीनियर के समक्ष उठाना होगा।
- [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days

from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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[ग] संविदा में केवल अनुबद्ध अनुरक्षण अवधि के, यदि कोई हो, दौरान उत्पन्न संविदाकार का विवाद संविदा की शर्तों के प्रासंगिक विस्तृत औचित्य सहित इंजीनियर के समक्ष उपर्युक्त अंतिम पूर्णता-प्रमाणपत्र प्ररूप जीसी-2 जारी किए जाने के पूर्व प्रस्तुत किया जाए।

> प्ररूप जीसी-3 में प्रमाणपत्र प्रस्तुत करने के बाद संविदाकार संविदा से संबंधित किसी भी मामले पर कोई विवाद या मतभेद नहीं उठा सकता है।

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

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

[घ] इसमें इसके ऊपर के उप-खंड 10.5[ख] और 10.5[ग] में विहित समय-सीमा से परे उठाए गए संविदाकार के दावा/विवाद पर बाद में इंजीनियर और / या किसी मध्यस्थ द्वारा विचार नहीं किया जाएगा।

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- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [ङ] अध्यक्ष / न्यासी मंडल को इसमें इसके ऊपर के खंड 10.3 के अनुसार अपने एकमात्र विवेकाधिकार से संविदाकार को कोई निर्देश किए बिना नए मध्यस्थों का नाम जोड़कर और/या

विद्यमान मध्यस्थों का नाम हटाकर मध्यस्थों के पैनल में परिवर्तन करने का अधिकार होगा ।

[e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

(कवर-I प्रस्ताव के साथ प्रस्त्त किया जाए)/(TO BE SUBMITTED WITH COVER- I OFFER)

कोलकाता पत्तन का न्यासी मंडल/THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

निविदा प्ररूप (अमूल्यंकित)/FORM OF TENDER (UNPRICED)

प्रति/To

प्रबंधक /The Manager (आई एंड सीएफ/I&CF), हल्दिया गोदी परिसर/ Haldia Dock Complex.

72

/We_____

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

within months / weeks from the date of order to commence the work					
and in the event of our tender being accepted in full or in part. I / We also					
undertake to enter into a Contract Agreement in the form hereto annexed with such					
alterations or additions thereto which may be necessary to give effect to the					
acceptance of the Tender and incorporating such Specification, Bill of Quantities,					
Drawing and Special & General Conditions of Contract and I / We hereby agree					
that until such Contract Agreement is executed the said Specification, Bill of					
Quantities, Conditions of Contract and the Tender, together with the acceptance					
thereof in writing by or on behalf of the Trustees shall be the Contract.					
निविदा की कुल राशि रु. जिसे कवर । प्रस्ताव में उत्कथित नहीं किया जाए					
THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED IN COVER I OFFER					
(शब्दों में दोहराएं) कवर । प्रस्ताव में उत्कथित नहीं किया जाए					
(Repeat in words) NOT TO BE QUOTED IN COVER I OFFER					
मुझे/हमें कार्य शुरू करने से पहले कार्य के लिए आवश्यक सामग्री की व्यवस्था करने और खरीद करने					
हेतु निविदा की स्वीकृति की तारीख से दिनों / महीनों के प्रारंभिक समय की					
आवश्यकता है।					
I/We requiredays / 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.					
मैंने/हमने न्यासी मंडल के प्रबंधक (वित्त), एचडीसी के पासकी रसीद सं					
द्वारा बयाना राशि जमा की है।					
I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt					
No of as Earnest					
Money.					
73					
मैं / हम इस बात से सहमत हूँ/हैं कि स्वीकृति के लिए निविदा खुली रहने की अविध चार महीने से					
कम नहीं होगी।					
I / We agree that the period for which the tender shall remain open for acceptance					

दिनांक/Date:	(मुहर सहित बोली ल	गानेवाले के हस्ताक्षर/Signature of Bidder with Seal)
साक्षी/WIT	NESS:	
हस्ताक्षर/S	ignature:	बोली लगानेवाले का नाम/Name of the Bidder :
में)	e (स्पष्ट अक्षरों Block Letters):	ਧੁਕਾ/Address :
पता/Addre		
पेशा/Occu	pation:	
कोलकाता पत्तन न	न्यास / KOLKATA P	ORT TRUST
हल्दिया गोदी परिस	तर / HALDIA DOCK	COMPLEX
प्ररूप / FORM जी	ा-सी- / G.C1	
संविदाकार / Cont	ractor	
ਧਨਾ / Address		
कार्य पूर्ण करने की	ो तारीख / Date of c	completion:
		74
प्रिय महोदय / De	ar sir(s),	
	ा जाता है कि निम्नलि y that the following	
कार्य का नाम/ Na	me of work:	

प्राक्कलन सं-/Estimate No. ई-ई-ओ- / E.E.Oदिनांक/ Dt
सी॰ई॰ओ॰ /C.E.Oदिनांक./Dt
कार्य आदेश सं-/Work Order No
आबंटन/Allocation
संविदा संः/Contract No
जो आपके द्वारा किया गया, वह अधोहस्ताक्षरी की राय में संविदा की शर्तों के अनुसार वर्ष 20 केके हर तरह से पूर्ण है और आपसे यह अपेक्षित है कि आप संविदा की सामान्य शर्तों के खंड 62 के अनुसार एवं संविदा के प्रावधानों अधीन वर्ष 20 के
भवदीय / Yours faithfully,
हस्ताक्षर/Signature(इंजीनियर के प्रतिनिधि / ENGINEER/ENGINEER'S REPRESENTATIVE) 75 नाम/Name
पदनाम/ Designation

कार्यालय की मुहर/OFFICE SEAL

कोलकाता पत्तन न्यास / KOLKATA PORT TRUST

हल्दिया गोदी परिसर / HALDIA DOCK COMPLEX

प्ररूप/FORM जी॰ सी॰/G.C2
अंतिम कार्य-पूर्णता प्रमाणपत्र∕Certificate of Final Completion
वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी/The Financial Adviser & Chief Accounts Officer
प्रबंधक(वित्त), हल्दिया गोदी परिसर/The Manager (Finance), Haldia Dock Complex.
यह प्रमाणित किया जाता है कि निम्नलिखित कार्य यथा :- This is to certify that the following work viz:-
कार्य का नाम/ Name of work :
प्राक्कलन संः /Estimate No. ईःईःओः/ E.E.Oदिनांक/ dtदितांक/ dt
सी.ई.ओ/ C.E.Oदिनांक/dtदिनांक/dt
कार्य आदेश सं،/Work Order No
संविदा सं _॰ /Contract No
संकल्प एवं बैठक संः / Resolution & Meeting No
आबंटन/Allocation :

जो श्री/मेसर्स ----- द्वारा किया गया, वह संविदा की शर्तों के अनुसार अब हर तरह से पूर्ण है और यह कि संविदाकार द्वारा संविदा के अधीन सभी बाध्यताओं को पूरा किया गया है।

which was carried out by Shri/Messrs is now complete in
every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.
हस्ताक्षर/Signature (इंजीनियर/इंजीनियर के प्रतिनिधि/ENGINEER/ENGINEER'S REPRESENTATIVE)
ਗਸ/NAME
पदनाम / DESIGNATION
कार्यालय की मुहर/OFFICE SEAL
कोलकाता पत्तन न्यास/KOLKATA PORT TRUST
हल्दिया गोदी परिसर /HALDIA DOCK COMPLEX
प्ररूप/FORM जी॰सी॰/G.C3
('NO CLAIM' CERTIFICATE FROM CONTRACTOR) (संविदाकार का 'कोई दावा नहीं' प्रमाणपत्र)
प्रबंधक / The Manager (आई एंड सीएफ / I&CF)
हल्दिया गोदी परिसर / Haldia Dock Complex
कोलकाता पत्तन न्यास / Calcutta Port Trust
हल्दिया / Haldia.
(ध्यानार्थ / Atten:)
प्रिय महोदय / Dear Sir,
मैं / हम एतद्वारा घोषित करता हूँ / करते हैं कि मैंने / हमने निम्नलिखित कार्य के निष्पादन के लिए कोलकाता पत्तन न्यास से पूरा और अंतिम भुगतान प्राप्त किया है,यथा :- I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-
कार्य का नाम / Name of work:

संविदा सं॰ / Contract No
करार सं॰ / Agreement Noदिनांक / Dt
तथा उपर्युक्त कार्य की बाबत कोलकाता पत्तन न्यास के प्रति मेरा / हमारा और कोई दावा नहीं है। and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.
भवदीय / Yours faithfully,
(संविदाकार के हस्ताक्षर / Signature of the Contractor) दिनांक / Dated
संविदाकार का नाम / Name of Contractor
पता / Address:
(संविदाकार की आधिकारिक मुहर / OFFICIAL SEAL OF THE CONTRACTOR)
कोलकाता पत्तन न्यास / KOLKATA PORT TRUST
करार के प्ररूप का प्रोफ़ार्मा / PROFORMA OF FORM OF AGREEMENT
THE THE STATE OF T
यह करार 20 केकेकेदिन को एक ओर कोलकाता पत्तन के न्यासी मंडल, जो महापत्तन न्यास अधिनियम,1963 और उसके अधीन बनाए गए नियमों एवं उसमें किए गए कानूनी उपांतरण के अधीन गठित एक कानूनी निकाय है एवं जिसका रजिस्ट्रीकृत कार्यालय 15, स्ट्रैंड रोड, कलकत्ता - 700001 में है (जिसे इसमें इसके पश्चात "नियोक्ता" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके परवर्ती पदधारक शामिल समझे जाएंगे) तथा दूसरी ओरके बीच(जिसे इसमें इसके पश्चात "संविदाकार" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, परवर्ती पदधारक एवं अनुजात समनुदेशिती शामिल समझे जाएंगे) निष्पादित किया जाता है।
यह करार 20 केकेदिन को एक ओर कोलकाता पत्तन के न्यासी मंडल, जो महापत्तन न्यास अधिनियम,1963 और उसके अधीन बनाए गए नियमों एवं उसमें किए गए कानूनी उपांतरण के अधीन गठित एक कानूनी निकाय है एवं जिसका रजिस्ट्रीकृत कार्यालय 15, स्ट्रैंड रोड, कलकत्ता - 700001 में है (जिसे इसमें इसके पश्चात "नियोक्ता" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके परवर्ती पदधारक शामिल समझे जाएंगे) तथा दूसरी ओरके बीच(जिसे इसमें इसके पश्चात "संविदाकार" कहा गया है और इस अभिव्यक्ति में जबतक कोई बात संदर्भ द्वारा अपवर्जित या उसके प्रतिकूल न हो तबतक इसमें उसके वारिस, निष्पादक, प्रशासक, प्रतिनिधि, परवर्ती पदधारक एवं अनुज्ञात समनुदेशिती शामिल समझे जाएंगे) निष्पादित किया जाता

having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called				
"EMPLOYER" which expression unless excluded by or repugnant to the context be				
deemed to include his successor/s in office) on the one part and				
(hereinafter called the "CONTRACTOR"				
which expression shall unless excluded by or repugnant to the context he deemed to				
include his heirs, executors, administrators, representative, successor in office and				
permitted assigns) of the other part.				
चूंकि न्यासी मंडल इस बात का इच्छुक है कि कतिपय कार्य, यथा				
संविदाकार की निविदा / प्रस्ताव को स्वीकार किया है।				
WHEREAS The TRUSTEES are desirous that certain works should be executed				
viz and have accepted a				
Tender/Offer by the contractor for the execution, completion and maintenance of such				
works .				

अब यह संविदागत करार निम्नितिखित का साक्षी है :-

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

- 1. इस करार में प्रयुक्त शब्दों, अभिव्यक्तियों का वही अर्थ होगा जो इसमें इसके पश्चात् निर्दिष्ट संविदा की सामान्य शर्तों में उन्हें क्रमशः समनुदेशित किए जाते हैं ।
 In this agreement words, expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
- 2. निम्नलिखित दस्तावेजों को इस करार का अंश माना जाएगा और उसी रूप में इसे पढ़ा एवं समझा जाएगा, यथा :
 - і उक्त निविदा/प्रस्ताव और निविदा/प्रस्ताव की स्वीकृति
 - ii. रेखाचित्र
 - iii. संविदा की सामान्य शर्तें
 - iv. संविदा की विशेष शर्तें (यदि कोई हों)
 - v. निविदा की शर्तें
 - vi. विनिर्देशन
 - vii. परिमाण बिल
- viii. सभी पत्राचार जिनके द्वारा आपसी सहमति से किसी भी रूप में संविदा में परिवर्धन, संशोधन, फेरफार या उपांतरण किया जाता है।

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The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :-

- i. The said Tender/Offer & the acceptance of Tender/ Offer.
- ii. The Drawings.
- iii. The General Conditions Of Contract.
- iv. Special Conditions Of Contract (If any).
- v. The Conditions Of Tender.
- vi. The Specifications.
- vii. The Bill Of Quantities.
- viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
- 3. इसमें इसके पश्चात् यथा उल्लिखित न्यासी मंडल द्वारा संविदाकारों को किए जानेवाले भुगतान के प्रतिफलस्वरूप संविदाकार एतद्वारा न्यासी मंडल के साथ संविदा के प्रावधानों के अनुरूप हर तरह से कार्य निष्पादित,पूर्ण एवं अनुरक्षित करने की प्रसंविदा करता है।

In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.

4. कार्य के ऐसे निष्पादन, पूर्णता और अनुरक्षण के प्रतिफलस्वरूप न्यासी मंडल एतद्वारा संविदाकार द्वारा विहित समय पर एवं रूप में संविदाकार को भुगतान करने की प्रसंविदा करता है।

The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

इसकी साक्षी के रूप में इसके पक्षकारों ने उपरिलिखित दिन एवं वर्ष को इस पर अपनी सामान्य मुद्रा अंकित की है (या अपने हस्ताक्षर किए हैं और मुहर लगाई है) ।

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

उपरिलिखित दिन एवं वर्ष को यह विलेख निष्पादित किया है।

have executed these presents on the day and year first above written.

	80	
		की मृहर
निम्नलिखित की उपस्थिति	में इस पर लगाई गई :	47 300
The Seal of		

was hereunto affixed in the presence of :
नाम/Name :
पता/Address :
या
3প্ন
द्वारा
निम्नलिखित की उपस्थिति में हस्ताक्षरित, मुहरबंद एवं प्रदत्त :
OR
SIGNED, SEALED AND DELIVERED
By the said
In the presence of :
नाम/ Name :
पता/Address::::
न्यासी मंडल की सामान्य मुद्रा निम्नलिखित की उपस्थिति में इस पर अंकित की गई :
The Common Seal of the Trustees was hereunto affixed in the presence of :
नाम / Name :
पता / Address :
भारत के किसी राष्ट्रीयकृत बैंक की, यथास्थिति, कोलकाता/हल्दिया शाखा द्वारा नकदी प्रतिभूति जमाराशि के बदले रु.50/- के या इंजीनियर/न्यासी मंडल के विधिक सलाहकार द्वारा यथा विनिश्चय किए गए न्यायिकेतर स्टांप पेपर पर जारी किए जानेवाले अप्रतिसंहरणीय बैंक गारंटी (निष्पादन बांड) का प्रोफार्मा।
Proforma Of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of
cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case
may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth
Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.
संदर्भ/Ref बैंक गारंटी सं./Bank Guarantee No 81

तारीख/Date-----

प्रति/To

कोलकाता पत्तन का न्यासी मंडल/The Board of Trustees for the Port of Kolkata, 15, स्ट्रैंड रोड/Strand Road कोलकाता/Kolkata - 700 001

प्रिय महोदय / Dear Sirs,

कोलकाता पत्तन के न्यासी मंडल द्वारा (जिसे इसमें इसके पश्चात् "नियोक्ता" कहा गया है और इस
अभिव्यक्ति में जबतक उसके संदर्भ या अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी,
प्रशासक और समनुदेशिती शामिल समझे जाएंगे)को,
जिसका रजिस्ट्रीकृत कार्यालयमें है
(जिसे इसमें इसके पश्चात् " संविदाकार " कहा गया है और इस अभिव्यक्ति में जबतक उसके संदर्भ या
अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी, प्रशासक,निष्पादक और समनुदेशिती
शामिल समझे जाएंगे),दिनांकके नियोक्ता का कार्यालय आदेश जारी कर एक
संविदा अधिनिर्णीत किए जाने,और संविदाकार द्वारा उसे स्पष्टतः स्वीकार किए जाने पर "
" के लिए रुके
अधिनिर्णय संसे संबंधित एक ' संविदा ' का निर्माण किए जाने, तथा संविदाकार द्वारा
नियोक्ता को रुमात्र) के बराबर
संपूर्ण संविदा के यथार्थ निष्पादन के लिए संविदा निष्पादन गारंटी परिसिद्ध करने के लिए सहमत
होने के प्रतिफलस्वरूप
In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter
referred to as the " EMPLOYER" which expression shall unless repugnant to the
context or meaning thereof include its successors, administrators and assigns) having
awarded to, with registered office at
(hereinafter referred to as the "CONTRACTOR" which expression shall
unless repugnant to the context or meaning thereof, include its successors,
administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work
order datedthe same having been unequivocally accepted by the Contractor
resulting in a 'CONTRACT' bearing Letter Of Award No dated
Valued at Rsfor " and the contractor having agreed to
prove a Contract performance Guarantee for the faithful performance of the entire
Contract equivalent to Rs(rupees only) to the EMPLOYER.
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हम, कोलकाता / हल्दिया स्थित कार्यालय
में है (जिसे इसमें इसके पश्चात् "बैंक" कहा गया है और इस अभिव्यक्ति में जबतक
कोई बात उसके संदर्भ या अर्थ के प्रतिकूल न हो तबतक इसमें उसके उत्तराधिकारी, प्रशासक, निष्पादक

एवं समनुदेशिती शामिल समझे जाएंगे) एतद्वारा -------तक किसी समय यथा पूर्वोक्त रु -----------(रुपये -------स्पये ------मात्र) तक संविदाकार द्वारा देय कोई या सभी राशि
नियोक्ता को उसकी मांग पर किसी आपित्त, आरिक्षिति, प्रतिवाद, अवलंबन या अभ्यापित्त के बिना
और/या संविदाकार को निर्दिष्ट किए बिना अदा करने की गारंटी देते हैं एवं वचनबंध करते हैं। नियोक्ता
द्वारा बैंक से की गई ऐसी कोई मांग नियोक्ता और संविदाकार के बीच कोई मतभेद होते हुए भी या
किसी न्यायालय, अधिकरण, मध्यस्थ या किसी अन्य प्राधिकारी के समक्ष कोई विवाद लंबित होते हुए भी
निश्चायक एवं बाध्यकारी होगी। बैंक नियोक्ता की पूर्व सहमित के बिना इस गारंटी के चालू रहने के
दौरान इसे प्रतिसंहत नहीं करने का वचनबंध करता है तथा आगे करार करता है कि इसमें अंतर्विष्ट गारंटी
नियोक्ता द्वारा अपनी गारंटी उन्मोचित किए जाने तक प्रवर्तनीय बनी रहेगी।

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

इस गारंटी के अधीन बैंक के दायित्व को किसी भी तरह से प्रभावित किए बिना नियोक्ता को संविदाकार द्वारा संविदा के निष्पादन के लिए समय-समय पर समय-सीमा का विस्तार करने की पूर्ण स्वतंत्रता होगी। इस गारंटी को प्रभावित किए बिना नियोक्ता को उनमें निहित किन्हीं शिक्तियों के प्रयोग या संविदाकार के विरुद्ध रहनेवाले किसी अधिकार को समय-समय पर मुल्तवी करने और नियोक्ता एवं संविदाकार के बीच संविदा में अंतर्विष्ट या विविद्धात किन्हीं प्रसंविदा को प्रवर्तित करने या प्रवर्तित करने से प्रविरत रहने के लिए किसी भी समय कोई या अन्य रूप में उनका प्रयोग करने या नियोक्ता को उपलब्ध उपचार या प्रतिभृति के किसी अन्य उपक्रम का प्रयोग करने की पूर्ण स्वतंत्रता होगी। नियोक्ता द्वारा उपर्युक्त मामले या उनमें से किसी के प्रति निर्देश से या नियोक्ता द्वारा किए गए किसी कार्य या लोप या नियोक्ता द्वारा दिशेत किसी अन्य उदारता या किसी प्रकार के किसी अन्य ऐसे मामले या बात के कारण, जिसका प्रभाव इस प्रावधान के न रहने पर विधि के अधीन बैंक को मुक्त करना होता, अपनी स्वतंत्रता के प्रयोग से बैंक इस विलेख के अधीन अपनी बाध्यता से मुक्त नहीं होगा।

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

बैंक यह भी करार करता है कि नियोक्ता अपने विकल्प पर संविदाकार के विरुद्ध कार्यवाही किए बिना और संविदाकार के दायित्वों से संबंधित कोई प्रतिभूति या अन्य गारंटी नियोक्ता के पास होते हुए भी प्रथमत: मुख्य ऋणी के रूप में बैंक के प्रति गारंटी प्रवर्तित कराने का हकदार होगा ।

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

इसमें इसके ऊपर अंतर्विष्ट किसी बात के होते हुए भी इस	गारंटी के अधीन हमारा दायित्व रु				
(रुपयेमा	व) तक निर्वधित है और यह				
सहित एवं तक प्रवृत्त	बनी रहेगी तथा यह समयसमय पर ऐसी				
अवधि के लिए विस्तारित की जाएगी जिसकी ओर से यह गारंटी दी गई है ।					
Notwithstanding anything contained herein above of	our liability under this guarantee is				
restricted to Rs					
(rupees only	y) and it shall remain in force up				
to and including	and shall be extended from				
time to time for such period, on whose behalf this	guarantee has been given.				

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आज वर्ष	20के		के		दिन व	को		में
Dated, 1	this	day of		20		8	at	

साक्षीगण/WITNESSES	
(हस्ताक्षर/Signature)	(हस्ताक्षर/Signature)
(नाम/Name)	(नाम/Name)
(कार्यालय का पता/Official address)	(बैंक की मोहर सहित पदनाम)
,	Designation with Bank Stamp)
	+अटर्नी अधिकार संके अन्सार अटर्नी
	Attorney as per power of Attorney No.
	दिनांक/Dated
कोलकाता पत्तन न्यास(केओपीटी) , जिसे इसमें इर	प्तके पश्चात् " प्रिंसिपल/नियोक्ता " कहा गया है
	और
,जिसे इसमें इसके पश्चात्	' बोली लगानेवाला/सविदाकार " कहा गया है बीच
	ज समझौता
Integrity Pact	
Between	
Kolkata Port Trust (KoPT) hereinafter re-	ferred to as "The Principal/ Employer"
And	
hereinafter referred to as	"The Bidder/Contractor"
<u>उद्देशिका/Preamble</u>	
करने का इरादा रखता है। प्रिंसिपल देश की	न के लिए संविदा अधिनिर्णीत सभी सुसंगत विधियों, नियमों, विनियमों, संसाधनों लों) और / या संविदाकार(रों) के साथ अपने संबंधों महत्व देता है।
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·	er laid down organizational procedures,
CONTRACTO TO THE FINCIPAL VO	alues 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).

इन लक्ष्यों को प्राप्त करने के लिए प्रिंसिपल द्वारा नियुक्त एक स्वतंत्र बाहरी मॉनीटर (आईईएम)उपर्युक्त सिद्धांतों के अनुपालन हेतु निविदा प्रक्रिया और संविदा के निष्पादन की निगरानी करेगा।

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.

अतः अब NOW, THEREFORE,

निम्नलिखित उद्देश्य की पूर्ति के लिए की जानेवाली संविदा के चालू रहने के पूर्व उसके दौरान एवं बाद किसी प्रभाव / पूर्वाग्रहयुक्त संव्यवहार से मुक्त निष्पक्ष एवं पारदर्शी प्रणाली अपनाकर भ्रष्टाचार के सभी प्रकारों से बचने के लिए -

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:-

प्रिंसिपल/नियोक्ता को उच्च लागत और ऐसे कार्य/उपापन/निपटान पर भ्रष्टाचार के विरूपणकारी प्रभाव से बचकर परिभाषित विनिर्देशों/कार्य के दायरे के अनुरूप प्रतिस्पर्धात्मक मूल्य पर वांछित स्टोर/ उपकरण प्राप्त करने/उनका निपटान करने और/या संविदागत कार्य निष्पादित कराने समर्थ बनाने तथा बोली लगानेवाले/संविदाकार को यह आश्वासन देकर संविदा प्राप्त करने में रिश्वत देने या किसी अन्य भ्रष्ट कार्य में लिप्त होने से बचाने, जिससे उनके प्रतिदवंदवी भी रिश्वत देने कार्य में लिप्त नहीं होंगे,तथा **प्रिंसिपल/नियोक्ता** निम्नलिखित पारदर्शी प्रक्रिया अपनाकर अपने पदाधिकारियों के किसी भी प्रकार के भ्रष्टाचार पर रोक लगाने के लिए प्रतिबद्ध होंगे। 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.

(1) प्रिंसिपल, भ्रष्टाचार को रोकने और निम्नलिखित सिद्धांतों का पालन करने हेतु आवश्यक कदम उठाने के लिए प्रतिबद्ध है :

The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

- कः प्रिंसिपल का कोई भी कर्मचारी, व्यक्तिगत रूप से या परिवार के सदस्यों के जरिए निविदा के लिए या किसी संविदा के निष्पादन हेतु स्वयं या किसी अन्य पक्ष के लिए किसी ऐसी सामग्री या अनावश्यक हितलाभ की मांग नहीं करेगा, उसके लिए वचन नहीं लेगा या उसे स्वीकार नहीं करेगा जिसका वह विधिक रूप से हकदार नहीं है।
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- खः प्रिंसिपल, निविदा प्रक्रिया के दौरान सभी बोली लगानेवाले (लों) से निष्पक्ष और युक्तियुक्त व्यवहार करेगा।प्रिंसिपल, विशेष रूप से, निविदा प्रक्रिया के दौरान और उससे पहले सभी बोली लगानेवाले(लों)
- को समान जानकारी प्रदान करेगा और किन्हीं बोली लगानेवाले(लों) को ऐसी गोपनीय/अतिरिक्त जानकारी प्रदान नहीं करेगा जिसके जरिए बोली लगानेवाला(ले) निविदा प्रक्रिया या संविदा के निष्पादन के संबंध में लाभ प्राप्त कर सकें।
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- गः प्रिंसिपल सभी ज्ञात पूर्वाग्रहग्रस्त व्यक्तियों को उक्त प्रक्रिया से बाहर कर देगा ।
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) यदि प्रिंसिपल को अपने किसी कर्मचारी के ऐसे आचरण के संबंध में जानकारी प्राप्त होती है जो भारतीय दंड संहिता (आईपीसी) / भ्रष्टाचार निवारण (पीसी) अधिनियम के अधीन एक दांडिक अपराध है या यदि इस संबंध में कोई पर्याप्त संदेह होता है, तो प्रिंसिपल, मुख्य सतर्कता अधिकारी को सूचित करेगा और इसके अतिरिक्त अनुशासनात्मक कार्रवाई शुरू कर सकता है।
- 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.

खंड/Section-2 - <u>बोली लगानेवाले(वालों)/संविदाकार(रों) की प्रतिबद्धता</u> <u>Commitments of the Bidder(s) / Contractor(s)</u>

(1) बोली लगानेवाला(ले) / संविदाकार(गण) भ्रष्टाचार को रोकने के लिए आवश्यक सभी उपाय करने हेतु प्रतिबद्ध है। वह/वे निविदा प्रक्रिया में अपनी सहभागिता एवं संविदा के निष्पादन के दौरान निम्नलिखित सिद्धांतों का पालन करने के लिए प्रतिबद्ध है/हैं।

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.

- कः बोली लगानेवाला(ले)/ संविदाकार(गण) निविदा प्रक्रिया के दौरान या संविदा के निष्पादन के दौरान बदले में किसी प्रकार का लाभ प्राप्त करने के लिए सीधे या किसी अन्य व्यक्ति या फर्म के जिरए निविदा प्रक्रिया या संविदा के निष्पादन में संलग्न प्रिंसिपल के किसी कर्मचारी या किसी अन्य व्यक्ति को कोई ऐसी सामग्री या अन्य हितलाभ नहीं देगा/देंगे, उसके लिए प्रस्ताव नहीं करेगा/करेंगे, वचन नहीं देगा/देंगे जिसका वह/वे विधिक रूप से हकदार नहीं है/हैं।
- 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.
- ख. बोली लगानेवाला(ले)/संविदाकार(गण) अन्य बोली लगानेवालों के साथ,औपचारिक या अनौपचारिक,कोई अप्रकटित करार या समझौता नहीं करेगा/करेंगे। यह प्रतिस्पर्धा को रोकने या बोली प्रक्रिया में कार्टलाइजेशन लागू करने के लिए विशेष रूप से कीमतों, विनिर्देशों, प्रमाणीकरण, समनुषंगी संविदा, बोली के प्रस्तुतीकरण या गैर-प्रस्तुतीकरण या किन्हीं अन्य कार्यों पर लागू होता है।
- 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.
- गः बोली लगानेवाला(ले)/संविदाकार(गण) सुसंगत आईपीसी/पीसी अधिनियम के अधीन कोई अपराध नहीं करेगा/करेंगे ; इसके अतिरिक्त बोली लगानेवाला(ले)/ संविदाकार(गण) प्रतिस्पर्धा या निजी लाभ के प्रयोजनार्थ अंतर्विष्ट या इलेक्ट्रॉनिक रूप से प्रेषित जानकारी सिहत योजनाओं, तकनीकी प्रस्ताओं और कारबार के ब्योरे के बारे में कारबार संबंध के अंश के रूप में प्रिंसिपल द्वारा प्रदान की गई किसी जानकारी या दस्तावेज़ का अन्चित उपयोग नहीं करेगा/करेंगे या अन्य को नहीं देगा/देंगे।

- 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.
- घः विदेशी मूल का बोली लगानेवाला(ले)/संविदाकार(गण) भारत में एजेंटों / प्रतिनिधियों के, यदि कोई हों, नाम और पते का प्रकटीकरण करेगा/करेंगे। इसी प्रकार भारतीय राष्ट्रीयताप्राप्त बोलीलगानेवाला(ले) संविदाकार(गण) विदेशी प्रिंसिपल के,यदि कोई हों, नाम और पते प्रस्तुत करेगा/करेंगे। बोली लगानेवाले(लों)/संविदाकार(रों) द्वारा "विदेशी आपूर्तिकर्ताओं के भारतीय एजेंट से संबंधित दिशानिर्देश" में यथा उल्लिखित अतिरिक्त ब्योरे का प्रकटीकरण किया जाएगा। इसके अतिरिक्त, दिशानिर्देशों में यथाउल्लिखित भारतीय एजेंट / प्रतिनिधि को किए गए सभी भुगतान भारतीय रुपए में ही होंगे। "विदेशी आपूर्तिकर्ता के भारतीय एजेंट से संबंधित दिशानिर्देश' की प्रतिलिपि अनुलग्नकक के रूप में संलग्न और चिहिनत की गई है।
- 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.
- डः बोली लगानेवाला/(ले)/संविदाकार(गण) अपनी बोली प्रस्तुत करते समय संविदा अधिनिर्णीत किए जाने के संबंध में ऐसे सभी भुगतान का प्रकटीकरण करेगा /करेंगे जो उन्होंने एजेंटों,दलालों या किन्हीं अन्य बिचौलिये को किया है, करने के लिए प्रतिबद्ध हैं या करने का इरादा रखते हैं।
- 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). बोली लगानेवाला(ले)/संविदाकार(गण) अन्य व्यक्तियों को उपरिलिखित अपराध करने के लिए नहीं उकसाएगा/ उकसाएंगे या ऐसे अपराध करने में सहायक नहीं होगा/होंगे ।

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

खंड / Section- 3-<u>निविदा प्रक्रिया से निर्त्ता और भविष्य की संविदाओं से अपवर्जन</u> <u>Disqualification from tender process and exclusion from future</u> Contracts

यदि अधिनिर्णय के पूर्व या कार्यनिष्पादन के दौरान बोली लगानेवाला(ले) / संविदाकार(गण) उपर्युक्त खंड-2 के अतिक्रमण के जिरए या किसी अन्य रूप में, यथा अपनी संबंधित विश्वस्तता या विश्वसनीयता भंग करता है/करते हैं तो प्रिंसिपल निविदा प्रक्रिया से बोली लगानेवाला(ले) / संविदाकार(गण) को निर्राहत करने या जैसा उपयुक्त समझे, वैसी कार्रवाई करने का हकदार है। 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.

खंड / Section 4 - नुकसानी के लिए प्रतिकर / Compensation for damages

(1) यदि प्रिंसिपल ने बोली लगानेवाले(लों) को खंड 3 के अनुसार अधिनिर्णय से पहले निविदा प्रिक्रिया से निरिहत कर दिया है तो प्रिंसिपल बयाना जमाराशि /बोली प्रतिभूति के बराबर राशि की मांग करने एवं नुकसानी की वसूली करने का हकदार है।

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) यदि खंड 3 के अनुसार प्रिंसिपल ने संविदा का पर्यवसान कर दिया है या यदि खंड 3 के अनुसार प्रिंसिपल संविदा का पर्यवसान करने का हकदार है तो प्रिंसिपल संविदाकार से संविदा मूल्य की परिनिर्धारित नुकसानी या निष्पादन बैंक गारंटी के बराबर राशि की मांग करने एवं वसूल करने का हकदार होगा।

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.

खंड/Section- 5 पूर्वतन अतिक्रमण/Previous transgression

(1) बोली लगानेवाला यह घोषित करता है कि सत्यनिष्ठा समझौते पर हस्ताक्षर करने की तारीख से पिछले 3 वर्षों में भ्रष्टाचार विरोधी दृष्टिकोण के समनुरूप किसी देश में किसी अन्य कंपनी या भारत में किसी अन्य सार्वजनिक क्षेत्र के उपक्रम / उद्यम, महापत्तन, सरकारी विभागों के साथ कोई पूर्व अतिक्रमण नहीं हुआ है जो निविदा प्रक्रिया से उसके बहिष्कार को सही साबित कर सकता है।

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) यदि बोली लगानेवाला इस विषय पर गलत विवरण देता है, तो उसे निविदा प्रक्रिया से निरर्हित किया जा सकता है या उसपर ऐसी कार्रवाई की जा सकती है जो उचित समझी जाए।

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.

खंड/Section 6- सभी बोली लगानेवालों/संविदाकारों/उप-संविदाकारों के साथ समान व्यवहार Equal treatment of all Bidders/Contractors/Sub-Contractors

(1) बोली लगानेवाला(ले)/ संविदाकार(गण) सभी उप-संविदाकारों से इस सत्यनिष्ठा समझौते के अनुरूप वचनबद्धता की मांग करने और संविदा हस्ताक्षरित करने से पहले प्रिंसिपल के समक्ष उसे प्रस्तुत करने का वचनबंध करता है/करते हैं।

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) प्रिंसिपल सभी बोली लगानेवालों, संविदाकारों और उप-संविदाकारों के साथ इसी तरह की समान शर्तों पर करार करेगा ।

The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) प्रिंसिपल ऐसे सभी बोली लगानेवालों को निविदा प्रक्रिया से निरर्हित करेगा जो इस समझौते पर हस्ताक्षर नहीं करते हैं या इसके प्रावधानों का अतिक्रमण करते हैं।

The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

खंड/Section 7- <u>अतिक्रमणकर्ता बोली लगानेवाले(लों)/संविदाकार(रों)/उप-संविदाकार(रों)</u> <u>के विरुद्ध अन्य विधिक कार्रवाई</u> <u>Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub</u> Contractor(s)

इस सत्यनिष्ठा समझौते में अनुबद्ध कार्रवाई ऐसी किसी अन्य विधिक कार्रवाई पर प्रतिकूल प्रभाव डाले बिना हैं जो किसी सिविल या दांडिक कार्यवाही से संबंधित प्रवृत्त वर्तमान विधि के उपबंधों के अनुसार की जा सकती है। 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.

खंड/Section 8 - स्वतंत्र बाहरी मानीटर (आईईएम) की भूमिका Role of Independent External Monitor(IEM):

- (क) मानीटरों का कार्य स्वतंत्र और निष्पक्ष रूप से इस बात की समीक्षा करना होगा कि यदि पक्षकार इस समझौते के अधीन बाध्यताओं का पालन करते हैं तो किस सीमा तक।
- (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.
- (ख) मॉनीटर पक्षकारों के प्रतिनिधियों के अनुदेशों के अध्यधीन नहीं होंगे और वे अपना कार्य निष्पक्ष और स्वतंत्र रूप से करेंगे।
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (ग) दोनों पक्षकार स्वीकार करते हैं कि मॉनीटर के पास संविदा से संबंधित सभी दस्तावेजों तक पहुँच का अधिकार है।
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (घ) जैसे ही मॉनीटर यह देखता है या उसके पास यह विश्वास करने का कारण होता है कि इस समझौते का अतिक्रमण हुआ है तो वह उसकी सूचना प्रिंसिपल द्वारा नामनिर्दिष्ट प्राधिकारी एवं कोलकाता पत्तन न्यास के मुख्य सतर्कता अधिकारी को देगा।
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (ङ) बोली लगानेवाला(ले)/संविदाकार(गण) स्वीकार करता है/करते हैं कि मॉनीटर को बोली लगानेवालं/संविदाकार द्वारा उपलब्ध कराए गए दस्तावेजों सिहत प्रिंसिपल के सभी संविदा दस्तावेजों तक निर्वधन के बिना पहुँच का अधिकार है। बोली लगानेवाला/संविदाकार मॉनीटर को भी उसके अनुरोध और वैध हित के प्रदर्शन पर अपनी संविदा दस्तावेज तक, यदि कोई हो, अनिर्वधित और अशर्त पहुंच की स्वीकृति देगा। यह उप-ठेकेदारों के लिए भी लागू है। मॉनीटर, बोली लगानेवालं/ संविदाकार/उप-संविदाकार (रों) की जानकारी और दस्तावेजों की गोपनीयता मानने के लिए संविदागत दायित्व के अधीन होगा।

- (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.
- (च) प्रिंसिपल/नियोक्ता पक्षकारों के बीच होनेवाली संविदा से संबंधित सभी बैठकों के बारे में मॉनीटर को पर्याप्त जानकारी प्रदान करेगा, बशर्ते ऐसी बैठकों का प्रभाव प्रिंसिपल और संविदाकार के बीच संविदागत संबंधों पर पड़े। पक्षकार मॉनीटर को ऐसी बैठकों में भाग लेने का विकल्प प्रदान करते हैं।
- (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.
- (छ) मॉनीटर प्रिंसिपल/नियोक्ता/बोली लगानेवाले/संविदाकार द्वारा उसे दिए गए निर्देश या सूचना की तारीख से 8 से 10 सप्ताह के भीतर प्रिंसिपल/नियोक्ता/ कोलकाता पत्तन न्यास के मुख्य सतर्कता अधिकारी द्वारा नामनिर्दिष्ट प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेगा और प्रयोजन होने पर समस्यात्मक स्थिति को सुधारने के लिए प्रस्ताव प्रस्तुत करेगा। बोली लगानेवाला/संविदाकार इस समझौते के प्रयोजनार्थ नियुक्त स्वतंत्र बाहरी मॉनीटर(रों) से संपर्क कर सकता है।
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (ज) जैसे ही मॉनीटर को इस इस करार का अतिक्रमण दिखाई देता है या दिखाई देने का विश्वास होता है, वह प्रिंसिपल के प्रबंधन को उसकी सूचना देगा और प्रबंधन से समाप्त करने या सुधारात्मक कार्रवाई करने या अन्य सुसंगत कार्रवाई करने का अनुरोध करेगा। इस संबंध में मॉनीटर गैर-बाध्यकारी सिफ़ारिशें प्रस्तुत कर सकता है। इससे परे, मॉनीटर को पक्षकारों से यह मांग करने का कोई अधिकार नहीं है कि वे किसी विशेष तरीके से कार्य करें, कार्रवाई से विरत रहें या कार्रवाई होने दें।

- (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.
- (झ) यदि मॉनीटर ने सुसंगत आईपीसी/पीसीए के अधीन किसी अपराध के प्रमाणित संदेह के बारे में प्रिंसिपल को रिपोर्ट की है और प्रिंसिपल/नियोक्ता ने युक्तियुक्त समय के भीतर ऐसे अपराध के विरुद्ध अग्रसर होने के लिए कोई प्रत्यक्ष कार्रवाई नहीं की है या मुख्य सतर्कता अधिकारी को रिपोर्ट नहीं की है, तो मॉनीटर यह जानकारी सीध केंद्रीय सतर्कता आयुक्त, भारत सरकार के पास भेज सकता है।
- (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.
- (ञ) 'मॉनीटर' शब्द में एकवचन और बहु वचन दोनों शामिल होंगे
- (j) The word 'Monitor' would include both singular and plural.

खंड/Section 9 - अन्वेषण की सुविधा/Facilitation of Investigation:

इस समझौते के किन्हीं प्रावधान या कमीशन के भुगतान के अतिक्रमण के किसी आरोप के मामले में **प्रिंसिपल/नियोक्ता** या उसके अभिकरण बोली लगानेवाले/संविदाकार की लेखा-बहियों सहित उनके सभी दस्तावेजों की जांच करने के हकदार होंगे तथा **बोली लगानेवाला/संविदाकार** आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएगा एवं ऐसी जांच के प्रयोजनार्थ सभी संभव सहायता करेगा।

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.

खंड/Section 10 - समझौते की अवधि/Pact Duration:

यह संमझौता तब शुरू होता है जब दोनों पक्षकार विधिक रूप से इसे हस्ताक्षरित करते है और इसका विस्तार 2 वर्ष तक या वारंटी अविध सिहत संविदा के पूर्ण निष्पादन तक, इनमें से जो भी बाद में हो, होगा।यदि बोली लगानेवाला/संविदाकार असफल रहता है, तो यह सत्यनिष्ठा समझौता संविदा हस्ताक्षरित किए जाने की तारीख से 6 महीने के बाद समाप्त हो जाएगा।

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.

यदि इस समय के दौरान कोई दावा किया जाता है/दायर किया जाता है, तो वह तबतक बाध्यकारी होगा और यथा ऊपर निर्दिष्ट इस समझौते के व्यपगत होने के बावजूद वैध बना रहेगा जबतक कि इसे केओपीटी के अध्यक्ष द्वारा ख़ारिज/अवधारित नहीं किया जाता है /

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, KoPT.

खंड/Section 11 - अन्य प्रावधान /Other Provisions:

(1) यह करार भारतीय विधि के अध्यधीन है। कार्यनिष्पादन और अधिकारिता का स्थान कोलकाता में प्रिंसिपल का रजिस्ट्रीकृत कार्यालय है।

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) परिवर्तन और पूरक एवं समाप्ति की नोटिस लिखित रूप में अंग्रेजी में तैयार किया जाना अपेक्षित है।

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

(3) यदि संविदाकार कोई भागीदारी फर्म या सहायता संघ है, तो यह समझौता सभी भागीदारों या सहायता संघ के सदस्यों द्वारा हस्ताक्षरित होना चाहिए।

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

(4) यदि इस करार के एक या कई प्रावधान अवैध हो जाते हैं, तो इस करार का शेष वैध रहता है। ऐसे मामले में, पक्षकार अपने मूल आशय के प्रति एक समझौता करने का प्रयास करेंगे।

come to an agreement to their original intentions. (प्रिंसिपल के लिए और उसकी ओर से) (बोली लगानेवाले/संविदाकार के लिए और उसकी ओर से) (For & on behalf of the Principal) (For & on behalf of Bidder/Contractor) (कार्यालय की मुहर) (कार्यालय की मुहर) (Office Seal) (Office Seal) स्थान/Place: दिनांक/Date : साक्षी/Witness 1: (नाम और पता) (Name & Address) साक्षी/Witness 2: (नाम और पता) (Name & Address)

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

अनुबंध-क/ANNEXURE-A

विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों के लिए दिशानिर्देश GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 सभी निविदाओं के लिए विदेशी आपूर्ति कर्ताओं के भारतीय एजेंटों का अनिवार्य रजिस्ट्रीकरण होगा । जो एजेंट केओपीटी के साथ रजिस्ट्रीकृत नहीं है वह विहित आवेदन-फ़ार्म में रजिस्ट्रीकरण के लिए आवेदन करेगा। There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.

1.2 केओपीटी द्वारा आदेश दिए जाने के पूर्व रजिस्ट्रीकृत एजेंट प्रिंसिपल द्वारा प्रदत्त ऐसे प्रमाणपत्र की एक प्रमाणित फोटोस्टैट प्रति (नोटरी पब्लिक द्वारा सम्यक् रूप से प्रमाणित)/मूल प्रति फाइल करेगा जो एजेंसी करार की पुष्टि करता हो एवं एजेंट द्वारा उपभोग की जानेवाली हैसियत उसे प्रदान करता हो तथा प्रिंसिपल द्वारा एजेंट को प्रदान किए जानेवाले कमीशन/पारिश्रमिक/ वेतन/प्रतिधारण-शुल्क की पुष्टि करता हो।

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 KoPT.

1.3 जहां भारतीय प्रतिनिधि अपने प्रिंसिपल की ओर से सूचित करता है और विदेशी पार्टियां यह कथित करती हैं कि वे भारतीय एजेंटों को कोई कमीशन नहीं दे रही हैं एवं भारतीय प्रतिनिधि वेतन के आधार पर या प्रतिधारक के रूप में कार्य कर रहा है तो आदेश को अंतिम रूप देने के पूर्व पक्षकार(यानी प्रिंसिपल) द्वारा इस आशय का एक लिखित घोषणा-पत्र प्रस्तुत किया जाना चाहिए।

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

- 2.0 भारत में एजेंटों / प्रतिनिधियों के विवरण का, यदि कोई हो, प्रकटीकरण DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 विदेशी राष्ट्रीयता के निविदाकर्ता अपने प्रस्ताव में निम्नलिखित विवरण प्रस्तुत करेंगे: Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 भारत में एजेंटों / प्रतिनिधियों के,यदि कोई हों, नाम और पते तथा प्रिंसिपल के साथ अभिबंधन के लिए दिए गए प्राधिकरण और प्राधिकार की सीमा । यदि एजेंट / प्रतिनिधि कोई विदेशी कंपनी हो, तो यह पुष्टि की जाए कि वह वास्तविक सारवान कंपनी है और उसके ब्योरे प्रस्तुत किए जाएँ।

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 भारत में ऐसे एजेंटों/प्रतिनिधियों के लिए उत्कथित मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

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

2.1.3 निविदाकर्ता का इस आशय का पुष्टीकरण कि भारत में उसके एजेंटों/प्रतिनिधियों को देय कमीशन/पारिश्रमिक का, यदि कोई हो, भुगतान केओपीटी द्वारा केवल भारतीय रुपयों में किया जाए।

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

2.2 भारतीय राष्ट्रीयता के निविदाकर्ता अपने प्रस्तावों में निम्नलिखित विवरण प्रस्तुत करेंगे: Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 विदेशी प्रिंसिपल की राष्ट्रीयता और उनकी स्थिति निर्दिष्ट करते हुए यानी क्या वे प्रिंसिपल का प्राधिकार-पत्र धारण करनेवाले निर्माता या निर्माता के एजेंट हैं जिसके द्वारा एजेंट को सीधे या एजेंटों/प्रतिनिधियों के जरिए भारत में निविदा के प्रत्यूत्तर में प्रस्ताव प्रस्तुत करने के लिए विशेष रूप से प्राधिकृत किया गया है, उनके नाम और पते ।

The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 निविदाकर्ता दवारा स्वयं के लिए उत्कथित मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

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

2.2.3 निविदाकर्ता के विदेशी प्रिंसिपल का इस आशय का पुष्टीकरण कि उत्कथित मूल्य में निविदाकर्ता के लिए आरक्षित कमीशन /पारिश्रमिक का, यदि कोई हो, भुगतान भारत में केओपीटी द्वारा समतुल्य भारतीय रुपये में किया जाए।

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 KoPT in India in equivalent Indian Rupees.

2.3 किसी भी मामले में, संविदा को कार्यान्वित किए जाने की स्थिति में, भुगतान की शर्तों में संविदा के अधीन बाध्यताओं से मुक्ति के बाद 90 दिन की समाप्ति पर भारत में एजेंटों/प्रतिनिधियों को भारतीय रुपये में देय कमीशन/ पारिश्रमिक के,यदि कोई हो, भुगतान का प्रावधान रहेगा ।

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

2.4 उपर्युक्त पैरा 2.0 में यथापेक्षित सही और विस्तृत जानकारी प्रस्तुत करने में चूक करने से संबंधित निविदा अस्वीकृति के लिए दायी होगी या किसी संविदा के कार्यान्वयन की दशा में वह केओपीटी द्वारा पर्यवसान के लिए दायी होगी। इसके अलावा केओपीटी के साथ कारबार संबंधी लेन-देन पर पाबंदी लगाने के लिए शास्ति या नुकसानी होगी या कथित राशि का भुगतान करना होगा।

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

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