



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

KOLKATA DOCK SYSTEM

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

8, Garden Reach Road, Kolkata – 700 043

TENDER DOCUMENT

for

Work: Supply, Installation, Testing, and Commissioning of CCTV System at NSD with 4 years CAMC period after 1 year of warranty period.

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

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| • Site inspection followed by pre bid meeting | : 19. 06.2024 at 12.00 hrs. |
| • Start date of submission of e-tender | : 21. 06. 2024 from 12.00 hrs. |
| • Closing date for e- Tender | : 12. 07. 2024 up to 14.30 hrs. |
| • Date of opening of Techno commercial bid | : 13. 07. 2024 at 15.30 hrs. |

Tender Fee: Rs. 2950/- (including GST) (Non-Refundable)

Chief Mechanical Engineer

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

e-TENDER FOR “Supply, Installation, Testing, and Commissioning of CCTV System at NSD with 4 years CAMC period after 1 year of warranty period”.

NOTICE INVITING TENDER No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

TENDER NOTICE

Mechanical & Electrical Engineering Department of SMP, Kolkata invites E-Tender under single stage Two-part system (i.e. Techno-Commercial Bid and Price Bid) for **“Supply, Installation, Testing, and Commissioning of CCTV System at NSD with 4 years CAMC period after 1 year of warranty period”.**

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

SCHEDULE OF TENDER (SOT)

TENDER NO.	SMP/KDS/Mech/C/ADV/670 dated 10.06.2024
MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://eprocure.gov.in) The intending bidders are required to submit their offer electronically through e-Tendering Portal. No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs. 3,89,83,461/- (Rupees Three Core Eighty-Nine Lakhs Eighty-Three Thousand Four Hundred Sixty-One Only), exclusive of GST.
i) Earnest Money Deposit @ 2% of Estimated value of Tender ii) Tender Cost	The intending bidders should submit Earnest Money of Rs. 7,79,669.22/- (Rupees Seven Lakhs Seventy-Nine Thousand Six Hundred Sixty-Nine and Paise Twenty-Two Only). The intending bidders should submit Tender cost of Rs. 2950/-including GST @ 18%. “Tender Cost” & “EMD” containing Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in “Kolkata” drawn in favour of “Syama Prasad Mookerjee Port Kolkata.”
	Tender Fee and Earnest Money or valid NSIC /DIC/Udyam Aadhaar Memorandum Certificate, if applicable, are to be uploaded and must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, SMP, Kolkata, 8, Garden Reach Road, Kolkata -700 043, before opening of tender document, failing which techno-commercial bid will not be opened.
Performance Security Deposit	As per GCC.

Date of NIT available to parties to download	10.06.2024 at 17-00 hrs.
Date and time of site inspection & Pre-Bid meeting	19.06.2024 at 12.00 hrs. No Prebid queries will be accepted after the Prebid meeting.
Date of starting of online submission of bid (Techno-Commercial Bid and price Bid) through CPP Portal	21.06.2024 from 12.00 hrs.
Date of closing of online submission of Bid.	12.07.2024 up to 14.30 hrs.
Date and time of opening of Techno-Commercial Bid	13.07.2024 up to 15.30 hrs.
Date and time of opening of Price Bid	To be informed separately by letter or email or telephone.

- Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust, Kolkata) from GST registered domestic Contractors for executing the work.
- The tender document through NIC's CPP portal is available from 10.06.2024 to 13.07.2024 and can be downloaded from the official website of SMP, Kolkata and through <https://eprocure.gov.in>.
- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <https://smportkolkata.shipping.gov.in/> [Tender Mechanical & Elect. Eng. Dept.] and <https://eprocure.gov.in> portal and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
- The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement (GePNIC) as explained in the tender document.
- No physical tender is acceptable by Kolkata Dock System.
- Minutes of meeting /Corrigendum / addendum / clarifications, if any, shall be hosted on the <https://smportkolkata.shipping.gov.in/> and/or <https://eprocure.gov.in>.

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

List of Annexure

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

Instruction to Tenderers	Annexure – A	Page: 5 - 7
Terms and Conditions of Tender	Annexure – B	Page :8 – 13
Special Conditions of Contract	Annexure – C	Page :14 – 23
Scope of Work and Technical Specification	Annexure – D	Page: 24 – 54
Preamble to Bill of Quantity & BOQ	Annexure – E	Page: 55– 65
Profile of Tenderer, Covering letter & Schedule “O”	Annexure – F	Page :66 – 72
Affidavit for ESI	Annexure – G	Page: 73
Indemnity Bond for ESI	Annexure – H	Page: 74
Undertaking Format	Annexure - I	Page: 75
Checklist for Documents to be Uploaded	Annexure – J	Page: 76
General Conditions of Contract, Forms and Agreement	Annexure – K	Page: 77-119

Chief Mechanical Engineer
SMP, KOLKATA
Tender Inviting Authority

INSTRUCTIONS TO TENDERERS

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust, Kolkata). **The e-procurement service provider is** NIC's CPP Portal for e-Procurement (GePNIC).

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

1.	<p>Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work.</p> <p>The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is available from 10.06.2024 to 13.07.2024 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smpportkolkata.shipping.gov.in/ and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement (GePNIC) as explained in the tender document.</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in.</p> <p>(A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid): Would be opened electronically of only those bidder(s) who's Part – I Techno-Commercial bid are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter. Bidder(s) can witness the opening of Bids electronically.</p>

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

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

Terms and Conditions of Tender

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024
Pre-qualification Criteria of the Bidders

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

i) The firms must have average annual financial turnover during the last three years ending 31.03.2023 should be at least Rs. 1,16,95,038/- (30% of estimated value). Audited Balance Sheets as well as 'Profit & Loss Accounts' for the last three financial years ending 31.03.2023 have to be submitted. In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2023, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).

ii) The firms must have either of the following as experience of having successfully completed similar works during last seven years, ending on 30.04.2024:

a) Three similar completed works each costing not less than Rs. 1,55,93,384/- (40% of the estimated value) (excluding GST).

Or

b) Two similar completed works each costing not less than Rs. 1,94,91,731/- (50% of the estimated value) (excluding GST).

Or

c) One similar completed work costing not less than Rs. 3,11,86,769/- (80% of the estimated value) (excluding GST).

Here "similar works" means **"Supply, installation & commissioning of IP based CCTV Surveillance System using wireless network with or without AMC, however in case of AMC only completed period of AMC work will be considered for evaluation"**. Work experience as a subcontractor or supply contractor shall not be considered as requisite qualification. The Tenderer shall have to upload documents (certified copy), viz. order letter, work completion certificate (from credential issuing authority) or proof of execution, TDS certificate including 26AS for validating the legitimacy of the work completion certificate.

The tenderer should be the Original Equipment Manufacturer (OEM) of CCTV System or Authorized System Integrator / Authorized Service Provider of the OEM for the Cameras, NVR, Wireless. If the tenderer is Authorized System Integrator/Authorized Service Provider of the OEM, then they should produce tender specific authorization letter from their OEM stating that tenderer is authorized for sales, service, installation & commissioning of these product

and shall be supported for technical assistance (for hardware and software) during the warranty period and CAMC period. All IP based cameras, NVR, CMS should be from same OEM. The tenderer should also submit the authorization from OEM stating that the items quoted by the tenderer are in production and would be supported for service for at least 5 years from the date of tender. The OEMs of hardware components viz. camera & wireless links should have service center in Kolkata. Details of the same are to be provided along with bid.

OTHER INSTRUCTION:

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

(a) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) as cost of Tender Document/Tender Fee.

(b) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for Rs. 7,79,669.22/- (Rupees Seven Lakhs Seventy-Nine Thousand Six Hundred Sixty-Nine and Paise Twenty-Two Only) as Earnest Money Deposit.

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

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

- (i) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2020-21, 2021-22 & 2022-23), and the same should be audited as per relevant norms wherever required. Certificate issued by concerned Chartered Accountant on or after 01.02.2019 must incorporate UDIN (Unique Document Identification Number). In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2023, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.
- (ii) Self-attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- (iii) Copy of self-attested valid GST Registration Certificate.
- (iv) Copy of self-attested ESI registration certificate, OR an affidavit before a first-class judicial magistrate as per the format given in Annexure-G (in case the Tenderer is not covered under ESI Act or exempted from it). The tenderers, if not covered under ESI Act, shall additionally indemnify SMP, Kolkata against all damages and accidents to his laborer in a non-judicial stamp paper as per the format given in Annexure-H. The contractors should declare and state in the averment in the Affidavit and in the indemnity bond that in case such declaration will be found wrong and false, they will be held responsible for all consequences in respect of compliance of The Employees State Insurance Act 1948.
- (v) Certified copy of valid Trade License / else document in support of exemption.
- (vi) Copy of self-attested PAN Card of the firm / company issued from Income Tax Department.
- (vii) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by SMP, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- (viii) Copy of valid Professional Tax clearance / Up-to-date Profession Tax Payment challans (if applicable) / else document in support of exemption.
- (ix) Details of registration under EPF Act: Intending tenderers shall have to furnish the details of EPF Registration, failing which tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.
- (x) The successful Bidder should submit Electrical Supervisory Certificate of competency of the personnel who will carry out the electrical and its allied works.
- (xi) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Proforma (Form-D).
- (xii) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Proforma.

- (xiii) Details of the firm as per ‘Schedule-O’ of the tender document.
- (xiv) A declaration has to be furnished by the tenderer stating (undertaking) that the entire tender document, GCC and addenda has fully been read and understood (Annexure-I).
- (xv) Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- (xvi) Checklist of Documents to be uploaded (Annexure-J).
- (xvii) TDS certificate including 26AS for validating 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: During techno-commercial evaluation of tender, an offer shall be considered non-responsive in case of non-submission of the following ‘Essential’ documents or non-fulfillment of following criteria:

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

N.B.-3: In addition to the above, a bidder may be disqualified, even though the bidders meet the above qualifying criteria, if:

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

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

- 3. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.
- 4. Please note that there is no provision to take-out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any CORRIGENDUM uploaded against the said tender after downloading the tender document. The responsibility of downloading the related CORRIGENDUM, if any, will be that of downloading parties.

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

5. Techno-commercial bids will be opened on the schedule date of opening of techno-commercial bid. Price Bids of only techno commercially qualified bidders shall be opened on a suitable date, to be intimated beforehand. However, for a single part single envelope tender both the Techno- commercial bids & Price Bids will be opened simultaneously for evaluation.
6. The Trustees reserve the right to accept or reject the tender without assigning any reason whatsoever.
7. The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
8. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 18-00hrs.
9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Site Inspection and Pre-bid meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hosted in SMP, Kolkata's website for information of all concerned and the same shall form a part of the Tender Document. Any offer having deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.
10. The quoted rate should be exclusive of GST. The rate quoted in the tender shall hold good and shall be binding on the tenderer notwithstanding any increase in the prices of the materials and labour or in the freights or levy or other charges whatsoever and the tenderers shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.
11. **Validity of offer:** The offer shall remain valid for acceptance for a period of 120 days from the date of opening the Techno-commercial Bid. In the event of tenderer withdrawing their tender before the expiry of tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited. If tender process could not be finalized within 90 days, the EMD is to be revalidated accordingly.
12. The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

13. Evaluation criteria:

- a. During evaluation of Price Bid, 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.
 - b. The price offer should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.
14. If excess work is required to be carried out in addition to the quantities stipulated in BOQ, the amount will be paid on par with the quoted offer and as per actual measurement. In case of extra work, the same will be paid as per rate of PWD schedule/ CPWD schedule/ rate of reputed manufacturer /market rate with justification of rates as the case maybe.
15. The contract document shall be drawn in English language only.
16. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable. Payment to the laborers to be made as per the minimum wage rate 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 along with EPF /ESI and other statutory benefits, if applicable.

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

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract.

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

Special Conditions of Contract

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

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

the Tenderers to any officer, employee or representative of SMP, Kolkata or any other person on his or their behalf in relation to the acceptance of this tender.

10. The Tenderer shall disclose the names of their Partners /Directors/ Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to SMP, Kolkata. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/ contract, if entered into, may be terminated.
11. At any time, prior to the last date of submission of Tenders, SMP, Kolkata reserves the right to amend and modify the Tender Document. Such amendment shall be hoisted in NIC's CPP Portal as well as in SMP, Kolkata's Portal and SMP, Kolkata would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderers. SMP, Kolkata may, at its discretion, alter any of the major dates like pre-bid meeting, last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment/modification.
12. The Tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse on their part for infringing any of the conditions of the tender.
13. The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/ Regulations/By-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.
14. While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.
15. **Completion Time: One Hundred Eighty (180) days from the date of placement of order letter.**
16. The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled.
17. The tenderer/s shall distinctly understand:
 - A. that they will be strictly required to conform to the General Conditions of Contract and Specification as contained in each of its clause.
 - B. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

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

18. **Safety:** The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall ensure that his employees observe the statutory safety rules and regulations. 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, equipment 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, equipment, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition. The contractor shall provide **PPE's (Personal Protective Equipment)** 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 equipment shall comply with 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 is to be provided by the successful contractor 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 vegetation 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 of suitably.
19. **Entry Permit:** The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Dock Permits:
- A. **All** representatives and workers of the contractor shall possess the RFID Dock Permit issued by Dock Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, free of cost. A token charge as per applicable present rate per person per occasion will be levied for creation of new IDs in the permit system. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.

- B. **The Contractor** shall ensure that any Dock Permit issued to their workmen or representative by the Permit Office are not misused by un-authorized persons for entry into the protected dock area.
 - C. **It** shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
 - D. Contractor and their workmen including driver & helper must use PPE i.e. safety helmet, safety shoe etc. at the time of work inside the dock premises.
 - E. **The Contractor** and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.
20. **Permission from statutory bodies:** The Contractor shall make arrangement from his own cost for obtaining permission and relevant clearance from the statutory bodies such as Municipal Corporation, Electricity Authorities etc. on payment of necessary charges/fees etc. by the bidder.
21. **Drawings:** On completion of all work, the Contractor shall furnish three copies of all “As made” Network Architecture diagram to the Engineer without any cost.
22. **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.
23. **Testing and commissioning:** Before each test, the Contractor shall obtain permission from the Engineer and all tests shall be conducted in presence of duly authorized representative and the Electrical Inspector wherever it is necessary. Record of each test shall be prepared after the test and this record shall be signed by the Contractor’s representative conducting the test. Copies of those records in quadruplicate shall be submitted to the Engineer. A certificate in quadruplicate shall be furnished by the Contractor or countersigned by his certified Supervisor under whose direct supervision the installation has been carried out. The Testing & Commissioning and its related charges are to be borne by the Contractor at his own cost.
24. **Identification mark:** For identification of various equipment letter/figure writing of sizes varying from 12 mm. to 75 mm. with enamel paint of approved shade /standard ferules are to be carried out at the expenses of the contractor as per directive of Engineer.
25. The tenderer must produce evidence with his tender that he had experience and fully capable of carrying out work of this class and magnitude and by way of proof shall submit along with his tender under ‘**Schedule-O**’ a list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.
26. **Cleaning during execution and after completion:**
Any damage done to the structures during execution of work should be made good by the contractor at his own cost. On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his

works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable material found during the course of execution at the work site or its vicinity to SMP, Kolkata store/yard, dispose of the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

27. Protection of existing service:

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

28. Forwarding of Materials:

All dismantled unserviceable materials are to be disposed of beyond the office compound and in conformity with the Municipal/corporation Rule at the contractor's own cost. The contractor shall have to arrange transport for forwarding the saleable/ unusable/ defective/ usable materials that may be found during the process of execution of the work to the Trustees sales yard or any other site/ Godown including labour, transportations, loading, unloading all complete as per the direction of the Engineer.

29. The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for commissioning of the work & maintenance work thereafter at no extra cost to SMP, Kolkata.
30. The contractor shall start the work on "As-is-where-is" basis of the electrical installations.
31. The Contractor shall arrange the services, if any, required from indigenous/ foreign companies at no extra cost to SMP, Kolkata.
32. SMP, Kolkata will provide general security of the entire working area. SMP, Kolkata is covered by **ISPS (International Ship and Port Facilities Security)** code. The contractor shall have to arrange for security of their materials, equipment, stock etc., if considered necessary, and related coverage at his own cost for both inside & outside of dock premises.
33. The stores/equipment/plant/machineries shall strictly conform to the tender specifications and shall be capable of satisfactorily performing the duties intended for in the specification.
34. Electricity will be provided free of cost from nearest available source for carrying out the works, if necessary. Water and Toilet facility, as available within the premises, shall be extended to the Contractor's men free of cost.

35. The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to SMP, Kolkata or the participants /visitors at the port.
36. The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.
37. SMP, Kolkata and the contractor will nominate a number of officers with their contact nos. indicating the chain of command at the field level that will operate within the terms of the contract to ensure minimum interruption, smooth functioning and optimum utilization of the electrical installations and the related distribution system.
38. The contractor shall conform to all the formalities as laid down in the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under in vogue and subsequent amendments, if any, while executing the contractual works.
39. Contractor shall have to arrange security for their equipment/office/stores etc. at their own cost and responsibility.
40. The tenderer/s shall submit manufacturers Test Certificates for all the bought-out items envisaged in the equipment.
41. An agreement shall have to be executed at the expense of the contractor within 30 days from the date of issuance of Order letter by successful tenderer on a non-judicial stamp paper of at least Rs. 60/- as per format enclosed with the General Conditions of Contract. All correspondence between the contractor and SMP, Kolkata and all documents to be submitted from the date of opening of tender up to the issuance of work order should form part of the contract agreement.
42. For erection, if applicable, of the stores/ plant/ equipment/ machineries/ item, all connected work including grouting bolts, Base frame and Bed plate etc. shall be provided by tenderer. During erection all tools and tackles are to be provided by Tenderer. Tenderer should guard all equipment, etc. at site by his own men at his own cost. However, only space for keeping the materials for execution of the work may be provided by SMP, Kolkata on free of cost basis.
43. The contract shall be drawn up in English language only.
44. The firm /contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.
45. The responsibility in respect of the antecedents/Credentials of the persons engaged by the contractor rest with the contractor.
46. Operation and maintenance of all electrical installation in accordance with Manufacture's specification, instruction Manuals, IE Rules and other relevant rules are to be carried out.
47. The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP, Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.

48. The tenderer/s shall afford all facilities to the Engineer at their own arrangement for inspection and demonstration of the equipment, quoted for.
49. All payments like refund of Earnest Money, Security Deposit and all bills of contractors' will be paid through RTGS/NEFT. For this purpose, following details are to be furnished by the tenderer:
- i. Name of the bank :
 - ii. Name of the Branch with Code No. :
 - iii. Bank account no. :
 - iv. Type of account : Saving/Current/Cash Credit
 - v. MICR No :
 - vi. IFSC Code :

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

50. The tenderer/s have to fill in the Technical Data. The successful tenderer shall have to supply materials and execute the work as per Technical Data offered by them.
51. All materials/equipment are to be supplied progressively as required at site subject to prior approval of Engineer or his representative at his own cost.
52. During course of examination of Techno-commercial Bid, the bidders if asked for shall furnish any or additional documents for the purpose of evaluation of his/their bids. The price part of bid of those bidders who qualifies in the techno-commercial part as per qualifying criteria of the NIT shall be considered for price evaluation as per terms of tender document.

53. Priority of Contract Documents:

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

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

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

54. **Custodian Certificate:** After delivery at site the supplied materials are to be verified by SMP, Kolkata Officials and the custodian certificate is to be issued by the Contractor in this regard for consumption of such materials in the instant work.
55. **Termination of contract and Risk Purchase Clause:** Will be applicable as per **clause No. 8** of SMP, Kolkata's General Conditions of Contract.
56. In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer, SMP, Kolkata, thereon shall be final and binding upon all parties.
57. **Good Conduct:** If a bidder has had previous history of “**defined misconduct**” (such as banning from/ by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be ignored.
58. Even though the bidders meet the qualifying criteria, they will be disqualified if they are found to 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 and suitable punitive action shall be initiated by SMPK appropriately.
59. **Preference to Make in India:** The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the “Public Procurement (Preference to Make in India), Order 2017- Revision regarding”, circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P- 45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.
60. **Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.
61. **Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India's Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that “Any import of equipment/components/parts from “prior reference” countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India's Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:
- A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
 - B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.
 - C. Bona fide small procurements, made without knowing the country of bidder and

D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.”

62. **Warranty/Defect Liability Period:** The contractor shall make good at his own expenses of all defects, due to faulty design, materials, and workmanship, which may develop under proper use during a period of 12 months from the date of commissioning/handing over of the work. Should any difference of opinion arise on any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the Trustees will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as security deposit so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit, the Contractor shall pay the balance to the Trustees forthwith on demand. Where the Contractor has submitted bank guarantee in lieu of cash security money, the cost of such repairs will be payable to the Trustees forthwith on demand.

63. TERMS OF PAYMENT:

A. Payment for SITC:

i) Supply items:

- a) 60% payment against supply and delivery of materials / equipment / machineries / items on production of proper purchase documents / challans at site together with required Test Certificates (as applicable) etc. from appropriate authorities including inspection certificate of SMP, Kolkata’s representative, as applicable and on submission of Custodian Certificate.
- b) 30% payment against installation and commissioning.
- c) 10% payment against testing and handing over of the entire work after completion of work as per NIT.

ii) Installation and Commissioning:

- a) 90% payment against installation and commissioning.
- b) 10% payment against testing and handing over of the entire work after completion work as per NIT.

Payment will be made subject to **security deposit clause no. 3.4, 3.5 & 9 of GCC**. Payment will be made on the basis of actual measurement.

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

Relevant GST Clause:

- I. Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

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

65. All other terms and conditions excepting those mentioned separately shall be governed by SMP, Kolkata's General Condition of Contract.

Annexure – D

SCOPE OF WORK AND TECHNICAL SPECIFICATION

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

The scope of work shall be “Supply, Installation, Testing and Commissioning of CCTV System at NSD with 4 years CAMC period after 1year of warranty period”.

The CCTV System shall be designed to operate on 230V, 50Hz single-phase power supply. If any equipment operates on any voltage other than the supply voltage and supply frequency, necessary conversion/correction device for supply may be indicated & supplied along with the equipment. Power supply source to the camera and other outdoor & indoor equipment at site will be drawn from the nearest available power source. The firms should offer high quality reputed make CCTV surveillance devices that are certified by BIS/UL and complaint to ONVIF. The firms may offer items having higher specifications over and above the minimum generic specifications mentioned in Technical Specifications.

The video data is required to be transmitted through cable/digital wireless RF Link without loss of video quality. The system should allow SMPK to locally monitor the feed through LED monitor/Video Wall for at least last 90 days of recording. The CCTV system is required to be installed at both indoor & outdoor locations. Hence, it should meet environmental protection standard such as IP rated protection against dust, heavy rain, humidity, heat, etc. & must be integrated by the camera manufacturer. All outdoor cameras are required to equipped in outdoor weather proof Toughened Housings & Protections in order to withstand in all weather conditions. Further, all the equipment of external fitment like camera enclosure, etc., shall be weatherproof and the tenderer shall produce relevant document.

The wireless networks shall operate under ISM license free band frequencies (both in 2.4 GHz and 5 GHz sub-band) suitable for outdoor applications having integrated and/or external antenna system.

All the required software and firmware upgrades shall be the tenderer's responsibility without having any additional cost during the one-year warranty period and Comprehensive Annual Maintenance Contract period (CAMC). All necessary documents, manuals, and network topology (SLD) for system operation and maintenance, at least three sets are to be provided.

Details of scope of work are given below:

- (i) Supply, Installation& commissioning of 2 MP (1080p) IP PoE enabled Vari-focal lens Day/Night (Bullet) Camera with video analytics.
- (ii) Supply, Installation& commissioning of 2MP (1080p) IR PoE enabled PTZ Network (IP) Camera with video analytics.
- (iii) Supply, Installation, Testing and commissioning of 3× 5 MP Outdoor Multi-

- directional + 2 MP (1080p) PTZ Network Camera with video analytics, PoE enabled, Camera.
- (iv) Supply, Installation, Testing and Commissioning of 70 meter or better, external, or internal IR illuminator for each directional camera i.e. (3 nos. for each multi directional camera).
 - (v) Supply, installation, testing, and commissioning of a minimum 500 Mbps (throughput) wireless subscriber module.
 - (vi) Supply, installation, testing, and commissioning of 1.3 Gbps Capacity (Maximum aggregate throughput) wireless transmitter receiver set.
 - (vii) Supply, installation, testing, and commissioning of multi point radio with access point sector antenna.
 - (viii) Supply & Installation and commissioning of 128 GB Micro SD SURVEILLANCE Memory card.
 - (ix) Supply, installation, testing and commissioning of Gigabit Ethernet Surge Suppressor.
 - (x) Supply, installation, testing and commissioning of 10 KVA UPS.
 - (xi) Supply, Installation, Testing& Commissioning of 32 Channel NVR with software with required storage facility for at least 90 days recording.
 - (xii) Supply, Installation & commissioning of PoE Network Switches as per technical specification and BOQ.
 - (xiii) Supply, Installation, Testing and Commissioning of 4U outdoor rack (IP65/55).
 - (xiv) Supply, Installation, Testing, and Commissioning of Floor Standing 32U RACK.
 - (xv) Supply & laying of Six Core Single Mode armored OFC cable as per technical specifications.
 - (xvi) Supply, Installation, and Commissioning of other network accessories including RJ45 Connectors, Patch Cord, OFC patch cords, saddle, bends, clamps, joint boxes, LIU, HDMI cables, Display cable, 10 GB SM Duplex Fiber Optic Transceiver, splicing charges for OFC, etc. for installation of camera, NVR, rack, network switch, wireless, display, etc. as required for commissioning the CCTV system.
 - (xvii) Supply & laying of armoured CAT-6 cable.
 - (xviii) Supply & laying of 3C 2.5 sq.mm. XLPE insulated armoured Cu Cable.
 - (xix) Supply, Installation, and Commissioning of Client PC or Workstation with graphics to run the displays as per technical specifications.
 - (xx) Supply, Installation, and commissioning of 55" LED Display with Wall Mounting accessories.
 - (xxi) Supply with Erection of 20 or 21 Mtrs Galvanized Tripod Tower with required civil M20 RCC Foundation work.
 - (xxii) Supply, Delivery, Erection of 9-meter-high GI Pole of type 410 SP 28 with base plate and cap with required civil foundation.
 - (xxiii) Supply of 15 Feet GI Pipe and Installation of same on wall or structure or roof with suitable clamps or supports or foundation.

(xxiv) S&F Lightning conductor Air-terminals.

(xxv) Supply with Erection of 9-meter GI guyed Lattice Mast with required civil Foundation work for roof mount.

(xxvi) Supply, Installation, Testing and Commissioning of Earthing.

(xxvii) Wiring, Modular Switch Board, switches, and sockets.

(xxviii) Supply, Installation and Commissioning of SPNDB and DPMCB with enclosure.

(xxix) Supply, Installation, and commissioning of Central Management software as per technical specifications.

(xxx) Supply, Installation, and commissioning of Video analytics software as per technical specifications.

(xxxi) Supply, Installation, and commissioning of 1G Single mode SFP Module.

(xxxii) Designing the network architecture and entire CCTV solution for successful commissioning of the system.

Any work, considered by the Contractor as required and not mentioned hereunder, for successful completion of the project, is to be included in the item of bill of Quantity suitably.

The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation, 2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and also code of practice for fire safety of buildings (general): Electrical Installations, IS:1646:1997.

The quanta of cameras are stated in the BOQ. The location and quantum of cameras may get changed at the time of execution for which payment will be made on actual. However, the bidders are advised to make a detail study of the areas for their convenience. The work is urgent in nature and the successful bidder must accord top priority in execution of the project. No excuse on ignorance as to the site conditions will be entertained.

The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of the work and materials necessary for the completion of the work and in general shall obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works/items/quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works.

SCOPE OF WORK FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT PERIOD AND WARRANTY PERIOD

The tenderer shall depute two nos. of Technicians (2 nos. of Highly Skilled) for carrying out the above work who will be stationed at the control room during the free maintenance contract period (warranty period of 1 year) and thereafter the comprehensive maintenance contract period of 4 years. The technicians are to be deployed from 9.00 Hrs. to 18.00 Hrs. with suitable break, or the time period of deployment may be decided in consultation with the CISF personnel deployed there. Suitable reliever is to be arranged for the technicians. During both the maintenance period, maintenance personnel of the tenderer shall visit various locations of CCTV Surveillance System for routine as well as breakdown maintenance as per the requirement of SMPK.

Technician along with their minimum qualification & experience that is required is given below:

SL.No.	Designation	Qualification	Experience
1	Highly Skilled Technician	Diploma in Electronics/Computer Science/IT/Communication/Relevant Trade 27 or	Minimum two-year working experience in the relevant field.

2		ITI in Electronics /Computer Science/IT/Communication/Relevant Trade or CCNA Certified	Minimum five-year working experience in the relevant field.
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All tools, testing equipment's for analyzing the performance of camera, system software, wireless link and path loss calculation, switches, NVR, cables, etc., at various locations are to be provided to the technician.

Preventive and breakdown maintenance should be carried out to maintain the equipment's in healthy operating condition. Preventive maintenance shall be carried out as per approved schedule which has to submit by the firm to KDS. The two service technicians permanently deputed to the Port shall ensure prompt attendance to any breakdown calls and carry out any other regular maintenance that is required such as cleaning of the camera faces from time to time to ensure picture perfect visibility. The contractor has to maintain adequate spares to meet any eventuality. Maintain operation and maintenance logbooks and records of preventive maintenance, non-availability of the system. All defective items, if replaced should be identical/ equivalent/ better ones subject to compliance of Govt. of India guidelines on importation.

Additional manpower if required for attending any major breakdown call the same should be provided by the contractor at free of cost.

SMPK is not in a position to extend telephone facility to the contractor. The contractor personnel have to maintain a mobile phone at site. The cost of instruments and Monthly rental/call charges are to be borne by the Contractor during the maintenance period.

SMPK's personnel including CISF personnel need to be given training on operation of system at SMPK site after acceptance of System. All necessary documents and manuals for system operation and maintenance, at-least three sets of each equipment are to be provided. Providing Free Warranty support for a period of 12 months from date of handing over of the System after successful commissioning and providing an undertaking for offering Annual Maintenance Contract on payment for a period of 4 years from expiry of the warranty period and quote the charges for the AMC.

Payments to the contract labour are to be paid by the contractor as per minimum rates of wages fixed by Central Government/State Government (whichever is higher) which are revised from time to-time. Further, the contractor has to submit documentary evidence in support of the payments made to the labour engaged in the work along with subsequent running account bill. SMPK will reimburse the proportionate escalated /de-escalated minimum rates of wages during the AMC period after implementation of the maintenance period to the contractor including ESI / EPF on differential amount due to change in minimum wage rate keeping aside other components.

In respect of P.F. contribution recovered from the labour and remitted to the P.F. Commissioner, documentary evidence in support of the same is to be submitted along with individual PF Nos. by the contractor during subsequent running account bill, failing which the bill will not be processed.

The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to -

- a. Minimum Wages Act, 1948(Amended).
- b. Employees Liabilities Act, 1938.
- c. Industrial Dispute Act, 1938 and 1940.
- d. The Contractor Labour (Regulation& Abolition) Act, 1970 or statutory amendments and modification thereof, any other laws relating thereto and Rules made there under from time to time. It will be the duty of the contractor to abide by the provisions of the Act.
- e. Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976.
- f. 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.
- g. MP & EPF Act 1952 and as amended from time to time.

The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of contract.

The staff provided by the contractor to SMPK are in case found to be indulging in any undesirable or unfair activities in the premises of SMPK, the contractor will solely be responsible for all the consequences apart from the liberty of SMPK office to lodge complaints before appropriate authorities.

The breakdown call is to be attended within 6 hrs. of oral/written communication and is to be commissioned within 2 days' time thereafter. In case it is not possible due to valid reason (major fault, replacement of spare parts not readily available, etc.) which is to be acceptable to CME, then the same must be commissioned within 10 days from the date of breakdown call. Non acceptance of reasons for delay by CME/non-commissioning of equipment's within 10 days will attract penalty and the contractor will have to pay to the trustee @ 0.1% of the CAMC value for that year per day for delay from 11th day onwards. Non acceptance of reasons for delay by CME/non-commissioning of equipment's within 10 days will attract penalty and the contractor will have to pay to the trustee @ 0.1% of the Security Deposit value for that year per day for delay from 11th day onwards in the 1-year warranty period.

The intending tenderer shall inspect the site of work in consultation with the Engineer and acquaint himself with the nature of Work before preparing his tender. His attention is drawn to relevant clause of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions will be entertained. Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following: - a) Provide all materials, supervision, services, scaffolding, and temporary lighting as required for work purposes etc. b) Prepare and submit for review and assessment to the Engineer, the working drawings showing how the work is actually going to be done as may be required by him. c) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities is not affected for which no such extra payment will be entertained.

Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of bill of Quantity suitably, which should be finalized in the pre-bid meeting.

The Single Line Diagram of Network Architecture should be prepared by the Successful Tenderer and the same should be submitted to the Engineer in triplicate after installation.

Shifting of CCTV cameras as per requirement of SMPK

At any stage during the CAMC or the warranty period, SMPK may ask the contractor to shift a particular CCTV camera from one location to another. For which additional payment will be made as per the BOQ rates of the order letter for Shifting, Installation, Testing and Commissioning of the CCTV cameras. For any item required outside the BOQ items of this tender, payment will be made after suitable rate justification.

Payment for maintenance period

Payment will be made on pro-rata monthly basis on successful maintenance of the CCTV surveillance system as per schedule. Copies of maintenance job card duly signed by SMPK officials are to be submitted along with monthly bills.

Any defect and / or deficiency in the CCTV system shall have to be made good by the contractor before any bill is passed for payment. Payment will be made subject to security deposit clause 3.4, 3.5 & 9 of GCC. Payment will be made on the basis of actual measurement

TECHNICAL SPECIFICATIONS

The MAC address of the IP cameras must be registered in the name of OEM supplying the cameras.

The minimum technical specification of different items of CCTV surveillance system will be as follows:

A. CCTV Camera (3×5 MP Outdoor Multi-directional + 2MP (1080p) PTZ Network Camera) with external or internal IR illuminator

SL. No.	Parameter	Specifications	Compliance (Yes/No)
1	Image Sensor Type	CMOS	
2	Image Sensor Size	1/2.8(0.357) inch for PTZ and 1/2.7 (0.370) inch for Fix or 1/ 2.5 inch for both or better	
3	Camera Image Sensing capacity (Picture Mode)	5MP resolution for Fix and 2 MP resolution for PTZ or better	
4	Resolution	1080p (1920 x 1080 Pixel) or better for PTZ and 1728p (3072 x 1728 Pixel) or better for Fix	
5	Electronic Shutter	16/30 to 1/10,000 sec or better	
6	Day/Night Capable	Yes, True day/night	
7	IR illumination Range(mtr)	70 or better, with external or internal Illuminator	
8	Focal Length(mm)	Motorized Varifocal Lens with 20 X Optical Zoom or better for PTZ	
9	Frame Rate(fps)	60 fps for PTZ and 15fps for FIX or Better	
10	Video Compression	H.264, H.265, MJPEG	
11	Video Streaming	Multiple stream Support	
12	Image features	Defog, BLC, HLC	
13	Audio Support	Yes, 2-way audio	
14	Alarm Support	Yes. Alarm in and alarm out	
15	Audio Compression	G.726(ADPCM), AAC-LC, G.711	

16	Protocols	TCP/IPv4 & v6, UDP/IP, HTTP, HTTPS, SSL/TLS, SMTP, DNS, NTP, SNMPv1/v2/v3, DHCPv4 & v6, RTP, MLD, ICMP, ARP, IEEE 802.1X, DiffServ, SFTP, MQTT, LLDP, RTSP, RTP, RTP/RTCP, DDNS, UPnP, IGMP, SRTP	
17	Minimum Illumination for Capturing Color Image	0.01 or better, 0 lux with IR	
18	WDR (Wide Dynamic Range)	130dB for PTZ and 100 dB for Fix or better	
19	SNR (Signal to Noise Ratio)	40 or better	
20	On Board SD/SDHC Card Support	Yes	
21	SD Card Memory (GB)	256 or better	
22	ONVIF support	Support for all profiles (G, S, T, M)	
23	Installation Type	Outdoor	
24	Material of the Housing construction	Aluminum/Metal	
25	Protection	IP67, NEMA 4X compliant or better	
26	Vandal Resistant Housing	Should be available	
27	Ik rating	IK10	
28	Power Input	PoE++	
29	Operating Temperature	0°C to 55°C or better	
30	Operating Humidity	Max 90% RH or better	
31	Certification	BIS	
32	BIS Registration for safety general Requirements as	Yes	

	Per IS 13252 (Part1): latest		
33	Lens Type	Motorized Vari focal Zoom lens	
34	Type of Camera Housing	Outdoor PTZ CAMERA	
35	IP Camera with built-in AI Engine for Ready to installing 3rd party applications	Yes	
36	IP Camera	Yes	
37	Video analytics requirements	Intruder Detection, Loitering Detection, Direction Detection, Scene Change Detection, Object Detection, Cross Line Detection, Vehicle Detection (Edge based analytics)	

B. CCTV Camera (PTZ Network (IP) Camera)

SL.	Parameter	Specifications	Compliance (Yes/No)
1	Image Sensor Type	CMOS	
2	Image Sensor Size	1/2.8(0.357) type CMOS image Sensor or better	
3	Camera Image Sensing capacity (Picture Mode)	2MP resolution or better	
4	Resolution	720p(1280x720Pixel),1080p (1920x 1080Pixel) or better	
5	Electronic Shutter	1/30 to 1/10,000sec or better	
6	Day/Night Capable	Yes, True day/night	
7	IR illumination Range (Mtrs)	300 or better	
8	Focal Length(mm)	5 - 170 (+/- 2mm) Motorized Vari focal Lens with 40X optical Zoom or better	
9	Frame Rate(fps)	60 fps or better	
10	Video Compression	H.264, H.265, MJPEG	
11	Video Streaming	4 streams or better	
12	Privacy Masking	30 Zone or better	

13	Image features	Defog, BLC, HLC	
14	Audio Support	Yes, 2-way audio	
15	Alarm Support	Yes. Alarm in and alarm out	
16	Audio Compression	G.726(ADPCM), AAC-LC*7, G.711	
17	Protocols	TCP/IPv4 & v6, UDP/IP, HTTP, HTTPS, SSL/TLS, SMTP, DNS, NTP, SNMP, DHCP, RTP, MLD, ICMP, ARP, IEEE802.1X, DiffServ, SFTP, MQTT, LLDP, RTSP, RTP, RTP/RTCP, DDNS, UPnP, IGMP, SRTP	
18	Minimum Illumination for Capturing Color Image	0.01 or better, 0 lux with IR	
19	WDR (Wide Dynamic Range)	120 dB or better	
20	SNR (Signal to Noise Ratio)	40 or better	
21	On Board SD/SDHC Card Support	Yes	
22	SD Card Memory (GB)	256 or better	
23	ONVIF support	Support for all profiles, (G, S, T)	
24	Installation Type	Outdoor	
25	Material of the Housing Construction	Aluminum/Metal	
26	Protection	IP66, NEMA4X compliant or better	
27	Vandal Resistant Housing	Should be available	
28	Ik rating	IK10	
29	Power Input	PoE	
30	Operating Temperature	0°C to 60°C or better	
31	Operating Humidity	Max 90% RH or better	
32	Certification	BIS	
33	BIS Registration for safety general requirements as per IS13252(Part1): latest	Yes	
34	Lens Type	Motorized Vari focal Zoom lens	
35	Type of Camera Housing	Outdoor PTZ CAMERA	
36	IP Camera	Yes	
37	Video analytics Requirements	Intruder Detection, Detection, Loitering Direction Detection,	

		Scene Change Detection, Object Detection, Cross Line Detection, Vehicle Detection, (Edge based analytics)	
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C. CCTV Camera (Bullet Network (IP) Camera)

SL	Parameter	Specifications	Compliance (Yes/No)
1	Image Sensor Type	CMOS	
2	Image Sensor Size	1/2.8(0.357) type CMOS image Sensor or better	
3	Camera Image Sensing capacity (Picture Mode)	2MP resolution or better	
4	Resolution	720p (1280 x 720 Pixel), 1080p (1920x 1080 Pixel) or better	
5	Electronic Shutter	1/30 to 1/10,000 sec or better	
6	Day/Night Capable	Yes, True day/night	
7	IR illumination Range(mtr)	60 or better	
8	Focal Length(mm)	3-10 (+/-1mm) Motorized Varifocal Lens or better	
9	Frame Rate (fps)	60 fps or better	
10	Video Compression	H.264, H.265, MJPEG	
11	Video Streaming	4 streams or better	
12	Image features	Defog, BLC, HLC	
13	Audio Support	Yes, 2-way audio	
14	Alarm Support	Yes. Alarm in and alarm out	
15	Audio Compression	G.726(ADPCM), AAC-LC*7, G.711	
17	Protocols	TCP/IPv4 & v6, UDP/IP, HTTP, HTTPS, SSL/TLS, SMTP, DNS, NTP, SNMP, DHCP, RTP, MLD, ICMP, ARP, IEEE802.1X, DiffServ, SFTP, MQTT, LLDP, RTSP, RTP, RTP/RTCP, DDNS, UPnP, IGMP, SRTP	
18	Minimum Illumination for Capturing Color Image	0.01 or better, 0 lux with IR	
19	WDR (Wide Dynamic Range)	120 dB or better	
20	SNR (Signal to Noise	40 or better	

	Ratio)		
21	On Board SD/SDHC Card Support	Yes	
22	SD Card Memory (GB)	256 or better	
23	ONVIF support	Support for all profiles, (G, M, S, T)	
24	Installation Type	Outdoor	
25	Material of the Housing Construction	Aluminum/Metal	
26	Protection	IP66, NEMA 4X compliant or better	
27	Vandal Resistant Housing	Should be available	
28	Ik rating	IK10	
29	Power Input	PoE	
30	Operating Temperature	0 °C to 60 °C or better	
31	Operating Humidity	Max 90% RH or better	
32	Certification	BIS	
33	BIS Registration for safety general requirements as per IS 13252 (Part 1): Latest	Yes	
34	Lens Type	Motorized Varifocal Zoom lens	
35	Type of Camera Housing	BULLET CAMERA	
36	IP Camera with built-in AI Engine for Ready to installing 3rd party Applications	Yes	
37	Video analytics requirements	Intruder Detection, Loitering Detection, Direction Detection, Scene Change Detection, Object Detection, Cross Line Detection, Vehicle Detection (Edge based analytics)	

D. 128 GB Micro SD SURVEILLANCE Memory card

The specification of Memory Card shall be as follows:

SL.No.	Parameter	Specifications	Compliance (Yes/No)
1	Nand Flash	3DTLC Type	
2	Number of rewrites (Reference value)	3000 times	

3	Max Transfer Speed (R: Read/W: Write):	R:100MB/s W:50MB/s	
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E: 24 Port PoE++Gigabit Switch

The specification of PoE Switch shall be as follows:

Sl. No	Parameter	Specifications	Compliance (Yes/No)
1	Ports	10/100/1000 24 port (all) PoE++ with 4 1G SFP Ports fully managed switch, Console: RJ45 RS232	
2	Backplane	56Gbps	
3	IPv4/Ipv6	Support	
4	POE	IEEE802.3af-2003, IEEE802.3at-2009, IEEE802.3bt	
5	POE Power	Upto 90W at each POE Port	
6	POE Budget	More than 1400Watt	
7	Environment	Operating Temperature: 0°C ~ +45°C, Storage Temperature: 0°C ~ +60°C, Relative Humidity: 5 ~ 90% non-condensing	
8	Protocol Standard	IEEE802.3i/802.3u/802.3z/802.3x/802.3ab/802.1p/802.1q/802.1d/802.1w/802.1s/802.1ad/802.3az/802.1x/802.1ab	
9	Management	Web, Telnet, SSH, SNMPv1/v2/v3, RMON/System syslog/NTP	
10	Network Security	Port-based IEEE802.1X /MAC-based authentication/VLAN Assignment/ IP source guard/RADIUS/TACACS+/ACL/SSHv2/HTTPS	
11	VLAN	IEEE802.1Q VLAN/MAC based VLAN/Protocol based VLAN /Q-in-Q/GVRP/MVR, VLAN tagging	
12	L3 Services	Static routing, DHCP Server and Pv2 Transparent Clock, RIP, IEEE1588 PTPv2	
13	DHCP	DHCP Server/Client/Relay/snooping	
14	Traffic Classification	QCL (QoS Control List): MAC Access control list (Source/Destination MAC, Ether type, Priority ID/ VLAN ID)	
15	Storm control	Broad cast and multicast storm control	

16	Multicast	IGMPv1/v2/v3 Snooping, MLD v1/v2 Snooping	
17	QoS	IEEE802.1p 8 active priorities queues for per port, IEEE802.1p based CoS, IP Precedence based CoS, IP DSCP based CoS	

F. Atleast 4 Port Gigabit Ethernet POE++ Switch Plus 2 SFP

The specification of PoE Switch shall be as follows:

Sl. No	Parameter	Specifications	Compliance Yes/No
1	Port Density & Hardware Requirement	Switch with Min 4*10/100/1000 Base-T port of PoE++ and 2* 1G Fiber slots with suitable PSU.	
2	PoE Features	IEEE 802.3af, IEEE 802.3at PoE+ and IEEE 802.3bt PoE++ support with PoE budget of minimum 180W.	
3	Performance & System Capacity	The switch should have min. 12 Gbps of switching capacity & min. 8 Mpps of forwarding rate. Switch should support 16K MAC addresses.	
4	L2 & L3 Features:	Support for Port based VLANs or protocol based VLANs, 4KVLANs (IEEE 802.1Q), MAC-based VLANs, IP subnet-based VLANs.	
5	Multicasting	Support IGMP snooping v1/v2 /v3, MLD snooping (v1 /v2	
6	IPv6 /IPv4	Should support IPv4 and IPv6 features.	
7	Security Features	Should support ACLs, IEEE 802.1x based port authentication, DHCP (Snooping, server/ client), RADIUS, TACACS+, SSL, SSH, SSLv3, Port Mirroring, NTP, sflow/netflow, Dynamic ARP Inspection, IP source guard, UDLD/equivalent	
8	Management	SNMPv1, v2 and v3, Web GUI, CLI.	
9	Operating Temperature	Min of 0 to 45 Degrees or better, Humidity: 5% to 90% or better	
10	Certifications	UL/IEC/EN 60950-1/IS 13252 (Part 1): 2010, IEC 61000/ IS 14700, RoHS	

G: OFC Cable

- Outdoor Unitube Single Sheathed Armoured OS1/OS2 Type.
- Armoring: Corrugated Steel Tape Armour (ECCS Tape)
- Outer Sheath: UV Stabilized Polyethylene (HDPE)
- Max.CrushResistance-ShortTerm:2000N/10cm
- UV Stabilized PE Jacket and protected from Rodent attacks
- IS/ISO/IEC 11801 - 2nd Edition, type OS1/OS2; IS/IEC 60793/60794-1-2.

H: CAT6A Cable:

Sl. No	Parameter	Specifications	Compliance (Yes/No)
1.	Category	CAT6A U/UTP or CAT6A F/UTP 4 Pair PVC+PE Sheath (Armored) Cable	
2.	Conductor Size	Solid 23AWG Bare Annealed/Electrolytic Grade Copper	
3.	Primary Insulation	HDPE or PE	
4.	Inner Sheath Type	PVC	
5.	Outer Sheath Type	HDPE or FR PVC or PE	
6.	Armour	Braided steel wires or ECCS Tape or Aluminum wire	
7.	Characteristic Impedance at 100 MHz	100±5Ω or 100 ±15Ω	
8.	Commercial Standards	IS/ISO/IEC11801 IEC61156-5 / IS 14493 (Part 5): 2023	

I: 4U Outdoor Weather Proof Rack

- 500 X 400 X 230
- 4U
- IP 65 or 55 compliant providing a secure and weather resistant environment for installed equipment.
- For flexible installation and maintenance, air ventilation should be provided and should support minimum operating temperature inside cabinet.
- Welded frame with CRCA sheet.
- Standard 19" installation.
- Front with metal door and secure lock.
- Cable entry/exit provision at bottom with glands.
- Cooling fan fitted at front door with air filters.
- Power Coated.
- Color design- RAL- 7035 (PP)
- Wall/Pole/Floor mounting as per site requirement
- ROHS Certified, DIN standards complied.
- ISO 9001- 2015, ISO 14001- 2015 Certified company.

J: 10 KVA UPS:

Sl. No	Parameters	Specifications	Compliance Yes/No
1	Capacity (in kVA/kW)	10 kVA/10 KW 1-Phase Input/1-Phase Output With Battery with IGBT Rectifier.	
2	Input Voltage Range	100Vac~280Vac	
3	Input Frequency Range	40-70Hz	
4	Nominal Output Voltage	200/208/220/230/240VAC	
5	Efficiency (Min)	90%	
6	Output Socket	Sufficient no. of Indian Socket to the UPS back	
7	Battery VAH	Sufficient for 30 minutes backup with external or internal battery.	
8	Display	LCD Display	
9	USB Port should be available	Yes	
10	RS232Port	Yes	
11	Intelligent Battery Management	Yes	

K: EXTERNAL SURGE PROTECTORS

The surge protector should have the following features Transfer rate: 1000 Base

Two RJ45Connectors

Protection mode: Line-to-line and line-to-ground

Response time: in the range of nano seconds

Mounting: Pole mount or wall mount

Operating temperature: (0°C) to (+60°C) or better

Humidity:100% condensing

SURGE RATING:10/1000 microsec.

Protection: IP54 or better (Dust and Water Intrusion Protection)

L: WIRELESS SUBSCRIBER MODULE

Sl. No.	Features	Description	Compliance Yes/No
1	Frequency	Radio System should operate in India ISM Band as Per WPC Regulation GSR 1048 (E)	
2	Frequency Band Support	Should support multiband in 5 GHz - in case Govt. releases new frequency under unlicensed band in future, hardware should not be changed	
3	LOS, nLOS operation	Should support Line of sight/near Line of sight	

4	Channel Bandwidth	System must support 20MHz, 40 MHz & 80MHz Channel Bandwidth.	
5	Channel Spacing	Should be 5MHz or better	
6	Max Output Power at Antenna port	Should support 26dBm or better	
7	Modulation	OFDM, MIMO supported with BPSK, QPSK, 16-QAM, 64-QAM, 256 QAM with Forward Error Correction (FEC)	
		Should support automatic adaptive modulation	
8	Architecture	Dual polarized integrated Antenna	
		Single CAT5e /CAT6 Cable between IDU & ODU	
9	Transmit Power	Should Support Automatic Transmit Power Control (ATPC)	
10	Distance Coverage	Product should be capable of providing Communication to minimum 10KMs	
11	CPE supported per Base station	Should support at least 60 Remote CPEs	
12	Bandwidth restriction	Should support the MIR/CIR configuration to Ensure SLA	
13	Ethernet Latency	Should be less than 10ms	
14	DHCP	Should be able to serve as DHCP Server and DHCP client	
15	Protocol Filtering	System should support the protocol filtering based On interface	
16	Broadcast Rate Limit	System must be able to limit broad cast rate	
17	Link Test Utility	Should support the inbuilt link test utility to calculate the through out and efficiency of link	
18	Security	Should support 128bit AES encryption	
19	Spectral Efficiency	Minimum 6bps/Hz or better	
20	Bandwidth allocation	System should be able to configure symmetric & asymmetric bandwidth	
21	Interference mitigation techniques	System should have interference mitigation Techniques.	
22	Interfaces	Should support 100/1000 Base(T) Full Duplex	
23	Management	System should have support of protocols: IPv4/IPv6, UDP, TCP, IP, ICMP, SSH, SNMPv2c, HTTPs, IGMP Snooping,	
		System should have support of Network Management with HTTPs, SSH, SNMPv2c	

24	Vlan Support	VLAN support based on IEEE 802.1Q with 802.1p priority	
25	Priority Management	System should provide option to define priority for management and data traffic	
26	Error Correction	Forward Error Correction coding and ARQ should be supported	
27	Performance Statistics	System should provide detailed statistics of Wireless and LAN Interface	
		System should have the option of uploading log data to Server	
28	Tools	Should support Spectrum scanner / monitor to analyse the interference	
		Should have inbuilt tools like Ping, Trace route to get help in troubleshooting	
29	Throughput	Should provide more than 500 Mbps aggregate Ethernet throughput	
30	Management	System should have support of IPv4, UDP, TCP, IPv6, ICMP, SSH, SNMPv2c, HTTPs, STP	
		System should have support of Network Management with HTTPs, SSH, SNMPv2c	
31	Quality of Service	Should support at least 3 queues or better with packet classification	
32	Surge Protection	System should have inbuilt surge protection	
33	Operation Temp.	0°C to 60°C Outdoor	
34	Protection	IP55 or better	

M: 1.3 GBPS CAPACITY (MAXIMUM AGGREGATE THROUGHPUT) WIRELESS TRANSMITTER RECEIVER

Sr	Features	Description	Compliance Yes/No
1	Band Support	Radio System should operate in India ISM Band & Should support Spectrum Band 5.1 to 5.9 GHz	
2	NLOS, nLOS operation	Radio Must support LOS, nLOS condition with iOFDM	
3	Throughput	System should support minimum of 1000 Mbps aggregate throughput, upgradable more than 1.3 Gbps	
4	Channel Bandwidth	Radio must support 10 MHz, 20 MHz, 40Mhz, 80 MHz	
5	Channel Bonding	System must support the channel Bonding/Aggregation feature	

6	SPECTRAL EFFICIENCY	Should support more than 8 bps/Hz	
7	Channel Selection	Fixed frequency or DSO	
		Automatic selection on start-up	
		Continual Self-optimization to avoid Interference	
8	MAXIMUM TRANSMIT POWER	Up to 26 dBm, Varies with modulation mode and setting	
9	Modulation	MCS0 to MCS9(QPSK to 256QAM)	
10	Duplex Scheme	Time Division Duplex (TDD)	
11	Bandwidth	System should be able to configure Symmetric & asymmetric bandwidth.	
12	MIMO	Physical Layer 2x2 MIMO	
13	Interfaces	Should have 1 Gigabit Ethernet and 1 SFP Port	
14	Spectrum Analyzer mode	Built in Online Spectrum Analyzer. Running Spectrum should not affect the link performance.	
15	Support for Dynamic Spectrum Optimization	System should support DSO or equivalent Technology to deliver the hitless performance. There must not be any outage in case of Spectrum analyzer run.	
16	Management	System should support SNMPv2, SNMPv3, HTTPS for management	
17	Quality of Service	Should support as per 802.1p/DiffServ	
18	ARQ	System should have the support of ARQ	
19	Antenna Type	Should Support Integrated antenna of minimum 23 dBi gain or External Dual Polarized Antenna support of desired gain	
20	GPS synchronization	System should support GPS Synchronization technique to eliminate mutual interference	
21	Operation Temp.	0°C to 60°C Outdoor	
22	VLAN Support	VLAN support based on IEEE 802.1Q	
23	IPv6 support	System must support IPv6/IPv4 Dual stack Support	
24	INSTALLATION	Built-in e-alignment using GUI on Radio to assist in installation	
25	Wind survival	Minimum 200km/h	
26	Protection	IP66 or IP67	

N. MULTI POINT RADIO

Item No.	Technical Specification	Compliance (Yes/No)
1	System must operate in unlicensed band frequency spectrum of ISM Unlicensed band. Operating frequency range: 5 GHz: 4910–5970 MHz (exact frequencies as allowed by local regulations)	
2	System should support 20MHz, 40MHz and 80Mhz channel Size	
3	System must support Sector aggregate through put of 600 Mbps	
4	Ethernet Interfaced 100/1000 BaseT	
5	System Should support Channel Spacing Configurable on 5 MHz increments	
6	System must support 2X2 MUMIMO / OFDM	
7	System Should support IPv4/IPv6 Dual Stack	
8	System Should support Protocols UDP, TCP, IP, ICMP, SNMPv2c, HTTPs, STP, SSH, IGMP Snooping.	
9	Management HTTPs, SNMPv2c, SSH	
10	Transmit Power Range 0 to +29 dBm (combined, to regional EIRP limit) (1dB interval)	
11	System Should support spectrum analyzer	
13	System should have the capability to adapt the hitless modulation mode depending on the link environment ensure best throughput while maintaining the link despite drop in link budget due to NLOS situation. Modulation level shall be dynamically adaptive between MCS0 (BPSK) to MCS9 (256QAM5/6)	
14	System Should support Spanning tree protocol for Layer 2 Redundancy	
15	System Should support DHCP server and client functionality	
16	System should also define the priority of Broadcast, Multicast and voice traffic and rate limiting for broadcast traffic.	
17	System should support Encryption 128-bit AES	
18	System must have the VLAN 802.1Q with 802.1p priority	
19	System should support firewall	
20	System Should support sufficient Subscribers per Sector	
21	System must support device event log	
22	System should provide the complete statistic of Ethernet and Wireless with detail of send/receive packet of unicast, multicast and broadcast.	
23	Quality of Service Three level priority with packet classification.	
24	System must support the log feature	
25	System must support the basic trouble shooting feature such as Ping, Traceroute	
26	System must have inbuilt surge suppressor of 1 Joule	
27	System should have at least IP67 environmental protection	

Sector Antenna_ AP		
Features	Description	Compliance Yes/No
Frequency	4.9 Ghz to 5.97 Ghz	
Antenna Type	ACCESS POINT SECTOR	
Gain	17dBi or more	
Port to Port Isolation	>-30dB	
6DB BEAM WIDTH- AZIMUTH	120°	
3DB BEAM WIDTH- AZIMUTH	90°	
3DB BEAM WIDTH- ELEVATION	6°	
POLARIZATION	Horizontal/Vertical	
INPUT IMPEDANCE	50 Ohms	
ENVIRONMENTAL	IP65	

O: 32U RACK

32U x 600W x 800D

Floor Standing rack with Multi hollow extrusion Aluminium profile frame, Top and bottom cover with provision of either brush cable entry or cable entry holes with rubber grommets, Front single door with Glass/ Mesh and rear double door with mesh, confirming to following standards -IEC/EN/IS 60529, IEC/EN 62262 or IS 17050 : 2023, ISO 9001:2008, ISO 14001:2015, ISO 45001:2018, Salt spray test according to ISO 9227 (NSS test) for 250 Hours, Colour - Combination of RAL 7037 (For frame) & RAL 7035 (For other parts) with fine texture.

Rack including accessories like Horizontal PDU, Metal Cable manager, Hardware packet and Monitor Shelf etc. should be from same OEM.

P: LED DISPLAY

DISPLAY PANEL	SCREENSIZE	139.7cm/55inches
	ASPECTRATIO	16:09
	RESOLUTION	FHD (1,920× 1,080)
	DUTY CYCLE	24x7
	BRIGHTNESS	500 nits
	PANEL TECHNOLOGY	IPS (In Plane Switching)
	ORIENTATION	Portrait and Landscape
	VIEWING ANGLE	178°: 178°
	Dynamic CR	400,000:1
	Response Time	8 ms
CONNECTIVITY	Input	HDMI2(HDCP2.2), DP(HDCP2.2), DVI-D(HDCP1.4), Audio In, RS-232C In, RJ45 (LAN), IR In, USB 2.0 Type A
	Output	DP Out (Input: HDMI/DVI/DP), Audio Out, RS-232C Out, RJ45(LAN)
KEY FEATURE	HW & SW	Internal Memory 8 GB, Sensor (Temperature Sensor, BLU Sensor, Acceleration (Gyro)Sensor, Local Key Operation. Along with essential software features.
ELECTRICAL POWER	Operating voltage	110V-240V~at 50/60Hz
	Operation Temperature	0°C to 40°C

Q. Specification for 3 Core 2.5 Sq. mm Power cable:

- a) Type of cable-2XWY
- b) Voltage Grade-1100V
- c) No of cores X size in sq.mm-3 Core X 2.5 Sq.mm
- d) Conductor Material-Plain annealed Copper as per Class 2 of IS:8130/2013
- e) Shape of the conductor-Stranded Circular
- f) Insulation Material- XLPE as per IS 7098(Pt-1)/88, Latest
- g) Inner Sheath Material-Extruded PVC Type ST2 as per IS:5831/84
- h) Outer Sheath Material-Extruded PVC Type ST2 as per IS:5831/84

R: 32 Channel NVR:

SR NOS.	Parameter	Description	Compliance Y/N
1	GENERAL CHARACTERISTICS	The NVR shall be an all-in-one recording solution for IP video surveillance system of default 32 Network Cameras and expandable up to 64 Network Cameras without any additional hardware or better.	
		The NVR shall store H.264 video data and H.265 video data or better	
		The NVR shall have the capability of 600 Mbps or better total throughput. (Recording throughput: 350 Mbps, Output throughput: 250 Mbps) or better	
		The NVR shall offer 360TB or better of gross storage capacity with optional Hard Disk Extension units or better.	
		The NVR shall offer hardware RAID 1, RAID 5 and RAID 6 data protection internally and with optional Hard Disk Extension units or better.	
		The NVR shall offer motion detection search function which can search the moving of the selected specific area or better.	
		The NVR shall monitor on multiscreen mode including corridor mode screen layout or better.	
		The NVR shall offer displaying videos on the main and sub monitors connected to HDMI interface or better.	
		The NVR shall offer the operation and configuration functions to the cameras and NVR from the main monitor connected to HDMI interface and mouse or better.	

		The NVR shall store an encrypted stream and shall display encrypted streams/videos by decrypting or better.	
		The NVR shall realize optional SSL / TLS communication with CA certificate or better.	
		The NVR shall offer remote and mobile monitoring on a PC, smartphone, and tablet or better.	
		The NVR shall conform to the ONVIF standard.	
	Protocols	Onvif conformant camera and encoder camera or better.	
	Local display	HDMI / 4K (Main monitor), Full HD (Sub monitor) or better.	
	Multiscreen Display	Main monitor: 1, 2, 3, 4, 5, 6, 7, 9, 12, 16, 24, 32,64 Sub monitor: 1, 4,16, 32 or better.	
	Camera control	Panning, Tilting, Zoom, Focus, Brightness, Preset position call and program, Auto mode, Click cantering, Wheel zoom, Zoom reset, Auto Back Focus, Aux, Wiper or better.	
	Image format	H.265, H.264, MJPEG or better	
	Frame rate	Up to 60 fps per stream (Depending on the Camera) or better	
	Recording rate	350 Mbps or better	
	Audio	G.711 for Onvif, G.726 (ADPCM) 32 kbps, AAC-LC or better.	
	Recording Mode	Schedule, Event (Pre/Sub stream), Emergency or better.	
	Event Action	Alarm recording, e-mail notification, Alarm message, Camera positioning, Terminal output, Buzzer, Indicator or better.	
	Search mode	Date and time (Calendar), Timeline, Video Motion Detection log list, Thumbnail or better.	
	Playback control	Play, Reverse Play, Pause, Stop, Fast Forward, Fast Reverse, Previous Record, Next Record, Previous Image, Next Image, Go to Date, Go to Last (Jumps to 30 seconds before the record end) Time-saving playback or better.	
	De-warping	1 de-warped playback of fisheye view video or better	
	Authentication	User authentication (ID and Password), Host authentication or better	
	HDD slot	The NVR shall offer 360TB or better of gross storage capacity with optional Hard Disk	

		Extension units or better	
	Camera SD card recording synchronization	Images recorded in the SD card in the network cameras can be transferred to the recorder automatically. (H.265/H.264)	
	RAID (Hardware RAID)	RAID 1,5, 6 or better	
	HDD type	3.5-inch SATA HDD or better	
	INTERFACE		
	Indicator	LCD, Status indicator: ALARM, ERROR, OPERATE, REC, HDD (status), HDD (access) or better	
	Network	2x 10BASE-T/100BASE-TX/1000BASE-TX(RJ-45)	
	Video	2x HDMI or better	
	External Storage	Expansion connectors for Hard Disk Extension Unit or better	
	Alarm IO	Alarm inputs and outputs or	
	Mouse	mouse connection port USB2.0 or better	
	Copy port	2x USB 3.0 port or better	
	Power Source	220-240 V AC, 50 Hz	
	ENVIRONMENTAL		
	Ambient Operating Temperature	+0 °C ~ +45 °C or better	
	Ambient Operating Humidity	5 % ~ 90 % (without condensation) or better	
	Standard	BIS	

S: 20/21 MTR TRIANGULAR GALVANIZED (GI) SELF SUPPORTED TOWER

Sl No	Technical Specification of 20/21 Mtr Triangular Galvanized (GI) self-supported Tower		Compliance (Yes/No)
1	Bottom-	6 Mtr or more with 65 NB (Nominal Bore) (medium) with 16 dia rod bracing	
2	Next-	6 Mtr or more with 50 NB (Nominal Bore) (medium) with 12 dia rod bracing	
3	Top-	8 Mtr or more with 40 NB (Nominal Bore) (medium) with 12 dia rod bracing	
4	Base-	10 mm thick plate with nut bolt 20 dia	
5	Depth-	1500 mm	
6	Bottom Section Top	16 dia	

	Joint-		
7	Second Next Joint-	16 dia	
8	Last Section Joint-	12 dia	
9	Civil base foundation	M20 Concrete. It is the responsibility of the contractor to provide suitable RCC foundation as per BOQ considering soil bearing capacity at site. If slushy materials are found, the contractor should take suitable strengthening measure. Contractor should also consider finding old concrete slab, boulder, and hard rock etc. while excavating for foundation work, due to old site condition. Necessary test to substantiate grade of concrete is to be carried out by contractor as per relevant Indian standard, which will be checked by concerned dept. of SMPK. Cost of carrying out such test is in the scope of contractor and thus should be considered by them in their schedule of rates.	
10	Wind Load	Must be 150 kmph	
11	Certification-		
12	Tower should be certified by registered Chartered Engineer		
13	Pipe	IS 1161 Standard	
14	Rest of the Material	IS 2062 Standard	

T: Central Management Software:

SL.No.	CMS Function Support	Description
	Scalability	100 NVR's, 50 encoders, and 256 directly connected cameras or better
	Camera Control	Brightness, Pan/Tilt, Zoom, Focus, Preset position call (up to 256), Auto mode (AUTO PAN, PATROL, AUTO TRACK) or better
	Recorder Control	REC, PLAY, Rev PLAY, Pause, Stop, FF, REW, Prev Record, Next Record, Prev Image or better
	Joystick	Should Support direct controls of cameras
	Event Search	Should Support
	Motion Detection Search	Should Support
	Thumbnail Search	Should Support
	Multi-Screen Mode	1, 2, 3, 4, 5, 6, 7, 10, 13, 16 split or better
	Sequence Display	Should Support
	Multi-Monitor	Up to 3 monitors or better
	3D Dewarp (depending on the Camera)	PTZ image: Pan, Tilt, Zoom / fisheye images: rotation 50
	Number of Maps	Up to 100 maps (JPEG or Bitmap) or better

	SD memory Download	saved on the SD memory card equipped with the camera to a PC using the FTP function.
	File Conversion	mp4 or better
	Encryption	should Support AES-256bit encryption video or better
	Camera Title Display	Should Support
	Alarm Source	Should support TCP alarm notification or better
	Alarm Control	Reset, Auto reset or better
	Digital Zoom	Should Support
	System Log	Operation, System, Network error, Recorder error, Alarm or better
	User Management	Registration: Up to 30 users or better

U: AI Video Analytics Software:

The Video Analytics shall offer a suite of analytics rules with Artificial Intelligence to provide automatic detection of a range of motion and non-motion behaviour of persons, objects, and vehicles.

There shall be a provision of Analytics and Artificial Intelligence through Machine and Deep learning solutions on video.

Each of the video analytics use case shall be able to run on a unified Web Based Video Analytics Software Platform itself.

Following video analytics and features should be supported based on licensing:

- **Camera Tampering Detection**
 - i. Should automatically detects the tampering of camera when a fixed camera's Field of View is Tampered/Changed, covering the lens, severely defocus, paint spray etc.
- **Perimeter Trip wire/Crossing Virtual line**
 - i. Should capture zoomed image of the object causing the Perimeter Breach and raises appropriate alarm.
 - ii. Should also stores the time duration between the pre and post event of the Perimeter Breach.
 - iii. Should have the Option Drawing Single/Multiple Lines along with Defining Logic for the Multiple Lines.
- **Intrusion Detection**
 - i. AI Based Tailgating Detection automatically detects Person/Human that has moved continuously within the camera field of view in the Defined Zone for a configurable period of time.
 - ii. The Application must Support for Creation of Multiple Zones within the same Field of View of the Cameras.
 - iii. For Each Individual Zone, individual Configurable Parameters like Intrusion Time & Name of the Zone should be Configurable.
 - iv. The Application must also Support for Automatic Enabling & Disabling of Video Analytics based on Time Schedule for each & every Camera.

- v. The AI Based Loitering Detection Analytics Video Stream must show the Metadata like Bounding Box over the Person/Human, ID etc.

- **Crowd Detection & Estimation**

- i. Should detect crowd formations and triggers alarms when a specified number of people (capacity) or a specified percentage of people (occupancy) thresholds is reached in the selected area.
- ii. Should have the Functionality to create multiple regions in a Field of view of Camera & should allow the user to Specify Crowd Thresholds Individually for each region. If within any region the Crowd Density Estimation exceeds the Threshold, then the system should raise an Alert.

- **Object counting or people/vehicle counting analytics.**

- i. Should Count the people in area to avoid overcrowding.
- ii. It should give real time indication of number of visitors inside any store or building.
- iii. Shall Allow Users to Draw Lines & Count People Entering & Exiting in Real Time & should show the Total IN & Total OUT Count in the OSD.

- **Object removed detection**

- i. The AI Based removed detection must be capable of detecting objects that have removed in the camera field of view. It should detect and generates an alert highlighting objects which are removed into the scene for a Period of time that is considered suspicious by the user.
- ii. Should be able to Detect Multiple object that are removed in a Scene, the System shall be to detect multiple objects each with its own timer as per the predefined detection time. Alarms of each Individual Objects Removed shall be alerted individually.
- iii. The Operator must have the ability to configure the detection time to suit the environment, from seconds to minutes or hours.
- iv. The system shall be able to immediately review the event (with a click of a single jump- to-event button).

Features Required in Analytics:

- Analytics can be applied in Full HD-1080P resolution, H.265/ H.264 compression and 25fps.
- The Video Analytics shall support video from any Onvif Profile S, G, M, T camera.
- The Video Analytics Platform shall be able to Perform on Both offline Pre-Recorded Video and Real time Live Video Streams.
- The Video Analytics Platform must have the Option to Email and Push Notification Alarm of any Event to mobile phones. Push method should be without SMS
- Offline analytics possible in avi, mp4, ts, mpeg, h265, h264 and asf file formats
- Offline analytics should run in batch mode to take every file from specified folders and run analytics one by one on each file automatically.

- Minimum and maximum object size-based filtering. Filtering based on Object type.
- Define schedule of video analytics to run weekly, daily, day/night or according to user specified date and time
- The Video Analytics must have the Ability such that alerts can be searched and categorized based on this information. i.e. Timestamp (date & time), Alert Name, Alert Type, Camera Name, Camera ID.
- The System shall be a real-time video analytics engine that utilizes advanced image processing algorithms to turn video into actionable intelligence. The AI based Video Analytics system shall consist of video- processing & analytics engine that works seamlessly both on saved videos or camera streams in real-time and provide events to the user based on the use-case basis. The system shall be compatible with all ONVIF compliant IP cameras with H.264/H.265 video decoding.
- The software should be cyber secure.

Inspection and Testing of Materials:

- OEM Technical Data Sheets and Relevant Certifications to be submitted.
- The contractor will supply the materials at site along with Manufacturer's Test Certificate & Guarantee Certificate as applicable. Inspection and/ or testing at site will be carried out as per requirement in accordance to relevant Standard/ Technical Specification/ Approved Drawing etc.
- In the event of any doubt as regards quality of any material, the same has to be sent to any government approved laboratory and certificate to that effect shall have to be submitted to the office of SMPK by the contractor at their expense.
- Calculation sheet for proof of 90 days recording is to be provided.
- SMPK officials shall visit the office/factory/service center of contractor or OEM for Pre-dispatch Inspection for which travel and other logistic to be arranged by Contractor for camera with NVR and its software, Wireless Devices, Tower. Any other tests as per standard available or valid report from National (Govt.)/International Accredited Lab may be carried out as per the direction to substantiate any parameter mentioned in this tender document.
- Insulation Resistance, Earth Continuity and Earth Resistance tests, etc. as applicable prior to commissioning are to be carried out for electrical installation including LT cable (if any). All pre commissioning tests shall be carried out by the authorized representative of the firm having valid Supervisor's Certificate of Competency.
- Cost of carrying out inspection at manufacturer's factory/Service Center/Test Center/Govt. approved Lab is in the scope of contractor and thus should be considered by them in their schedule of rates.

Towers:

The Towers, will be inspected by Third Party Inspection Agency appointed by SMPK/ Officials of SMP, Kolkata at manufacturer's premises after submission of the GA drawing and design calculation sheet by the L-1 bidder which needs to be approved by this department (Details in Technical Specifications). Inspection shall be done as per technical specifications & standards available & based on the approved Quality Assurance Plan (QAP). In case of Third-Party Inspection, the cost will be borne by SMPK.

Notwithstanding the fact that the materials or installations work have passed the inspection, the Contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc., as per the Contract.

Preamble to Bill of Quantity & BOQ

NIT No. SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

1. The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarized himself with the total scope of work and its mode of execution.
2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
4. The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
5. Where separate items such as mobilization, demobilization, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
6. Without affecting the generality of the foregoing provisions, the prices entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out of the followings: -
 - a. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 - b. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
 - c. Setting out including measurement and supervision.
 - d. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel.
 - e. All First Aid, Welfare, and safety requirements.
 - f. Damage caused to the works, plants, materials, and consumables stores caused by weather.
 - g. License, fees, and other charges for compliance of Government Acts and Rules that are in force and applicable.
7. The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.
8. 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.

PRICE BID / Bill of Quantity (BOQ)

NIT No. SMP/KDS/Mech/C/ADV/670 dated 10.06.2024

Name of the work: Supply, Installation, Testing, and Commissioning of CCTV System at NSD with 4 years CAMC period after 1 year of warranty period.

SL.No.	Item Description	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
1	Supply, Installation, Testing, and Commissioning of 2MP IP IR PoE enabled PTZ Camera with PoE Adapter (if required) with video analytics as per technical specifications and other accessories.				
1a	Supply	Nos.	24	1,75,000.00	42,00,000.00
1b	Installation, Testing and Commissioning	Nos.	24	1,605.00	38,520.00
2	Supply, Installation, Testing and Commissioning of 3× 5 MP Outdoor Multi-directional + 2 MP (1080p) PTZ Network Camera with video analytics, PoE enabled, Camera as per technical specifications, with PoE adapter and other accessories. Supply, Installation, Testing and Commissioning of 70 meter or better, external, or internal IR illuminator for each directional camera i.e. (3 nos. for each multi directional camera)				
2a	Supply	No.	12	3,45,000.00	41,40,000.00
2b	Installation, Testing and Commissioning	No.	12	1,605.00	19,260.00
3	Supply, installation, testing, and commissioning of a minimum 500 Mbps (throughput) wireless subscriber module which shall support at least 10 KM link as per technical specifications with complete accessories, antennas, power supply units, PoE adapter, fitting arrangements, ODU ground cables, as per site conditions. This can be configured as a Subscriber Module for PMP or a high gain PTP radio.				

3a	Supply	No.	55	27,500.00	15,12,500.00
3b	Installation, Testing and Commissioning	No.	55	1,500.00	82,500.00
4	Supply, installation, testing, and commissioning of 1.3 Gbps Capacity (Maximum aggregate throughput) wireless transmitter receiver set shall support a range upto 200 KM link as per technical specifications with complete accessories, antennas, Power supply units, PoE adapter, ODU ground cables, fitting arrangements as per site				
4a	Supply	Pair	5	1,56,090.0	7,80,450.00
4b	Installation, Testing and Commissioning	Pair	5	1,500.00	7,500.00
5	Supply, installation, testing, and commissioning of multi point radio with access point sector antenna as per technical specifications with complete accessories, antennas, power supply units, PoE adapter, fitting arrangements, ODU ground cables, as per site conditions. This will act as a P2MP with Sector Antenna (Multipoint Base Station).				
5a	Supply	No.	10	62,601.00	6,26,010.00
5b	Installation, Testing and Commissioning	No.	10	1,500.00	15,000.00
6	Supply & Installation and commissioning of 128 GB Micro SD SURVEILLANCE Memory card as per technical specifications	No.	55	2,005.00	1,10,275.00
7	Supply, installation, testing, and commissioning of Gigabit Ethernet Surge Suppressor of 30V nominal voltage as per technical specifications.	No.	65	6,750.00	4,38,750.00
8	Supply, installation, testing, and commissioning of Gigabit Ethernet Surge Suppressor of 56V nominal Voltage as per technical specifications.	No.	10	7,800.00	78,000.00
9	Supply, Installation, Testing, and Commissioning of 4U outdoor rack (IP65/55) as per technical specifications with sufficient power socket switchboard to accommodate PoE Switch, SMPS, Switch Board, cables, etc.	No.	65	7,288.00	4,73,720.00

10	Supply and delivery of 2 MP (1080p) IP PoE enabled Vari-focal lens Day/Night (Bullet) Camera with video analytics as per technical specifications with PoE Adapter (if required) and other accessories.				
10a	Supply	No.	19	50,872.00	9,66,568.00
10b	Installation, Testing and Commissioning	No.	19	535.00	10,165.00
11	Supply and delivery of Gigabit Ethernet PoE Switch, at least 4-port Ethernet switch with 4x 10/100/ 1000M -TX POE++ ports, and 2xGE-SFP Ports as per technical specifications. The Switch should be complete with all accessories like external power adapters, kits, etc.				
11a	Supply	No.	20	41,000.00	8,20,000.00
11b	Installation, Testing and Commissioning	No.	20	535.00	10,700.00
12	Supply and delivery of 24 Port Gigabit Ethernet POE++ Switch, with SFP ports as per technical specifications. The Switch should be complete with all accessories like external power adapters, kits, etc.				
12a	Supply	No.	4	1,79,449.00	7,17,796.00
12b	Installation, Testing and Commissioning	No.	4	535.00	2,140.00
13	Supply, installation, testing, and commissioning of Floor Standing 32U RACK as per technical specifications with Power Distribution through sufficient no. of Sockets of each 5/15 AMP.				
13a	Supply	No.	1	55,085.00	55,085.00
13b	Installation, Testing and Commissioning	No.	1	2,754.00	2,754.00
14	Supply of Six Core Single Mode armored OFC cable as per technical specifications.	Mtrs	1000	39.00	39,000.00

14a	Laying of the above OFC through PVC rigid conduit on surface including supply of required size of PVC rigid Conduit with all accessories.	Mtrs	500	156.00	78,000.00
14b	Laying of the above OFC through GI pipe by excavating a trench of 75 cm depth including supply of required size of GI pipe & accessories and filling the excavated trench.	Mtrs	450	300.00	1,35,000.00
14c	Laying of OFC through overhead Catenary, the catenary wire should be made of 4 SWG GI Stay wire. Including S & F suitable rigid support. The two ends of the catenary wire should be connected to rigid supports. Care must be taken to avoid sag.	Mtrs	50	66.00	3,300.00
15	Supply of CAT 6 ARMORED CABLE as per technical specifications	Mtrs	3000	122.00	3,66,000.00
15a	Laying of the above CAT6 cable through PVC rigid conduit on surface including supply of required size of PVC rigid Conduit with all accessories.	Mtrs	2000	156.00	3,12,000.00
15b	Laying of the above cable through GI pipe by excavating a trench of 75 cm depth including supply of required size of GI pipe & accessories and filling the excavated trench in hard standing surface.	Mtrs	800	300.00	2,40,000.00
15c	Laying of CAT6 through overhead Catenary, the catenary wire should be made of 4 SWG GI Stay wire. Including S & F suitable rigid support. The two ends of the catenary wire should be connected to rigid supports. Care must be taken to avoid sag.	Mtrs	50	66.00	3,300.00
16	Supply and Delivery of 3 core 2.5 sq.mm XLPE insulated armoured 1.1 KV Cable as per IS:7908(Part-1)/1988 or latest amendment if any.	Mtrs	3500	105.00	3,67,500.00
16a	Laying of cable 3 core 2.5 sq.mm. on wall /surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip) Wire, making holes etc. as necy. Mending good damages and painting.	Mtrs	1500	57.00	85,500.00
16b	Laying of cable 3 core 2.5 sq. mm. at an average depth of 750 mm below ground after excavating a suitable trench, through suitable dia HDPE Pipe including refilling the trench with excavated soil and mending good. This includes the Supply & laying of suitable dia HDPE pipe with socket, bend, couplers, etc. complete with fitting and cutting, jointing, etc. for laying of the	Mtrs	1600	310.00	4,96,000.00

	above cable.				
16c	Laying of above cable 3 core 2.5 sq. mm. at an average depth of 1m below ground through Micro tunneling process, through suitable dia HDPE Pipe.	Mtrs	400	3,588.00	14,35,200.00
16d	Termination of the above XLPE insulated cable	SET	140	60.00	8,400.00
17	Supply and Installation, Testing, and Commissioning of 32 Channel NVR as per technical specifications.	Nos.	5	2,70,000.00	13,50,000.00
18	Supply and Installation, Testing, and Commissioning of 18TB HDD for NVR.	Nos.	24	82,500.00	19,80,000.00
19	Supply and Installation, Testing, and Commissioning of Central Management Software as per technical specifications.	Nos.	2	1,13,000.00	2,26,000.00
20	Supply and Installation, Testing and Commissioning of Video analytics Software as per technical specifications.	Channels	10	15,000.00	1,50,000.00
21	Supply, Installation, and commissioning of Client Monitoring PC with the following technical specifications:- Operating System: Windows 11 or Latest OS for Workstations 64 Bit Installed, & Chipset: Latest Generation Intel i7, 2.1 GHz or Latest , RAM: 32 GB DDR4-3200 SDRAM or better, Graphics Card: NVIDIA (4 GB dedicated) or Equivalent, Storage: 1 TB SATA HDD & 512 SSD, Mouse: Wireless Optical Mouse, Keyboard: Wireless Keyboard, Network: Onboard Gigabit (10/100/1000 Mbps) Ethernet Controller, with antivirus loaded. Should have all the required interface ports.	Nos.	2	1,47,092.0	2,94,184.00
22	Supply, Installation and Commissioning 55" LED Display 24x7 with Wall Mounting accessories at Command Control Centre as per technical specifications.	Nos.	9	47,250.00	4,25,250.00
23	Supply, Installation, and Commissioning of other network accessories including RJ45 Connectors, Patch Cord, OFC patch cords, saddle, bends, clamps, joint boxes, LIU, HDMI cables, Display cable, 10 GB SM Duplex Fiber Optic Transceiver, splicing charges for OFC, DP convertor, patch panel, Junction Box, etc. for installation of camera, NVR, rack, network switch, wireless, display, etc. as required for	LOT	1	2,10,000.00	2,10,000.00

	commissioning the CCTV system.				
24	Supply, Installation and commissioning of 10 KVA UPS as per technical specifications with 12 V, 100 AH 20 No's of SMF Battery with battery Rack with interconnecting cable.	No.	1	1,90,960.00	1,90,960.00
25	Supply, Installation, and Commissioning of 2+8-way SPN DB, with 6- 32A DP MCB as incomer and 6 nos. 6-10A SP MCB as outgoing complete with all interconnections. The DB has to be installed on the wall with all accessories.	No.	2	3,163.00	6,326.00
26	Supply and Installation and commissioning of 10KA, 6-32 A DP MCB with minimum IP66 enclosure.	No.	75	766.00	57,450.00
27	Supply with Erection of 20 or 21 Mtrs. GI Tripod Tower with required civil M20 RCC Foundation work and accessories as per technical specifications. Painting of Tower: Two Coat International orange/White. All structural components including washers, clips, nuts & bolts should be galvanized (anti rust). Supply, Installation & commissioning of one no LED type suitable Aviation obstruction light (including lamp of red Color and other accessories) of suitable design has to be provided on top of each tower.	No.	13	1,62,750.00	21,15,750.00
28	Supply with Erection of 9-meter GI guyed Lattice Mast with required civil Foundation work and accessories for installation on roof. Designed and certified to be climbable for ease of installation, maintenance, and access to equipment. Wind velocity sustainability: -wind speed minimum 150 KMPH. Painting of Tower: Two Coat International orange/White. All structural components including washers, clips, nuts & bolts should be galvanized (anti rust). Supply, Installation & commissioning of one no LED type suitable Aviation obstruction light (including lamp of red Color and other accessories) of suitable design has to be provided on top of each tower.	No.	1	76,250.00	76,250.00
29	Supply and Delivery of 9-meter-high GI Pole of type 410 SP 28 with base plate and cap. The steel tubular swaged poles should be hot dip galvanized after swaging.	No.	4	7119	28,476.00
	Civil Foundation of the above 9-meter pole with Nominal Mix Concrete, RCC (1:1.5:3) -M20 grade of concrete. Erection of steel tubular pole				

30	of 9-meter length with sole plate & cap etc. complete in all respect. The soil bearing capacity should be taken as less than 5 Ton/Sq.mtr. The poles shall be properly earthed with spike electrodes of 1.5 mtr. Length including S&F of GI spike electrode and S&F of 8 SWG GI Earth wire of suitable length.	No.	4	20,000.00	80,000.00
31	Supply of 15 feet Pole of GI for cameras, with base plate, foundation civil works and Installation of same on roof, suitable for roof mount with all accessories and supports. ISI marked pipes to be used. 2.5 inch or more outer diameter of medium class GI pipe. On top of pole Radio mounting stand with adjustments shall be available. Pole shall be painted with silver epoxy paint for rust free maintenance.	No.	1	8,500.00	8,500.00
32	Supply of 15 feet Pole of GI for cameras and Installation of same on wall or structure with suitable clamps or supports. ISI marked pipes to be used. 2.5 inch or more outer diameter of medium class GI pipe. On top of pole Radio mounting stand with adjustments shall be available. Pole shall be painted with silver epoxy paint for rust free maintenance.	Nos.	4	8,500.00	34,000.00
33	S & F Lightning conductor Air-terminals made of 15 mm dia 1500 mm long GI pipe (ISI Medium) having five prongs of 4 SWG GI (Hot-Dip) wire at top of the tower.	Nos.	15	428.00	6,420.00
34	S & F Lightning conductor Air-terminals made of 15 mm dia 1500 mm long GI pipe (ISI Medium) having five prongs of 4 SWG GI (Hot-Dip) wire at top with 85 mm dia 6 mm thick GI base plate at bottom incl. necessary holes etc. duly grouted on the parapet etc. in CC mortar (4:2:1)	Nos.	10	428.00	4,280.00
35	Making soldered joints between conductors, conductors, and air terminals for 4 SWG GI (Hot-Dip) wire incl. supply of jointing materials and painting with 2 (two) coats of bituminous paint.	Nos.	50	61.00	3,050.00
36	Earthing with 50mm. Dia. GI pipe ISI Medium 3.64 mm thick, 3.04 Mtrs. Long and 1x4 SWG GI earth wire (4mtrs long), 13 mm. dia x 80 mm. long GI nuts and bolts, double washer, incl. S&F 65 mm. dia GI pipe protection (1mtr. Long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mtrs below the ground level including providing necessary	No.	32	3,030.00	96,960.00

	masonry enclosure for overall size 86.36 cm x 86.36 cm x 46 cm deep (below the ground level), CI hinged inspection cover of size 36.56 cm x 36.56 cm and treating of soil by using salt and charcoal as required. Earthing work is to be carried out as per IS.				
37	Connecting from earth pit to earth pit, earth station to earth bus bar, earth station to equipment or tower, cable tray inclusive of S&F 25mm x 6 mm Galvanized (Hot-Dip) MS flat under the ground level/on wall/floor with GI saddle as required inclusive drilling holes, bolts, nuts, washers, etc., and mending good the damages as required.	RM	3200	138.00	4,41,600.00
38	Supplying and fixing earth bus bar of galvanized (Hot Dip) MS flat 50 mm x 6 mm on the wall having a clearance of 6 mm from wall including providing drilled holes on the bus bar complete with GI bolts, nuts, washers, spacing insulators, etc. as required.	RM	15	216.00	3,240.00
39	Wiring in 1.1 KV grade single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) of 2 x 36/0.3 (2.5 sq. mm) + 1 x 22/0.3 (1.5 sq. mm) in 25mm PVC casing-capping (Precision make) incl. necy. PVC clips, fittings etc.	RM	100	102.00	10,200.00
40	Supply & Fixing 4 nos. 240 V, 6 A, 5 pin Modular type plug socket with 4nos. 6A switch (each set), without plug top on GI Modular type switch board embedded in wall or on wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire.	No.	3	1691	5,073.00
41	Supply & Fixing 240 V, 5/15 A, 5 pin Modular type plug socket with 16A Modular type switch, Modular switch type SP MCB (C-Curve) etc. complete set, without plug top on GI Modular type switch board embedded in wall or on wall with top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	No.	15	535	8,025.00
42	Supply & Fixing 240 V, 6 A, 5 pin Modular type plug socket with 6A switch, without plug top on GI Modular type switch board embedded in wall or on wall with Module top cover plate incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	No.	4	377	1,508.00

43	Distribution wiring in single core stranded 'FRLS' PVC insulated & unsheathed single core stranded copper wire (Brand approved by EIC) in 19 mm bore, 3 mm thick polythene pipe or 20 mm PVC rigid conduit complete with all accessories embedded in wall or on wall mending good damages to the original finish. [2 x (4 Sq.mm) + 1 x (4 Sq.mm) as ECC]	RM	100	334.00	33,400.00
44	Supply, Installation, Commissioning of 1G Single mode SFP Module suitable for the SFP Port of the switches.	Nos.	40	4,449.00	1,77,960.00
45	Man Power Cost as per scope for Warranty Period of 1 year	Months	12	1,02,435	12,29,220
46	Comprehensive maintenance of the entire CCTV system as per scope for 1st Year after 1 year of warranty period. (with Manpower Cost)	No.	1	25,64,308	25,64,308
47	Comprehensive maintenance of the entire CCTV system as per scope for 2nd Year. (with Manpower Cost)	No.	1	26,92,523	26,92,523
48	Comprehensive maintenance of the entire CCTV system as per scope for 3rd Year. (with Manpower Cost)	No.	1	28,27,149	28,27,149
49	Comprehensive maintenance of the entire CCTV system as per scope for 4th Year. (with Manpower Cost)	No.	1	29,68,506	29,68,506
	TOTAL				3,89,83,461

(In Words: Three Crore Eighty-Nine Lakhs Eighty-Three Thousand and Four Hundred Sixty-One Only)

Note:

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

PRICE SHOULD BE EXCLUSIVE OF GST

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

PRICE NOT TO BE QUOTED HERE

<p>(a) % (in figures)Percent (in words)</p>	}	Below par (-) Rs.
<p>(b) % (in figures)Percent (in words)</p>		At par NIL
<p>(c) % (in figures) Percent (in words)</p>		Above par (+) Rs.

Total Tendered Amount: Rs. _____

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

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

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

Date:

(Signature of Tenderer)

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

Witness: -

(Name in block letters)

Address:

Occupation:

Profile of Tenderer / FORM –D

This is to confirm that we agree to abide by all the terms and conditions of this NIT No. SMP/KDS/Mech/C/ADV/670 dated 10.06.2024, those mentioned in the “General Conditions of Contract” enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any. Our relevant particulars are furnished hereunder:

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

Date

Signature of the Tenderer

Office seal of the Tenderer

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

Covering Letter

Ref. No.....

Date:

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

Dear Sir,

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

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

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

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

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

5. We also certify the following:

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

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

6. We declare that:

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

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

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

Yours faithfully,

Signature of Tenderer

Name:

Designation:

Date:

Seal of the tenderer.....

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE – “O”

Tenderers must fill in the undernoted column:

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

Attach additional sheet(s), if required.

SCHEDULE – “O”

Sheet – 2

The Tenderers are also requested to furnish the following particulars:

A. In case of a Limited Company:

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

SCHEDULE – “O”

Sheet – 3

B. In case of a Firm:

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

SCHEDULE – “O”

Sheet – 4

C. In case of an Individual:

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

DATED, t h e

Signature of Tenderer

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

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

Ison ofaged aboutYears,
by faith, by occupation, residing at
-----do hereby solemnly affirm and declare as follows:

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

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

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

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

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

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

DEPONENT

Identified by me

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

INDEMNITY BOND

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

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

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

Sureties

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness

Signature

Name:

Address:

Signature of the Indemnifier

Annexure –I

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

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

Ref. No.....

Date

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

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....

Annexure I**Checklist for Documents to be Uploaded**

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

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT		Details of Documents as Uploaded
1	Earnest Money (details of DD no./Banker's Cheque No. with date or NSIC No. with validity period, if applicable, to be mentioned here)		
2	Tender Fee (details of DD no./Banker's Cheque No. with date or NSIC No. with validity period, if applicable, to be mentioned here)		
3	PAN No.		
4	Trade License Details		
5	ESI Regn. No. (If registered)		
6	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)		
7	PF Regn. No.		
8	GST Regn. certificate No.		
9	Professional Tax No.		
10	Undertaking (Annexure-I) Uploaded (Yes/No)		
11	Form -D, covering letter Uploaded (Yes/No)		
12	Schedule 'O' Uploaded (Yes/No)		
13	Status of Tenderer (i.e. Pvt. Ltd./Partnership/Proprietorship etc.)		
14	TDS 26 AS FORM		
15	"Financial Turnover (Average of Last 3-year turnover shall be 30% of the Tender value)"	FY: 2020-21	
		FY: 2021-22	
		FY: 2022-23	
16	Details as required for ECS Payment [Scanned copy of unissued cheque is to be uploaded.]	Name of Bank with Code	
		Branch Name	
		Type of A/C	
		A/C no.	
		MICR Code	
		IFSC No.	

General Conditions of Contract Forms and Agreements

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

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

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX

GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 1
2.	DEFINITION	...	GC 2 – GC 3
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	...	GC 3 – GC 5
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 5 – GC 9
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 9 – GC 14
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
7.	TERMS OF PAYMENT	...	GC 18 – GC 20
8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27
12.	FORMS GC-1, GC-2 , GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	INTEGRITY PACT DOCUMENT: PROFORMA		
16.	ADDENDUM		

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

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

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

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 Chairman
- 1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated. Engineer
- 1.5 "Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer's Representative
- 1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works". Works
- 1.7 "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 1.8 "Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities. Extra works and Excess works
- 1.9 "Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification

1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	“Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority

2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	<p><i>The Engineer shall have full power and authority :</i></p> <p>(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.</p> <p>(f) To grant extension of completion time.</p>	Engineer's Power
2.4	<p><i>The Engineer's Representative shall :</i></p> <p>(i) watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.</p> <p>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and</p> <p>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.</p>	Power of Engineer's Representative.

2.5	<p><i>Provided always that the Engineer's Representative shall have no power :</i></p> <ul style="list-style-type: none"> (a) to order any work involving delay or any extra payment by the Trustees, (b) to make variation of or in the works; and (c) to relieve the Contractor of any of his duties or obligations under the Contract. 	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows :</p> <ul style="list-style-type: none"> (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him. (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision. (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. 	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	<p>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 :</p>	The tender must encompass all relevant aspects/ issues.
	<ul style="list-style-type: none"> (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. 	Site & Local condition.
	<ul style="list-style-type: none"> (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. 	Drawing/ Specification/ Nature & extent of work to be done.

	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Contractor.
3.2	The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.	Disclosure of Owner's name.
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.	Earnest Money and Security Deposit.
	Estimated Value of Work	Amount of Earnest Money
		For Works Contract
		For Contract of Supplying Materials or Equipment only
	Up to Rs. 1,00,000=00	5% of the estimated value of work
	Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.
		1% of the estimated value of work
		½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of SMP, Kolkata or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "SMP, Kolkata" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.	Method of Paying E.M.												
	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia.	Refund of E.M.												
	(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :	Exemption from E.M. to Regd. Firms												
	<table border="1"> <thead> <tr> <th>Class of Registration</th><th>Amount of Fixed Security</th><th>Financial Limit of Each Tender</th></tr> </thead> <tbody> <tr> <td>A</td><td>Rs. 25,000/-</td><td>Any tender priced up to Rs.5,00,000/-</td></tr> <tr> <td>B</td><td>Rs. 10,000/-</td><td>Any tender priced up to Rs.2,00,000/-</td></tr> <tr> <td>C</td><td>Rs. 5,000/-</td><td>Any tender priced up to Rs.1,00,000/-</td></tr> </tbody> </table>	Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender	A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-	B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-	C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-	
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	<p>(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.</p> <p>(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.</p>	<p>Tender without EM liable to rejection.</p> <p>Forfeiture of E.M. before Acceptance of offer.</p>												
	(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.	E.M. to be converted to part S.D.												
	(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.	Mode of recovery of balance S.D.												

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

3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases
3.7	“Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”	
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts : 1. The Contract Act (India), 1872. 2. The Major Port Trusts Act, 1963. 3. The Workmen’s Compensation Act, 1923. 4. The Minimum Wages Act, 1948. 5. The Contract Labour (Regulation & Abolition) Act, 1970. 6. The Dock Workers’ Act, 1948. 7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers’ Power

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

	If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.	
4.10	Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Contractor to supervise the works
4.11	The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.	Contractor to deploy qualified men and Engineer's power to remove Contractor's men
4.12	The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.	Contractor is responsible for line, level, setting out etc.
4.13	From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.	Contractor is responsible to protect the work

4.14	The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.	Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	Fossils, Treasure trawls, etc. are Trustees' property
4.16	<p>The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of :</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.</p> <p>(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.</p> <p>(c) Unauthorized obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.</p> <p>(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.</p> <p>(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</p>	Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property

4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following :</p> <ul style="list-style-type: none"> (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required. (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld. (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency. (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary. (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years. 	Contractor's quoted rates/price must be all inclusive
4.19	<p>Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.</p>	Notice to Contractor.
4.20	<p>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.</p>	Contractor not to publish photograph or particulars of work

4.21	The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Contractor to provide facilities to outsiders
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Contractor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.	Preliminary time to commence work an maintenance of steady rate of progress
5.2	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.	Contractor's site office
5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Contractor to observe Trustees' working hours

5.4	Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.	Contractor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.	Contractor to compensate for loss and damage to Trustees' materials
	(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

	<p>(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.</p>	Recovery from Contractor for Trustees' materials under normal circumstances
	<p>(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 -</p> <p>(1) The issue rate of the materials at the Trustees' Stores and</p> <p>(2) The market price of the material on the date of issue as would be determined by the Engineer.</p>	Recovery from Contractor for Trustees' materials under other circumstances.
5.9	<p>The Engineer or his Representative shall have the power to insect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.</p>	Contractor to replace materials/work not acceptable to the Engineer or his Representative
5.10	<p>No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.</p> <p>The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.</p>	Contractor to seek approval of Engineer or his Representative before covering up any portion of work

5.11	<p>On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –</p> <p>(a) otherwise provided for in the contract, or</p> <p>(b) necessary by reason of some default on the part of the contractor, or</p> <p>(c) necessary by reason of climatic conditions on the site, or</p> <p>(d) necessary for proper execution of the works or for the safety of the works or any part thereof.</p> <p>The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.</p>	Contractor to suspend work on Order from Engineer or his Representative
5.11.1	<p>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.</p>	
5.12	<p>When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.</p>	Completion Certificate G.C.1.

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

6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Contractor to prepare and submit his bills
6.6	<p>At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –</p> <ul style="list-style-type: none"> (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion, (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials, (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise, 	Advance payment against Non-perishable materials
	(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,	

	(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata/Haldia Branch of any Nationalized Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.	
	(vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.	
6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should over certify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
7.0	VARIATION AND ITS VALUATION:	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:	Engineer's power to vary the works

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

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

	(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.	
8.3	Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive : (i) The Contractor has abandoned the contract.	Default of the Contractors remedies & powers/Termination of Contract.
	(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.	
	(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.	
	(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.	
	(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.	
	(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.	
	(vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.	

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8.3.1	Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.	Contractor's obligation for maintenance of work.

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

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

GC – 27

	[c]	<p>Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.</p> <p>No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.</p>	
	[d]	<p>Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.</p>	
	[e]	<p>The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.</p>	

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

.....

.....

.....

I/We _____

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

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

(Repeat in words)

.....

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

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

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

Dated:

(Signature of Bidder with Seal)

WITNESS:			
Signature:		Name of the Bidder: (In Block letters)	
Name: (In Block letters)		Address:	
Address:			
Occupation:			

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.1

Contractor _____

Address

.....

Date of completion :.....

Dear sir(s),

This is to certify that the following work viz :-

Name of work :

.....

.....

Estimate No. E.E.0.....Dt.....

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

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20..... in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ week(s) / month(s) / year(s)

from the _____ day of _____ 20.....

to _____ day of _____ 20..... .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation:

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

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.3

(NO CLAIM 'CERTIFICATE FROM CONTRACTOR)

The Engineer

Syama Prasad Mookerjee Port, Kolkata

Kolkata.

(Atten.....)

Dear Sir,

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

Name of work : _____

Work Order No :- _____

Contract No. _____

Agreement No.....Dt.....

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

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

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

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

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

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

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

Was hereunto affixed in the presence of:

Name

Address

.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name

Address:

.....

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

Name.....

Address:

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

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs.....a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No dated (hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees) we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees) We.....Branch, Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata/Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "SMP, Kolkata", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,Branch,Kolkata/Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We, Branch, Kolkata...../Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofday of19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period

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

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)

INTEGRITY PACT

Between

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

And

..... herein after referred to as “The

Bidder/Contractor”Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

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

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

Section 11 – Other Provisions:

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with SMP, Kolkata shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by SMP Kolkata.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by SMP, Kolkata in Indian Rupees only.
- 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
 - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by SMP, Kolkata in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMP Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.

ADDENDUM

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

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