

## TENDER DOCUMENT

### KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
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E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced bidder for "carrying out replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car, supporting galleries, Transfer Towers, walkways of different conveyor system including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc at Coal Handling Plant, Lock Entrance, Oil Jetty etc. under Plant & Equipment Division of Haldia Dock Complex.

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The bid document will also be available on the website of KoPT, HDC and CPP.

### SCHEDULE OF TENDER (SOT)

a. TENDER NO.	SDM(P&E)/T /03 /2018-19
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <u><a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></u> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<b><u>KoPT/Haldia Dock Complex/P&amp;E Div/4/18-19/ET/33</u></b>
d. Date of NIT available to parties to download	10:00 hrs on 13.04.2018
e. Pre-Bid Meeting starting date & Time	23.04.2018 at 11:00 hrs (Pre bid meeting will be offline)
f. Pre -Bid Meeting closing date & Time	23.04.2018 at 15:00 hrs (Pre bid meeting will be offline)
g. i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 3,24,000 (Rupees three lakh twenty four thousand only) to KoPT as per NIT.
ii) Bid Document fee	The intending bidders should submit the tender cost of Rs. 1770.00 (Rupees seventeen Hundred seventy only) including GST@18% (non-refundable) separately to KoPT as per NIT.

iii) Transaction Fee	Rs. 9558.00 including GST@18.00% (nonrefundable) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A).
h. Last date of submission of EMD & Bid Document fee at HDC  Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a>	02.05.2018 at 10:00 hrs
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	10.05.2018 at 14:30 hrs
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	10.05.2018 at 15:00 hrs

## INDEX WITH LIST OF ANNEXURES

Sl. No	Title	Page No.
1	Important Instructions for E - procurement (Annexure - A)	4-10
2	Commercial Terms & Conditions (Annexure - B)	11-14
3	Notice Inviting Tender (Annexure - C)	15
4	Pre-Qualification Criteria	16
5	Instructions to the bidders	17-26
6	Special Conditions of Contract (Annexure - D)	27-35
7	Scope of Work	36-41
8	Bill of Quantities (Annexure - E)	42-44
9	Form of Tender (Annexure - F)	45
10	Proforma of Bank Guarantee (Annexure - G)	46-48

Important Instructions for E-procurement

PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com)→ e-Procurement →Psu / Govt depts. →Kolkata Port Trust) under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in>→ Others → Haldia Dock Complex)

2. The Bidder will be required to mention the Bidder's ID ( The ID used by the Bidder for logging in the MSTC Website) and Bid Id ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.
3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from - (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## Important Instructions for E-procurement

This is an e-procurement event of HALDIA DOCK COMPLEX. The E-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the Commercial terms & conditions (Annexure- B) of this tender before submitting their 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. Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-commercial Bid as well as Price bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNO-COMMERCIAL AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/)**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govt depts → Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).

Contact person (Haldia Dock Complex):

1. Mr. S. Chakrabarty  
Sr. Dy. Manager (P&E.) ,HDC  
Phone no. 9434735407  
email - [schakraborty.hdc@nic.in](mailto:schakraborty.hdc@nic.in)

2. Mr. A.K.Maity  
Dy. Manager (P&E),HDC  
Phone no. 9434031336  
email - [akmaity.hdc@nic.in](mailto:akmaity.hdc@nic.in)

Contact person (MSTC Ltd):

1. Mr. S.Mukherjee  
Deputy. Manager (e-Commerce)  
Mobile No: 07278030407  
Landline:03322901004  
Email-[mukherjee@mstcindia.co.in](mailto:mukherjee@mstcindia.co.in)

2. Ms S. Maity  
Asstt. Manager (e-commerce)  
Mobile- 9831155225  
Landline:03322901004  
Email:

**[smaity@mstcindia.co.in](mailto:smaity@mstcindia.co.in)**

Google hangout ID(for test chat )-mstceproc@gmail.com

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors 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>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under KoPT's logo → My menu → Auction Floor Manager → live event → Selection of the live event</li> <li>The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</li> <li>After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</li> <li>Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</li> <li>In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</li> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>Buyer 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.</li> <li>No deviation of the terms and conditions of the tender document is acceptable.</li> </ol> <p>Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.



12	Bidding in e-tender & Reverse auction:	
	a)	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b)	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c)	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
	d)	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e)	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
	NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.	
	f)	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	g)	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	h)	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	i)	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.
	j)	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	k)	Buyer 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.
	l)	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 & conditions for the tender.
	m)	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

13	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14	No deviation to the technical and commercial terms & conditions are allowed.
15	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> / <a href="http://eprochome">eprochome</a> / mstc of MSTC Ltd.
18	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
19	The bid will be evaluated based on the filled-in technical & commercial formats.
20	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.
21	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
23	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
24	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
25	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
26	Due date of submission of tender will not be extended under any situation.

**Annexure - B**

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
E-mail id: schakraborty.hdc@nic.in

**Commercial Terms & Conditions**

<u>SL NO</u>	<u>TERMS</u>	<u>RESPONSE</u>
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders, whose Part-I Bids are complete and in order, shall be opened on time and date, to be intimated later separately.	AGREE
3	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE

7	Due date of submission of tender will not be extended under any situation.	AGREE
8	EARNEST MONEY : As per NIT	AGREE
9	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
10	SCOPE OF WORK: As per Tender Document	AGREE
11	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Scope of work, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
12	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the technical Specifications, Scope of work and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the website of KoPT and also may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur - 721604, on any working day before quoting for the Tender.	AGREE
14	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
15	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA.	AGREE
16	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
17	Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly	AGREE

familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager (P&E) or his authorized representative at Coal Handling Plant in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

- |    |  |       |
|----|--|-------|
| 18 | <p><b>VALIDITY:</b><br/> The tender shall remain open for acceptance for a period of 180 ( one hundred eighty) days from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.</p> | AGREE |
| 19 | <p><b>NON- RESPONSIVE BIDDER:</b><br/> The offer/tender shall be treated as non-responsive, if:<br/> 180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.</p> <p>Offer / tender is submitted with any deviation from the tender terms &amp; conditions.</p>  | AGREE |
| 20 | <p><b>EARNEST MONEY AND SECURITY DEPOSIT:</b><br/> As per tender Document</p>  | AGREE |
| 21 | <p><b>PERFORMANCE GUARANTEE:</b><br/> As per Tender document.</p>  | AGREE |
| 22 | <p><b>PRICES:</b><br/> Rate to be quoted in Indian Rupees (INR) through on line. The bidders shall quote his price as per Bill of Quantities in the price bid.</p>   | AGREE |
| 23 | <p>Rate will have to be quoted as per Scope of Work, Technical Specification and Bill of Quantities and terms and conditions.</p>  | AGREE |
| 24 | <p>The Bidder shall state clearly his quoted rates both in figure &amp; word.</p>  | AGREE |
| 25 | <p>Price(s) to be quoted should remain firm over the contract period. No price escalation is admissible.</p>   | AGREE |
| 26 | <p>Unit Rate and Total Amount quoted should be inclusive of all other charges, other than GST. Percentage of applicability of GST to be clearly indicated.</p>   | AGREE |
| 27 | <p><b>EVALUATION CRITERIA:</b><br/> As per relevant clause of Tender document.</p>   | AGREE |
| 28 | <p><b>PAYMENT:</b><br/> As per Tender document</p>   | AGREE |

29	PERIOD OF COMPLETION OF WORK: As Per Tender Document	AGREE
30	Location of work at the Coal Handling Plant at HDC.	AGREE
31	Work is to be carried out as per Scope of Work, Technical specification, Bill of Quantities and Terms & Condition of the contract document.	AGREE
32	COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE: As per Tender document.	AGREE
33	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE: As per Tender Document.	AGREE
34	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT: As per Tender Document.	AGREE
35	COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT: As per Tender Document.	AGREE
36	TECHNICAL CAPACITY: As stipulated in Tender document.	AGREE
37	FINANCIAL CAPACITY: As stipulated in Tender document.	AGREE
38	DOCK PERMITS : RFID based Port Access Control & Tracking System commissioned at Haldia Dock Complex . Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder.	AGREE
39	JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
40	PERSONAL PROTECTIVE EQUIPMENT (PPE): Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises.	AGREE

## **NOTICE INVITING TENDER**

### **KOLKATA PORT TRUST, HALDIA DOCK COMPLEX INVITES**

TENDER FOR "Carrying out replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car, supporting galleries, Transfer Towers, walkways of different conveyor system including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc at Coal Handling Plant, Lock Entrance, Oil Jetty etc. under P&E Division, Haldia Dock Complex,"

Tender Number: SDM(P&E)/T /03 /2018-19

Earnest Money	Non refundable Tender Fee	Date and Time of Pre-Bid Meeting [Off line]	Last Date and time submission of Tender	Opening of Techno commercial bid of Tender
Rs. 3,24,000.00 (Rupees three lakh twenty four thousand only)	Rs. 1770.00 including GST@18.00% (nonrefundable)	23.04.2018 at 11:00 hrs	10.05.2018 at 14:30 hrs	10.05.2018 at 15:00 hrs

Details of the Tender & Tender Documents are available in web site of MSTC (mstcecommerce.com).

The Tender information/NIT is also available in the websites of <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

Tender Document shall neither be issued by post nor sold.

## **PRE-QUALIFICATION CRITERIA**

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced contractors who meet the following pre-qualification criteria:-

### **Eligibility Criteria:**

#### **(A) Qualification with respect to experience:**

Individual Firm or Association of Firms acting jointly and severally [in the form of Consortium /Joint Venture Agreement]/ Company fulfilling the following criteria, will be considered eligible.

Experience of having successfully executed similar work during last 7 years ending on 31-01-2018 should be any of the following:-

- a) Three similar completed works each costing not less than Rs. 64.80 Lakhs.  
or
- b) Two similar completed works each costing not less than Rs. 81.00 Lakhs.  
or
- c) One similar completed work costing not less than Rs. 129.60 Lakhs.

**Similar work means steel structural fabrication work including grit/ sand blasting, painting and erection.**

#### **(B) Qualification with respect to financial capability:**

The firm should have average financial turn over of **Rs. 48.60 Lakhs** during the last three financial years ending on 31-03-2017.

- (C) Claims for fulfilling the above criteria must be adequately supported by documents like work order, execution document, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years etc. In case of turnover is less than 1.0 Crore, Co's certification of Balance Sheet and Profit and loss account for last 3 Years etc. may to be submitted.

#### **(D) Criteria for Association of Firms acting jointly and severally : (Basic document)**

In case of Association in the form of Consortium or Joint Venture Agreement, the members of the Association should nominate one of the members as "Lead Partner" for participating in the Tender and signing all the documents related therewith, up to signing of Agreement and execution thereafter (in case of award of contract). All the partners of the Association must also be jointly and severally responsible for satisfactory performance of the contract.



## **INSTRUCTIONS TO BIDDERS:**

### **MODE OF SUBMISSION OF BID:**

E- Tenders are to be submitted in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition. Two separate parts i.e. Part- I & Part-II are to be submitted on line.

### **1.0 Part-I (Techno-Commercial Bid) shall be submitted on line and will contain the following documents :**

- a. Brief particulars of the Firm.
- b. Order copy and Execution document of Similar Works as specified under '**eligibility criteria**', previously carried out by the firm.
- c. A separate letter in the letterhead of the firm addressing to Sr. Dy. Manager (P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- d. Form of Tender duly filled in bidder's Letter Head.
- e. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- f. Documents related to registration under ESI Authority, as applicable.
- g. GST Registration Certificate.
- h. Current Trade License, as applicable.
- i. Provident Fund Registration Certificate, as applicable.
- j. Copy of PAN card.
- k. Valid NSIC Certificate along with DIC's (District Industries Centre) Certificate in case of MSEs.
- l. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.  
  
In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non - completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.
- m. In case of Association in the form of Consortium or Joint Venture Agreement, the Tenderer should comply with the following : An Agreement amongst the "Lead Partner" and their Partner(s) is to be submitted along with the "Techno-Commercial Bid", duly signed by legally authorized signatories of all the partners, on a Non-Judicial Stamp Paper of worth not less than Rs. 50.00, duly notarized, covering the following points :

1. The Agreement, irrevocable in nature, will be kept valid for at least a continuous period covering the tenure of the Contract.
2. One of the partners shall be nominated as the "Lead Partner".
3. The Lead Partner shall be authorized to incur liabilities and receive instructions for & on behalf of any & all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner.
4. The scope and responsibilities of all the partners, in terms of financial & technical commitment / contribution, should be explicitly mentioned and the partners should be severally & jointly responsible for the satisfactory performance of the Contract as per the scope of this Tender.
5. In case of successful Tenderer, the Contract Agreement is to be signed by legally authorized signatories of all the partners.
  - ii. In the event of default of any partner in the execution of his part of the contract, the Lead Partner shall have authority to assign the work to any other party acceptable to the employer, to ensure the execution of the part of the contract. The said party shall also be jointly with the remaining partner(s) as well as severally liable so far as the unfinished part of the contract is concerned.
  - iii. **AUTHORITY IN SIGNING THE TENDER / OFFER :** [In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person(s), holding a valid Power of Attorney / Authorization from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder(s) / Authorized person(s) should be attested by the Proprietor.
  - iv. In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner(s), holding valid Power of Attorney from the partners or other person(s), holding valid Authorization from such Power of Attorney holder(s), subject to approval of the Partner(s) in the matter of giving such authorization, in connection with this Tender. The signature of such Power of Attorney holder(s) / Authorized person(s) should be attested by the partners or Power of Attorney holder, as the case may be.
  - v. In case the Tender is submitted by a Limited Company, the same should be signed by person(s) holding valid Power of Attorney / Authorization executed in his / their favour (in connection with this Tender) and the signature of such Power of Attorney holder / Authorized person(s) should also be attested, in accordance with the constitution of the Limited Company.
  - vi. Such Power of Attorney holder(s) / Authorized person(s) should put his / their signature, identical with the attested one, in the offer [both "Techno-Commercial Bid" & "Price Bid"] and all the supporting documents (including the documents in support of the "Eligibility

Criteria"). In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person(s), in line with the above.

**1.1: Part-II (Price Bid) shall be submitted on line without any condition or deviation.**

1.1.1: Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation.

**2.0:** Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

**2.1** The work is to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

**2.2** If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

Office of Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Operational Administrative Building, 1st Floor, Chiranjibpur,  
P.O. Haldia, Dist. Purba Medinipur - 721604

**2.3** The bidders may please note that Haldia Dock Complex, Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

**2.4** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

**2.5 EARNEST MONEY:-**

The payment should be made as per instructions given in Annexure-A.

**2.6 Refund of EMD :**

Earnest Money Deposit shall be released / refunded to the unsuccessful bidders after award of contract to the successful Tenderer. In case, no Tender is found acceptable to KoPT, Earnest Money Deposit of all the Tenderers shall be released after the decision in this regard is finalized by KoPT. No interest shall be payable on the account of Earnest Money Deposit, in any case. Earnest Money deposit of the successful bidder would be converted into Security Deposit. Balance amount of Security Deposit to be submitted by the successful bidder as mentioned in the Security Deposit Clause.

**2.7 Forfeiture of EMD:**

Earnest Money may be liable to forfeiture at the option of the Trustees, if the Tenderer withdraws his offer within the validity period of the offer and / or alters / amends any terms and / or condition and / or quoted rate( s), within the validity period of the offer (excepting when option to do the same has been specifically granted by the Kolkata Port Trust in writing) making it unacceptable to the KoPT; For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the Tenderer in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

**2.8 SECURITY DEPOSIT:**

Successful Tenderer will have to deposit 5% of the basic order value within 15 days from the date of receipt of order by Account Payee Draft of a Nationalized Bank of India/Scheduled Commercial Bank - drawn in favour of Haldia Dock Complex and payable at Haldia which shall be retained as Security Deposit till successful expiry of the guarantee

period. The Security Deposit will be refunded, without interest, after successful execution of the order and completion of the guarantee period. Security deposit may also be submitted in the form of Bank Guarantee from a nationalized bank of India.

2.8.1 KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.

2.8.2 The Sr. Dy. Manager (P&E), HDC shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.

2.8.3 After the issuance of LOI, Security Deposit will have to be submitted within 15 (Fifteen) days

2.8.4 Trustee's are not bound to accept the lowest or any tender and no reason would be assigned in this regard.

## **2.9 Pre-Bid Techno-commercial conference:**

- a) The prospective Tenderers or their authorised representative(s) are invited to attend the Pre-bid Techno-Commercial Conference, which will be held on 23.04.2018 at 11:00 hrs at the office of Sr. Dy.Manager(P&E), Haldia Dock Complex at Operation Building (1st Floor; P.O : Chiranjibpore, Haldia, Dist. : Purba Medinipore; Pin – 721604, West Bengal.
- b) The purpose of this Pre-Bid Techno-Commercial Conference will be to clarify issues related to with this enquiry.
- c) The prospective Tenderers are requested to submit their queries, in connection with this tender, in writing, in advance to the Sr. Dy.Manager(P&E) ,HDC, so as to enable HDC to prepare clarifications and make Pre-Bid Conference meaningful. Changes, if any, proposed by the Tenderers, would be discussed and HDC's response, if any, would be communicated through our website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). and all bidders shall have to comply with the same while submitting their bids.
- d) Any modification to the Tender Document, which may become necessary as a result of the Pre-Bid Techno-Commercial Conference, shall be made through the issue of an Addendum. This Addendum, so issued, would form part of the Tender Document and will remain binding on all the Tenderers and the same should be accepted & submitted by all the Tenderers along with their Techno-Commercial Bid.
- e) The Tenderers are advised to attend the Pre-Bid Techno-Commercial Conference. However, non-attendance at the Pre-Bid Techno-Commercial Conference will not **be a cause for disqualification of a Tenderer.**

## **2.10 ACCEPTANCE OF TENDER :**

HDC reserves the right to accept or reject all or any tender without assigning any reason thereof and does not bind them to accept the lowest offer. Cost on this account, if any, shall not be reimbursed. Issuance of Tender

Document to any Tenderer or opening of Techno-Commercial Bid of any Tenderer shall not be construed that such Tender is considered automatically qualified

#### **2.11 TENDER VALIDITY :**

The offer shall remain valid for acceptance for a period of 180 days from the actual date of opening of Techno-Commercial Bid. Prior to the expiry of the Tender validity period, HDC, KoPT may ask to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing. However, in the event of the Tenderer agreeing to the request, they shall not be permitted to modify their tender (excepting when option to do the same has been specifically granted by HDC, KoPT in writing).

#### **2.12 SCRUTINY OF TENDERS :**

- a) The Trustees reserve the right to disqualify a tender in case they are satisfied that any prize, commission, gift or advantage has been given, promised or offered by or on behalf of any Tenderer, to any officer, employee or representative of the Trustees or to any person on their behalf in relation to the acceptance of the tender.
- b) In connection with scrutiny, evaluation and comparison of tenders, HDC, KoPT may ask the Tenderer individually for clarifications. Request for clarification and response thereto shall be in writing. No change in price or substance of the tender shall be sought, offered or permitted nor the Tenderer be permitted to withdraw the tender before the expiry of the Validity Period of the tenders in the process of clarifications.
- c) Any modification of the Tender Document, which may become necessary, after opening of the Techno-Commercial Bid, shall be made through the issue of Addendum. Any Addendum thus issued, will be communicated to all the Tenderers, whose Techno-Commercial Bids have been opened and will also be hoisted in the website of Kolkata Port Trust along with the original Tender document. On the basis of which new tenderers may submit their offer. However, the existing Tenderers will be allowed only to offer percentage increase or decrease against their original price bid. This Addendum would form part of the Tender Document and shall remain binding on all the Tenderers and the same should be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.
- d) HDC, KoPT may seek any other detail(s) / document(s) in subsequent course to ascertain & get confirmed about the competence of the Tenderer.
- e) While evaluating tenders, regard would be paid to national defence and security considerations.
- f) If, on examination of the "Techno-Commercial Bid" of any Tenderer, it is found that they are not fulfilling the Eligibility Criteria as per the Tender Notice or they have not accepted all techno-commercial terms and conditions of the Tender Document (considering all Addenda, if any, issued), the "Price Bid" part [Cover - II] of such Tenderer(s) will not be opened. "Price Bid" part [Cover - II] of other Tenderer(s) will be opened

on a subsequent date, as per procedure. Decision of HDC, KoPT on this matter shall be final.

### **2.13 AWARD OF CONTRACT :**

The successful Tenderer, whose bid is accepted by HDC, KoPT, shall be duly informed in writing, prior to expiration of the Tender Validity Period, that their Tender has been accepted. This notification of award of contract (hereinafter called the "Letter of Acceptance") will be treated as Order Letter and will constitute the formation of the contract. Within 30 days of receipt of intimation regarding acceptance of their bid, the successful Tenderer shall submit Draft Agreement, in the format of HDC, and within a week thereafter, the Contract Agreement will be signed between Kolkata Port Trust and the Successful Tenderer. For this, the Successful Tenderer will submit, at their cost, required Stamp Papers & Dummy Papers and three sets of documentary transactions between them and Kolkata Port Trust, till the finalization and award of the contract. This Agreement should be signed by the representative of the contractor (all partners, in case of Association), authorized through a Power of Attorney [specimen signature of the Authorized Representative(s) should be attested] in this regard.

### **2.14 NON-SUBMISSION OF DOCUMENTS / PARTICULARS :**

Tenderers not giving full particulars or not complying with the requirements as mentioned in the Tender Document shall be considered as incomplete and will be liable for rejection forthwith.

Any Tender containing false information or particulars, detected at any stage, shall be liable to be rejected and Tenderers found guilty of furnishing false information of particulars shall be debarred from any future dealing with HDC, KoPT.

### **2.15 SUB-CONTRACTING :**

The contractor shall not sub-contract the whole work and shall not directly or indirectly transfer, assign or sublet the contract or any part thereof without written permission of the Engineer. However, the approval of HDC, KoPT will not relieve the contractor of any of his / their obligations under this contract.

### **2.16 STATUTORY OBLIGATION :**

The contractor shall carry out, perform and observe the provisions of the Dock Worker's (Safety, Health & Welfare) Regulation - 1986, Major Port Trust Act - 1963, Workmen's Compensation Act - 1923, Contract Labour (Regulation and Abolition) Act - 1970 Employees' Provident Fund and Miscellaneous Act - 1952, Minimum Wages Act - 1948, Payment of Wages Act - 1936 including all amendments thereof or other enactments passed by the Parliament or State Legislatures in India and the Rules made thereunder by the appropriate Government Authorities in any way relating to the labours employed by the contractor. The contractor shall also indemnify HDC, KoPT against any liability that may be imposed by Law or by Government for non-observance of any of the provisions of Contract Labour (Regulation & Abolition) Act - 1970. Employees' Provident Fund Act - 1952 or any other enactment passed by the Parliament or State Legislature in India applicable to the labours employed by the contractor. In course of performing the work under the contract, the contractor shall also abide by the provisions of the Calcutta Port Act - 1890, and the Bye Laws - 1940 for the Port of Calcutta and all amendments, in respect of all of them. The contractor shall ensure the entry (and stay) of his personnel, labours, workmen, servants, representatives, agencies, etc. against the valid Dock Entry Permit.

Necessary Gate Pass for entering into the Dock Area will be issued to the personnel of the contractor directly connected with the works on chargeable basis (as per rate

mentioned in clause no- 3.30 of tender document), on receipt of a formal written request. The contractor will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which but for the granting of such permission would not have arisen. The contractor will also be responsible for any misuse of Dock Permit (Gate Pass) issued in connection with this contract. The contractor will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property, which may be caused due to any act of the contractor or his representative(s).

All statutory levies payable by the contractor in respect of the contract shall be paid by him / them. HDC, KoPT, on no way, be responsible for non-payment of any such due by the contractor to the concerned authority.

## **2.17 LABOUR:**

- 2.17.1. The contractor shall make their own arrangements for the engagement of all labours for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 2.17.2. In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 2.17.3. The contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst their employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
- 2.17.4. The contractor shall, at all times during the continuance of the contract, comply fully with all existing Acts, Regulations and Byelaws, including all statutory amendments and re-enactment of State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970, etc.
- 2.17.5. If, as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, HDC, KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC, KoPT shall be entitled to deduct the same from any money due or that become due to the contractor under this contract or any other contract or other wise recover from the contractor any sum, which HDC, KoPT is required or called upon to pay or reimburse on behalf of the contractor. All Registration and Statutory Inspection Fees, in respect of their work pursuant to this contract, shall have to be paid by the contractor.
- 2.17.6. The contractor shall indemnify HDC, KoPT in the event of HDC, KoPT being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.



- 2.17.7.** The contractor should provide full medical treatment to their staff and labourers in case of accident on duty, which will, inter alia, include their obligations under the Workmen's Compensation Act, 1923, including all amendments thereof. HDC, KoPT shall, in no manner, be liable to the contractor or any person engaged/employed by them or any other person for injuries or death caused as a result of accidents either within or outside the site of work under the contract. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.
- 2.17.8.** The contractor shall pay the labours engaged by them, on this work, not less than a fair wage, under the Minimum Wages Act, for corresponding workforce working in Haldia, West Bengal, India.
- 2.17.9.** It is explicitly made clear that both before and after the completion of the work or termination of the contract, HDC, KoPT shall have no liability, whatsoever, for the personnel to be engaged by the contractor for the work under this contract.

## **2.18 LABOUR LICENCE:**

Before commencement of the work at site (within Dock area), the contractor shall have to apply for Labour Licence for the maximum number of workers proposed to be deployed for the work for carrying out replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car, supporting galleries, Transfer Towers, walkways of different conveyor system including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc. at ore & Coal Handling Plant, Haldia Dock Complex.

In case of maximum number of worker required for the aforesaid works is matching with the existing Labour Licence, the contractor shall have to keep the said Licence valid for the entire contract period for the said works. Otherwise, the contractor shall have to apply for a separate Labour Licence for the maximum number of workers required for the above-mentioned works. Necessary certificate shall be issued by the Engineer against a request from the contractor.

Photocopy of the application shall have to be furnished to the Engineer. However, payment will be released only on furnishing the copy of the Labour Licence to the Engineer.

## **2.19 EMPLOYEES' PROVIDENT FUND & EMPLOYEES' STATE INSURANCE :**

The contractor should have his establishment registered with the concerned authorities under the Provision of Employees' Provident Fund & Miscellaneous Provision Act, 1952 and Employees' State Insurance Act, 1948. The contractor shall have to submit the proof of registration as mentioned above immediately after commencement of work.

As per the above mentioned Act, the contractor is liable for remittance of monthly subscription contribution in respect of Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) for the workers engaged by him, wherever applicable. The contractor shall submit the authenticated copy of the challans with respect to subscription / contribution of Employees' Provident Fund and Employees' State Insurance (against their respective Code Numbers issued by the Employees Provident Fund and Employees' State Insurance Authorities) by 7<sup>th</sup> day of every English

Calendar Month (during the currency of the contract) along with the list of labourers for whom such deposits have been made.

No payment will be made for the bills if the up-to-date Employees' Provident Fund and Employees' State Insurance remittance challan is not submitted in time.

In case, registration with the EPF and ESI Authorities is not applicable for the employees of the contractor, the documentary evidence to establish non-availability to be submitted by the contractor.

- 2.20 SAFETY:** The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

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

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.

- 2.21 WORKMEN'S COMPENSATION:**

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury, fatal accident to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act. The contractor shall keep the insurance policy renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.

- 2.22 LABOUR LAWS:**

The contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the contractor for execution of the work.

- 2.23 APPLICABILITY OF LAWS ON THE CONTRACT:**

The contract shall be governed by all relevant Indian Acts, as applicable, only within the jurisdiction of the Honorable High Court of Kolkata, India, including the following Acts:

- i) The Indian Contract Act, 1872.
- ii) The Major Port Trust Act, 1963.
- iii) The Workmen's Compensation Act, 1923.
- iv) The Minimum Wages Act, 1948.
- v) The Contract Labour (Regulation & Abolition) Act, 1970.
- vi) Dock Workers (Safety, Health & Welfare) Act 1987.
- vii) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- viii) Indian Arbitration and Conciliation Act, 1996.

Unless otherwise specified, all the Laws/ Rules / Acts etc. mentioned in different clauses of this Tender Document should be considered as Laws/ Rules / Acts etc. applicable in India

### **3. SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 Access to Site :**

The tenderer shall visit the site and get themselves acquainted with the existing facilities. Haldia is linked by road through National High Way 6 & 41 via Mechada and by rail from Howrah and Kharagpur via Panskura. The Coal Handling Plant is situated inside the Dock Area, 3 kilometres away from the main road.

#### **3.2 Working Facilities :**

- a) The following facilities will be provided to the contractor under the following terms and conditions :-
  - i) A token License Fee of Rs.100/- per month will be applicable on the open space, to be provided for the purpose of office accommodation, storage of materials and for fabrication work at site, for the period of work. The site office is to be dismantled immediately after the completion period of work and cleared to the satisfaction of Sr Dy.Manager(P&E) or his authorized representative.
  - ii) Electrical power for site office will be supplied on chargeable basis as per the existing rates, which may be revised from time to time. However power supply for the purpose of fabrication, erection and painting at site will be given free of cost. Necessary length of cable, energy meter and other accessories for the aforesaid purposes shall be arranged by the contractor from the nearest power sources.
  - iii) Dock Permit for the contractor and their staff, materials, vehicles, etc. for movement inside the Dock Area, will be provided on chargeable basis as per rate mentioned in clause no-3.30 of tender document.
  - iv) No residential accommodation, transport and canteen facility can be provided by HDC.
  - v) Drinking water supply at the site office of the contractor will be provided on chargeable basis. However, necessary connection from HDC's water line to be arranged by the contractor from the nearest source.
  - vi) Conveyor Belt will be removed and relayed by HDC, if found necessary.
  - vii) If the job requires to work on odd areas, the contractor may have to work on above the ground or under the ground at Lock Entrance/Oil Jetty etc for successful execution of the work

#### **3.3 Shut-Down :**

- a) Normally 3 Hrs. shutdown (1330 hrs. to 1630 hrs.) will be given everyday for the purpose of dismantling the old structure and erection of the new fabricated structure. The contractor shall mobilize men, materials, machines, tools & tackles etc. at site accordingly to ensure that there is no unnecessary wastage in time. Prior permission in writing to be taken from Sr.Dy.Manager(P&E) or his authorized representative for changing the identified portion of the structure and to put the conveyor under electrical shutdown to avoid any untoward incident in course of work. Such work, which will be carried out, to be completed in such a way within 3 hours stipulated shut-down period so that immediately on completion of the work, the conveyor may run on load for wagon unloading/vessel loading.

- b) For exigency of plant operation, if in any day, the shutdown can not be given from 1330 hrs. to 1630 hrs., the same will be intimated to the contractor by the Sr.Dy.Manager(P&E) or his authorized representative for which any delay in completion of the whole work will be on HDC's account.
- c) In the occasions of idling of the plant for non-availability of vessel for loading and wagon for unloading, the contractor after consultation with the Sr.Dy.Manager(P&E) or his authorised representative can continue the work of dismantling and erection during the entire period of idling of the plant for which a written application is to be made to Sr.Dy.Manager(P&E) or his authorised representative so that the conveyors where the work will be carried out can be kept under electrical shutdown to avoid any untoward incident during the work.

### **3.4 PRICE BASIS:**

- 3.4.1 The quoted price should be inclusive of all charges for providing requisite manpower and supply, delivery, inspection, transportation (including insurance), handling, receipt & storage, transit insurance of all required materials including steel materials (which will not be supplied by KoPT, as detailed in the Scope of Work) & equipment at site and all other incidental charges for fulfilling contractual obligations including Guarantee support excluding **GST** which will be separately mentioned.

The amount of GST will be reimbursed by KoPT on production of CENVATABLE Document.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the Tenderer have not understood the work envisaged by the Contractor.

- 3.4.2 Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 3.4.3 The bidder should quote only in the formats given in "BILL OF QUANTITIES", considering the "Scope of Work" and other terms & conditions of the Tender Document {considering all Addenda (if any) issued}, and the same should remain firm during the validity period of the offer, including any / all extension thereof, agreed by the bidder. The rates quoted by the successful bidder should remain firm throughout the contract i.e. no variation towards materials, labours, etc. shall be payable.

### **3.4.4 GOODS & SERVICES TAX (GST):**

- 3.4.4.1 Supplier to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 3.4.4.2 The Supplier agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by the Contractor and details available with Kolkata Port Trust, then payments to the Contractor to the extent of GST relating to the

invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- 3.4.4.3 Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 3.4.4.4 Supplementary invoices/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 3.4.4.5 The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

### **3.5 PAYMENT TERMS:**

100% payment against Bill of Quantity (BOQ) Sl. No. 1, 2, & 3 will be paid on Pro-Rata basis within 30 days of submission of unambiguous bill (S) complete in all respect. The bill (s) must be accompanied by the joint inspection certificates, duly signed and stamped by the authorized representative of the successful tenderer and the authorized representative(s) of Sr. Dy. Manager (P&E), HDC.

- 3.5.1 Payment will be made as per the Bill of Quantity and on finished weight, actually erected and duly certified by the authorized representative of the Sr. Dy. Manager (P&E), HDC. No payment will be released until the fabricated materials are erected and certified.
- 3.5.2 Maximum one bill per month will be accepted.
- 3.5.3 The finish weight/measurement will be finalized after fabrication & erection depending upon the weight per running metre of the structural steel / Sq. mtrs. (in case of MS Plates for different thickness) as per the relevant latest IS / BIS specifications.
- 3.5.4 In case of civil work, the basis of finish volume will be finalized after every civil work inspection, as mentioned in the tender, depending upon the volume of civil work in cubic metre as per the measurement taken jointly after each work.

### **3.6 Completion period:**

The above job to be completed within 12 months from the date of placement of Order.

### **3.7 Job Certification:**

The finish weight / measurement will be finalized depending upon the weight per running metre and weight per sq. metres in case of plates as applicable as per relevant latest BIS specification.

### **3.8 Modification/Alteration:**

The existing design, dimensions along with the modification suggested, should be adhered to and shall not be altered without the Prior approval of Sr. Dy. Manager (P&E). Any addition during execution, if felt necessary, should be accepted subject to the approval of Sr. Dy. Manager (P&E), in writing, at no extra cost.

**3.9     Wastage:** The quantity of scrap generated due to fabrication and the dismantling of damaged structure to be deposited to HDC site store after weighment and related documents jointly certified by contractor and the representative of Sr. Dy.Manager (P&E) or his authorized representative to be submitted by the contractor. Weighment charges to be borne by the contractor.

**3.10     Variation in final Quantity :**

The contractor should maintain close monitoring regarding total executed quantity of the job and intimate the same from time to time to H.D.C. to avoid any excess work beyond the quantity specified in the B.O.Q. No additional compensation will be paid for variation in the executed quantity (up to +10%) with respect to the Tentative Quantity, as mentioned in the Tender Document, which means that the executed excess quantity (over and above indicated Tentative Quantity), if any, will be paid at the same accepted rates. However, no excess work than the tender quantity are to be carried out without the permission of Sr Dy Manager(P&E) or his authorized representative in writing.

**3.11     Extended Stay Compensation :**

Extended Stay Compensation for delay in execution of the contract, will not be paid.

**3.12     Contractor's Labour:**

It is specifically stipulated that under no circumstances, HDC's will take any liability for the men and materials deployed by the contractor, for this contract. No transport, residential accommodation and canteen facilities will be provided to the contractor and / or their staff.

**3.13     Operation of the Employer and Others :**

The ordinary business and work of HDC and other as carried out on and in the vicinity of the site, will be continued during the execution of the erection/dismantling work and the said work shall be executed in such a way as to avoid interference with traffic of every kind by land and by water and with any other work in progress in the vicinity except under compelling situation with the written approval of Sr. Dy. Manager(P&E) or his authorised representative.

**3.14     Existing Services :**

- a) Pipes, cables, overhead wire and similar services encountered in the course of work either on conveyor galleries and structures or on the fabrication site, shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof and the contractor shall not store material or otherwise occupy the part of the site in a manner likely to hinder the operation of such services.
- b) Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below the ground or on conveyor galleries & structures and trestles), the contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Sr.Dy.Manager(P&E) or his authorised representative.
- c) The work shall be carried out in such a manner so as to enable the other contractors, if any, or the departmental employees to work.

**3.15     Extra claim:**

No claim for any detention / idle charges for labours, materials, equipments and machines organized by the contractor in connection with the work under the contract shall be payable by HDC, KoPT to the contractor under any circumstances whatsoever.

**3.16 Keeping Site Clean :**

The contractor at all times keep the site free from all scrap and surplus materials, rubbish and offensive matter, which shall be disposed off. During the work they should display notice board so that the employees or other personnel may be alert.

- 3.17 The removal of Spillage Coal or Dirt thereof, to facilitate the work of the contractor, shall be done by the contractor themselves. However, they will be allowed to do such work in advance while operation of the plant will continue.

**3.18 Inspection of the Fabricated and Erected items:**

The contractor must afford all facilities for inspection by the Sr.Dy.Manager(P&E) or his authorized representative(s) at their own cost and arrangement

Inspection of the aforesaid work will be carried out as follows:

- a) 1<sup>st</sup> stage inspection:- After placement of order a joint inspection will be carried out by contractor and Sr.Dy.Manager (P&E) or his authorized representative to assess the quantum of steel materials required to be replaced. The replacement of steel materials will be done on the basis of the same.
- b) 2<sup>nd</sup> stage inspection : Inspection of raw materials like Steel materials, Electrode,Paints, Fastners etc as per relevant standard.
- c) 3<sup>rd</sup> stage inspection:- Inspection of fabricated items will be carried out by Sr.Dy.Manager (P&E) or his authorized representative before grit blasting. Finish weight and measurement of the portion of the job will be certified depending upon the weight per running meter of the structural steel / Sq. mtrs. (in case of MS Plates for different thickness) as per the relevant latest IS / BIS specifications.
- d) 4<sup>th</sup> stage inspection:-After grit blasting inspection will be carried out by M(P&E) or his authorized representative for necessary clearance for application of primer paint.
- e) 5<sup>th</sup> stage inspection:- After primer painting, inspection will be carried out by Sr.Dy.Manager (P&E) or his authorized representative for necessary clearance for application of MIO coating.
- f) 6<sup>th</sup> stage inspection:- After MIO coating inspection will be carried out by Sr.Dy.Manager (P&E) or his authorized representative for necessary clearance for application of finish paint.
- g) 7<sup>th</sup> stage inspection: - After finish painting, inspection will be carried out by Sr.Dy.Manager (P&E) or his authorized representative for necessary certification & clearance for erection of fabricated items.
- h) 8<sup>th</sup> stage inspection: -After erection, necessary painting will be done on the welded portion, which will be certified by Sr.Dy.Manager (P&E) or his authorized representative. Final finish erected weight of steel items are to be jointly certified by the representative of the Contractor & Sr.Dy.Manager (P&E) or his authorized representative.

**3.19        GUARANTEE PERIOD:**

All fabricated structures, duly painted, erected and commissioned should be guaranteed by the contractor for a period of 24 months, counted from the date of final acceptance of the total execution under the contract. Guarantee in part will not be acceptable. Proper marking of all fabricated structures will have to be done by the contractor.

If any defect whatsoever develops during the Guarantee Period, the same will have to be rectified / replaced by the contractor at their own cost.

In default, the Trustees' will be at liberty to get the repair done at the cost and risk of the contractor.

The contractor should mention the contact address nearby Kolkata / Haldia for such guarantee repairs.

**3.20        LIQUIDATE DAMAGE CLAUSE:**

If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the 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.

GST at prevailing rate will be applicable on LD amount.

**3.21        PACKING:**

Contractor shall be responsible for proper packing and delivery of the materials. Contractor should pack the materials in proper way at contractor own cost for protection against any damage, loss or breakage, etc.

**3.22        INPUT TAX CREDIT:**

Please indicate present percentage rate of GST, as applicable on quoted price. GST amount will be paid against submission of GST documents only or any other document required by KoPT. The contractor shall be required to upload the details of Invoice raised on KoPT in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the Contractors.

**3.23        REPORT OF ACCIDENT:**

The contractor shall, within 24 (twenty four) hours of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Engineer or his representative(s) and shall



make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority, whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings, along with the statements so recorded, will then be forwarded by the contractor to the Engineer at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor/Engineer on duty, engaged by the contractor, and a copy of the same to be forwarded immediately to the Engineer.

3.24      **SAFETY:**

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

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

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.

3.25      **Income Tax Deduction:**

Income tax if any as per relevant provision of the income tax act shall be deducted at source from any payment payable to the contractor.

3.26      **THE TENDERER TO INFORM HIMSELF FULLY :**

- i. This Tender Document includes all Instructions, General Conditions of Contract, Special Conditions of Contract, Scope of Work, etc.), considering all addenda (if any) required to be issued subsequently. The Tenderer shall clearly understand that they will be strictly required to conform to all terms & conditions of the Tender Document [considering all addenda (if any) issued] as contained in each of its Clauses and plea of "Customs Prevailing" will not be, in any case, admitted as excuse on their part for infringing of any of the terms & conditions.
- ii. The Tenderer shall be deemed to have examined the Tender Document [including all Instructions, General & Special Conditions of Contract, Scope of Work, etc.], considering all addenda (if any) issued, visited the site and surroundings and to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy themselves to sufficiency of their tender, etc.

The Tenderer is advised to acquaint them with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal and Govt. of India and other statutory bodies from time to time. The Tenderer shall be deemed to have

examined and collected all necessary information as to risk, contingencies and other circumstances, which may influence or affect the tender.

Failure to comply with the requirement of the Tender submission will be at the Tenderer's own risk.

Failure to visit the site will no way relieve the contractor of any of their obligation in performing the work and liabilities and responsibilities thereof in accordance with the contract.

- iii. Tenderer shall bear all costs associated with the preparation and submission of their tender and HDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv. The Tenderers are requested to ensure that the Tender (both Techno-Commercial Bid and Price Bid) are submitted after full consideration/understanding of the work envisaged in the job related to carrying out replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car, supporting galleries, Transfer Towers, walkways of different conveyor system including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc at Coal Handling Plant, Haldia Dock Complex

### 3.27 AMENDMENTS:

- 3.27.1 At any time, prior to the last date for submission of tenders, HDC reserves the right to amend and modify the Tender Document by issuing Addenda.
- 3.27.2 Any Addendum, thus issued, shall form part of the Tender Document and shall be communicated in advance and will be hosted in the website of MSTC along with the original Tender Document. Such Addendum shall be binding upon the Tenderers. HDC, may, at their discretion, extend the last date for submission of the tenders, to enable the Tenderers to have reasonable time to submit their Tender after taking into consideration of such amendments.

### 3.28 OPENING OF PRICE BID:

"PRICE BID" [of the bidders, who qualify in the Techno-commercial bid {i.e. who are found eligible as per the Eligibility Criteria of this Tender and who accept all Techno-Commercial Terms & Conditions of the Tender Document (considering all Addenda, if any, issued)}], will be opened on a later date upon due intimation to the concerned Tenderers at their address furnished by them in their Tender.

### 3.29 EVALUATION CRITERIA:

- a) Evaluation with respect to Priced Bill of Quantities (BoQ) :
  - i) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, including all other charges except GST, shall be considered for evaluation.
  - ii) The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item.

The amount against each item, thus arrived, will be added to obtain the total amount.

Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived.

- iii) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

### 3.30 PERMIT CHARGE:

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per scale of rate of Kolkata Port Trust. The existing charges for manpower and vehicle would be as follows:

Sl. No.	Description	Rate in (In INR)
1.	Dock Permit per person	8.50 per daily permit (Maximum 12 hrs. validity). 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit
2.	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal).	42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit
3.	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit
4.	Dock Permit for cart (inclusive of overnight stayal).	17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit.

### 3.31 Arbitration:

In case of any dispute being referred to arbitration in terms of General Conditions of Contract, same would be held as per provision of Arbitration and Conciliation (Amendment) Act 2015.

## 4. SCOPE OF WORK

### 4.1 Brief Description:

Haldia Dock Complex (HDC) is operating a mechanized handling system for loading /unloading of Thermal Coal. At present we would like to replace various worn out structural steel items of conveyor system. The above job includes repairing/replacement of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car, supporting galleries, Transfer Towers, walkways etc. The contractor may have to work at Lock Entrance, Oil Jetties etc under P&E Division of HDC below or above the ground level. The above job also includes supply of steel materials, dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc. at Coal Handling Plant, Haldia Dock Complex.

### 4.2 Joint Inspection for Job Identification:

The contractor should carry out Joint Inspection with the representative of Sr. Dy. Manager (P&E) within 30 days from the date of placement of order. Worn out / damaged steel structures/area of modification etc. to be identified in detail and recorded during such Joint Inspection.

### 4.3 Drawings:

The contractor should prepare G.A. Drawings & detailed drawings for fabrication & replacement of damaged structural steel. These G.A. Drawings & detailed fabrication drawings to be submitted to Sr. Dy. Manager (P&E), HDC within 15 days after completion of above Joint Inspection for necessary approval. However, this approval of the Sr. Dy. Manager (P&E) will not relieve the contractor of their responsibility in connection with execution, proper fitting of different steel structures and satisfactory performance of the work.

### 4.4 Bar Chart :

Along with submission of drawing the contractor should submit, a Bar Chart, covering commencement and completion of dismantling, fabrication and erection and commissioning of the Conveyor Structures individually / section-wise.

### 4.5 Mode of Work :

- a) Although, it is envisaged that only the members required for replacement is to be dismantled and no other adjacent or nearby intact members / section need to be dismantled for the purpose of facilitating erection, but, the same lies solely with the contractor, who should satisfy themselves in this regard, while visiting the site before quoting. Hence, any member / section needs to be dismantled for the sole purpose of facilitating erection in course of the work, the same should be done at no extra cost.
- b) Erected Conveyor structures have to be properly aligned with the original structure.
- c) Commissioning and Trial run of the conveyor system to be done by the contractor to the satisfaction of Sr. Dy. Manager (P&E), HDC or his authorized representative.

### 4.6 Supply of Materials :

**4.6.1 Steel :**

Steel materials required for fabrication will be supplied by the Contractor at his own risk, cost and arrangement. Loading, unloading, transportation and all allied work to be carried out by the contractor at his own risk, cost and arrangement. All steel materials are to be supplied as per BIS specification.

**4.6.2 Inspection of steel materials:** All steel materials supplied by the contractor shall be inspected by Sr.Dy.Manager( P&E) or his authorized representative before fabrication as per relevant BIS.

**4.6.3 Electrode, Gas, Paints and other Consumables :**

Consumables like Electrodes, Gas, Paints, Thinner, Jute, Oil, Grit for blasting, etc. shall have to be supplied by the contractor at his cost. Electrodes, Gases & Paints to be used, shall be as per the relevant IS specification. Electrodes should be reserved in heat box chamber to prevent damage of electrodes during work.

**4.6.4 Bolts, Nuts and other Fasteners :**

All fasteners like Bolts, Nuts & Washers shall have to be supplied by the contractor at his own cost. Bolts, Nuts & Washers shall be hot dipped galvanized and as per relevant IS specification.

**4.6.5 Tools & Tackles and other Equipments :**

All equipments, appliances & necessities for work like Tools & Tackles, Air-Compressor, Machinery for grit-blasting & spray painting, Lifting appliances, equipments for transport, welding Transformers/Generators, welding accessories, Gas Cutting Sets, Safety Appliances, materials for Scaffolding, etc. shall have to be arranged by the contractor at their own cost.

**4.7 Dismantling & Support Structure & Scrap Removal :**

**4.7.1 Elimination of unbalancing :**

Before dismantling any structural component, the contractor shall take care to see that the other adjoining sections are not affected by transfer of load and the loads in the sections left over, are not unbalanced.

**4.7.2 Providing Support Structure :**

All materials for scaffolding and necessary support arrangement, as required for the dismantling and erection of the structurals, to be arranged by the contractor. Safety-appliances / personal-protective-equipment for the

workmen, shall be provided by the contractor and precautions shall be taken by them to avoid untoward incident while working.

**4.7.3 Dismantling of allied items like Idler Rollers, Brackets, etc. :**

All allied structural items like Idlers, Roller (both carrying and return), Pulleys, brackets and any other part of the conveyor structures if required to be removed to facilitate actual dismantling of the worn-out structures, to be carried out by the contractor and all such removed items to be re-installed again by the contractor to its original location with proper alignment, at his own risk, cost and arrangement.

**4.7.4 Dismantling of worn-out structures :**

Dismantling of worn-out structures, as identified during joint Inspection indicated under clause No 4.2 to be carried out by the contractor. However, it should be noted in this connection that where the job involves dismantling a part/section, then completing the erection of the same part for each group of work should be taken up on priority basis so as not to disturb adjoining section by transfer of load or any resultant imbalance in load, unless the same is taken care of by proper supports or otherwise by the contractor.

Any failure to the adjoining sections, because of the careless handling during dismantling work, shall be entire responsibility of the contractor and the losses caused shall be made good by the contractor.

**4.7.5 Removal of scrap :**

All dismantled / damaged materials shall have to be deposited in Master Control Store after weighment in presence of Sr. Dy. Manager (P&E) or his authorized representative by the contractor at their own cost and arrangement. The work - place shall be kept free from all scrap materials by the contractor.

**4.8 FABRICATION :**

Before commencement of fabrication of any structural component, Sr.Dy. Manager (P&E) or his authorized representative and the contractor will jointly inspect the availability of individual structural steel item required for complete fabrication of that component, so that, after fabrication, the same can be erected. After joint inspection of the finished fabricated section, Sr. Dy. Manager (P&E) or his authorized representative will allow the contractor for grit blasting. All fabrication whatever necessary for the work to be done in HDC's campus at a location shown by the Sr. Dy. Manager (P&E) or his authorized representative to the contractor.

**4.9 Grit Blasting:**

4.9.1 Grit blasting shall be carried out for the Structural Steel Members, to be replaced.

4.9.2 All surfaces of the Structural Steel Members, to be replaced, shall be Grit blasted and then be painted.

- 4.9.3 The Grit blasting should be done during day time and in dry weather using Grit materials of appropriate size.
- 4.9.4 The Grit blasting should be done to achieve a gray or near - white surface.

4.10 **Painting :**

All exposed surfaces of fabricated items shall be Grit blasted and painted. Before painting blasted surface to be cleaned by dry air blowing.

- 4.10.1 The application of first coat of Primer Paint (Epoxy Zinc Rich Primer) shall be applied within an hour of Grit blasting. The 2nd Coat of Primer Paint shall be applied after 03 (Three) hours of the first Coat application of primer paint. Minimum dry Film Thickness (DFT) after two coat of Primer painting should be 50 microns.
  - 4.10.2 There should be an application of MIO coating (Micaceous iron oxide) to give a further dry film thickness of about 50microns. The application of MIO coat shall be done after 24hours of the application of primer paint coat. The total DFT of primer paint and MIO should be 100 microns  $\pm$  10%.
  - 4.10.3 The application of first coat of Epoxy Coal Tar finish paint shall be applied after 24 hours of the application of M.I.O coating. The 2nd Coat application of finish paint shall be done after 24 hours of application of previous coat to give further dry film thickness of about 200 microns.
  - 4.10.4 The total DFT including Primer Paint, M.I.O & Finish Paint should be 300 micron  $\pm$  10%.
  - 4.10.5 Calibrated Elcometer with proper ranges should be arranged by the contractor for inspection of painting work.
  - 4.10.6 Wherever painting goes off/ peels off during the course of the work, the surface to be first cleaned properly by mechanical wire brushing and subsequent application of primer, MIO and finished paints to be made by brush, as per the above specification.
- 4.11 Paints and thinners, required for painting as above, shall have to be supplied by the contractor. Paints and thinners shall be procured from reputed manufacturers/authorized dealers of the following make viz. Asian Paints, Berger Paints, Jenson & Nicholson, ICI, Goodlass-Nerolac and Shalimar Paints only. The Inspection Call(s) for the various stages during Grid Blasting & Panting should be offered by the contractor as per the schedule.

4.12 **Erection :**

Erection of different structural steel items to be carried out as per approved drawing. Old/new Brackets with rollers (both carrying and return) are to be re-installed by Bolts, Nuts and washers. Fastners are to be supplied by the contractor. Bolts, Nuts & Washers shall be hot dipped galvanized and as per relevant IS specification.

Welding of J-hook etc to be done before painting. Erection of posts to be done by welding Base Plates on Insert Plates (excepting in a few cases where Base Plates are to be bolted with the existing Anchor Bolts) provided on RCC supports. The erected steel members shall be properly identified by lettering with date of erection.

During above erection work, proper alignment of transfer chutes, belt pulleys, Idlers, Rollers, Conveyor Structures etc. are to be carried out by the contractor for successful trial run of the conveyor system.

#### 4.13 **Civil works :**

Includes the following :

- 4.13.1 The contractor should arrange for cleaning the accumulated cargo (thermal coal etc.) from the Foundation Base of the Transfer Towers & Conveyors.
- 4.13.2 Breaking / removal of required concrete from bases of the existing structures with maximum care and safety up to a depth of 0.4 meters (approx) without disturbing the loading / unloading operations.
- 4.13.3 Foundation concrete work to be re-built with slope in all sides of the top surfaces to prevent the water logging at the base of Steel Structure.
- 4.13.4 Concrete should be of M-20 Grade (1:1.5:3 mix) with stone chips (20 mm. and down of PAKUR variety) using monolithic compound as per manufacturer's specification for proper bonding.
- 4.13.5 The Anchor Plate with Anchor Bolts / Holding Down Bolts, Washers & Nuts should be replaced by requisite size of materials, by the contractor, if found damaged. Grouting of plates and Anchor Bolts / Holding Down Bolts will be arranged by the contractor at his cost.  
The contractor should arrange for all materials required for the aforesaid job including shuttering and covering, etc. complete in all respect.

#### 4.14 **Security Requirements:**

The contractor shall comply with all regulations imposed by the Port security Authorities in respect of the passage of Plants, Vehicles, Material and Personnel through Port Barriers.

#### 4.15 **Safety Precautions:**

- 4.15.1 The contractor shall take all safety precaution to prevent out - break of fire at the site and in all offices, stores, camps and other places and things connected there with and specially with respect to the storage of petroleum products, explosives and all other dangerous and hazardous goods. He shall comply with all rules, regulations and order of any statutory authority and of the Sr. Dy. Manager (P&E) at no extra cost to HDC. All necessary arrangements shall be arranged by the contractor.
- 4.15.2 The contractor shall give ever facility to the Fire and Safety Officers of HDC,KoPT to inspect the work whosoever required and shall observe and abide by any instruction given by the Sr. Dy. Manager (P&E) in regard to use of the Plant, Equipment and Temporary Work in respect of General Safety. Compliance with such requirements, shall not be used as the basis of claim against HDC,KoPT and will not be entertained by HDC,KoPT



- 4.15.3 The contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Sr. Dy. Manager (P&E) sufficient life-saving appliances, which shall at all times to be available, for use.
- 4.15.4 It will be the responsibility and accountability of the contractor with respect to the said repair/replacement work, safety and security of the equipment, paints & machines and personnel working within the dock area.

**Annexure – E****BILL OF QUANTITIES ( BoQ )****PRICE BID****Preamble:**

1. The Contractor shall be required to upload the details of the Invoice raised on KoPT in GST return as per Law. In case of any failure, GST, even if paid, shall be recovered from the Contractors.
2. All rates quoted by the bidder should remain firm during the validity period of the tender, including any / all extension thereof, agreed by the bidder. In case, of finalization of order in favor of the bidder, the above rates should remain firm up to successful fabrication, dismantling ,erection and commissioning i.e. no variation towards cost of materials, labors, etc. shall be payable.

Tender for repairing/replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car rail supporting gallery, Transfer Towers, walkways etc. of different conveyor systems including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc. at Coal Handling Plant, Haldia Dock Complex.

Sl. No.	Description	Quantity	Unit rate	Total amount
1	Fabrication including grit blasting, Painting and supply of steel materials.	150 MT.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
2	Dismantling of old Structures , erection and commissioning of newly fabricated structures touch up painting etc.	150 MT.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
3.	Civil work per Cu mtr.	20Cu.m	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
4	Grit Blasting & painting of departmentally fabricated structure.	500 Sq.Mtr	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
5	Wire brushing & painting of existing structure.	500 Sq Mtr.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
Grand total amount				

**NOTE:**

- a) The above should read in conjunction with the Scope of Work, Special Conditions of Contract and other stipulations of the tender as applicable.
- b) The quantity is indicative and may be varied as per actual site condition.
- c) Prices to be quoted, should include all taxes and duties in full except GST. Amount of GST, if applicable will be reimbursed by HDC, on production of CENVATABLE document by the contractor.

### **PRICE SCHEDULE**

Tender for repairing/replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car rail supporting gallery, Transfer Towers, walkways etc. of different conveyor systems including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc. at Coal Handling Plant, Lock Entrance, Oil Jetty etc. under Plant and Equipment Division, Haldia Dock Complex.

Sl. No.	Description	Quantity	Unit rate	Total amount
1	Fabrication including grit blasting, Painting and supply of steel materials.	150 MT.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
2	Dismantling of old Structures , erection and commissioning of newly fabricated structures touch up painting etc.	150 MT.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
3.	Civil work per Cu Mtr.	20Cu.m	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
4	Grit Blasting & painting of departmentally fabricated structure.	500 Sq.Mtr	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
5	Wire brushing & painting of existing structure.	500 Sq Mtr.	Rs..... (in figures) Rupees ..... (in words)	Rs..... (in figures) Rupees ..... (in words)
Grand total amount				

NOTE:

- (a) In case of discrepancy in figures and words above, the rate quoted in words will be considered for evaluation.
- (b) All corrections, both for figures and for words, if any, shall have to be initialed by the tenderer.
- (c) The quantity is indicative and may be varied as per actual site condition.

- (d) All prices are inclusive of all taxes (Excluding GST) and shall be firm during the pendency of the contract.
- (e) GST will be reimbursed by HDC, KoPT on Production of CENTVARIABLE DOCUMENT by the contractor. No GST will be added with quoted Price at the time of evaluation.
- (f) All rates quoted will remain firm during the validity period of the offer, including any / all extension thereof, agreed by the bidder. No Price escalation on the Total Price indicated by the bidder, will be allowed.
- (g) Rate must be quoted against each item i.e. no item rate should be clubbed with the rate of other item(s).

Signature of the witness with date  
of the Tenderer with

Full signature  
date and Office Seal

**FORM OF TENDER**

To  
**The Sr. Dy. Manager (P&E),  
Operational Administrative Building,  
Chiranjibpur, Haldia Dock Complex,  
Kolkata Port Trust, P.O.- Haldia,  
Dist.- Purba Medinipur, Pin.- 721604.**

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for " Repairing/replacement of various structural steel items of stringer, stringer post, supporting base angle, base frame for motor and gear box, cross bracing, transfer chutes, tipper car rail supporting gallery, Transfer Towers, walkways etc. of different conveyor systems including dismantling of old structure, removal of scrap, fabrication, grit-blasting, painting, erection of new structure, allied civil foundation work etc. at Coal Handling Plant, Haldia Dock Complex.

", in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

We hereby agree that the said Specification, Conditions of Tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of Rs. 324000.00 (Rupees three lakh twenty four thousand only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port Trust, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Dated :- .....

Yours faithfully

Full Address

Signature  
(Seal)

.....

Note: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

PROFORMA OF BANK GUARANTEE  
(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) to be issued by the Kolkata Branch, as the case may be of any scheduled 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, Haldia

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....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 '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.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, ..... Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" 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, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We.....

Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee 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..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....  
Bank.....Branch, 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.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We .....Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of 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 upto and inclusive of .....days of.....2018 and subject also to 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.....Bank.....Branch, 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.....Bank.....Branch, 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 to extend the time for full performance of the said contract including fulfilling all obligations under 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.....  
Bank.....Branch 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 of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us .....Bank .....Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)