

Office Of The Sr. Dy. Manager, I&CF Divission,  
Civil Maintenance office, Cluster-5,  
P.O.- Haldia Township, Dist. Purba Medinipur - 721 607  
Tele Phone - 03224-263389  
Fax - 03224-252110  
E-mail id: bsengupta.hdc@nic.in.

No. : I&CF/SDM/ RZ/2018- 19/ET/43/920

Date: 26.03.2019

The Sr. Public Relations Officer,  
Kolkata Port Trust  
15, Strand Road,  
Kolkata – 700001.

**Subject:** - Release of Advertisement in the press and in the Website for Notice Inviting Tender.

**REG:** - E-Tender for CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER  
PREMISE, HALDIA TOWNSHIP, HDC.

**E-Tender No.:** KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389

Enclosed please find a Short Tender Notice, which may be published, in the classified column of the daily leading newspapers in Bengali, English & Hindi and also in Indian Trade Journal, Kolkata, positively by 28-03-2019.

Please return the duplicate copy of this letter indicating the names of newspapers along with their corresponding dates of publication of advertisement.

Encl: (1) Short Tender Notice for newspapers – **(FLAG – A1)**.

Sd/-  
General Manager (Engineering)  
Haldia Dock Complex

Copy to: P.S to Deputy Chairman for kind information of Deputy Chairman. [Encl: **Flag-B**]

Copy to: General Manager (Finance)I/C, HDC, for information please. A copy of the detailed NIT **(FLAG-B)** is enclosed. He is requested to send his representative to attend the Pre-bid meeting as mentioned in the NIT. He is also requested to depute one of his officers to attend the opening of the bids as aforesaid.

Copy to: Sr. Dy. Manager (Admn.), HDC, with a copy of Tender Notice **(FLAG-A & B)**. He is requested to display the same at KoPT & HDC's WEBSITES (to be sent thr' e-mail).

Copy to: Sr. Dy. Manager (RZ & Spl. RT.), HDC for information please. A copy of the NIT **(FLAG-A & B)** is enclosed.

Copy to: O/S, I&CF., RZ & Spl. RT. Section, for information and display of the detailed NIT **(FLAG-B)** in the NoticeBoard please.

## **SHORT TENDER NOTICE**



E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

|  |   |  |
|--|---|--|
| <b>Name of work</b>  | : | <b>CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.</b>  |
| <b>E-Tender No</b>   | : | <b>KoPT/Haldia Dock Complex/I&amp;CF Div/130/18-19/ET/389</b>  |
| <b>Estimated Cost Of Work</b>  | : | <b>Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b>  |
| <b>Date and Time for pre-bid meeting &amp; site visit</b>            | : | <b>Pre-bid Meeting on 08.04.2019 at 11.00 AM the office of Sr. Dy. Manager (RZ &amp; SPL.R.T.), I&amp;CF Division, CI-5, Haldia Township Haldia Dock Complex.</b>  |
| <b>Last date of submission of e-tender and opening of the tender</b> | : | <b>23.04.2019<br/>Submission Up to 15:00 hrs.<br/>Opening After 15:30 hrs.<br/>Bid document will be available on MSTC, Website.<br/>Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.</b> |

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only. Interested bidders may contact at [bsengupta.hdc@nic.in](mailto:bsengupta.hdc@nic.in).

**Sd/-  
General Manager (Engg.)  
Haldia Dock Complex**



**3.1 E -TENDER NO: KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

### 3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

- ### 3.3 TENDER AUTHORITY:-

|   |                   |  |                        |                           |                   |      |                            |
|---|-------------------|--|------------------------|---------------------------|-------------------|------|----------------------------|
| Due Date  | <b>23.04.2019</b> | Time   | <b>UPTO 15:00 hrs.</b> | Date of Opening of Techno | <b>23.04.2019</b> | Time | <b>15:30 hrs. onwards.</b> |
| <b>Bid document will be available on MSTC, Website.</b><br><b>Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only</b> |                   |  |                        |                           |                   |      |                            |
| Date and Time for pre-bid meeting & site visit  |                   | <b>Pre-bid Meeting on 08.04.2019 at 11.00 AM at the office of Sr. Dy. Manager (RZ &amp; SPL.R.T.), I&amp;CF Division, CI-5, Haldia Township Haldia Dock Complex.</b> |                        |                           |                   |      |                            |
| Cost of Tender document (Non-refundable)  |                   | <b>Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only) including 18% GST.</b>   |                        |                           |                   |      |                            |
| Earnest Money Deposit   |                   | <b>Rs. 2,54,822.00 (Rupees Two Lakh Fifty Four Thousand Eight Hundred Twenty Two only).</b>  |                        |                           |                   |      |                            |
| Time Of Completion  |                   | <b>10 (Ten) months.</b>  |                        |                           |                   |      |                            |
| Estimated Cost Of Work  |                   | <b>Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b>  |                        |                           |                   |      |                            |

### **3.4 OTHER INSTRUCTIONS:-**

3.4.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

3.4.3 E-Tender Document shall neither be issued by post nor sold.

3.4.4 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

3.4.5 Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.4.6 The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

3.4.7 E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.8 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

3.4.9 Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

3.4.10 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.11 It is stated here that the subject tender may not be extended further.

3.4.12 Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**Sd/-**  
**General Manager (Engg.)**  
**Haldia Dock Complex**

**कलकत्ता पत्तन न्यास**  
**KOLKATA PORT TRUST**

**हल्दिया गोदी परिसर**  
**HALDIA DOCK COMPLEX**  
**I&CF DIVISION**

***BIDDING DOCUMENTS***

**( e-Tender)**

**[Tender No.: I &CF/SDM/RZ/18-19/ET/43]**

**FOR**

**CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER  
PREMISE, HALDIA TOWNSHIP, HDC.**



**March - 2019**

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## **1. SCHEDULE OF TENDER (SOT)**

E-Tender under single stage two part system (Techno-Commercial Bid and Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **"CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC."** as per Bill Of Quantities to Haldia Dock Complex. Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

|  |  |
|--|--|
| a. TENDER NO.  | <b>I&amp;CF/SDM/RZ/18-19/ET/43</b>   |
| b. MODE OF TENDER  | e-tendering System   |
| c. E-Tender No.  | <b>KoPT/Haldia Dock Complex/I&amp;CF Div/130/18-19/ET/389</b>  |
| d. Date of NIT available to parties to download  | <b>28.03.2019 to 23.04.2019</b>  |
| i) Date and Time For Pre-Bid Meeting & Site Visit  | <b>Pre-bid Meeting on 08.04.2019 at 11.00 AM at the office of Sr. Dy. Manager (RZ &amp; SPL.R.T.), I&amp;CF Division, CI-5, Haldia Township Haldia Dock Complex.</b> |
| e. i) Estimated Cost Of Work   | <b>Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b>  |
| ii) Transaction Fee  | Rs. 7,518.00 (Including all Taxes) (refer clause. No. 4 Important instructions for E-procurement)  |
| iii) Bid Document fee  | The intending bidders should submit Bid Document Fee of INR <b>Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only) including 18% GST.</b>                   |
| iv) Earnest Money Deposit  | The intending bidders should submit Earnest Money of INR <b>Rs. 2,54,822.00 (Rupees Two Lakh Fifty Four Thousand Eight Hundred Twenty Two only).</b>                 |
| g. Last date of submission of EMD & Bid Document fee   | <b>23.04.2019 upto 15.00 Hrs.</b>  |
| Last date of submission of Transaction fee as per Appendix-A in favour of MSTC Limited, Kolkata. | <b><u>Three working days before the last date of closing of online bidding for the e-tender.</u></b>   |
| h. Date of starting of online e-tender for submission of Techno-Commercial Bid & Price Bid.      | <b>28.03.2019</b>  |
| i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.       | <b>23.04.2019 (Up to 3:00 P.M.)</b>  |
| j. Date & time of opening of the subject tender  | <b>23.04.2019 (After 3:30 P.M.)</b>  |

## **2. SHORT TENDER NOTICE**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

|  |   |   |
|--|---|---|
| <b>Name of work</b>  | : | <b>CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.</b>   |
| <b>E-Tender No</b>   | : | <b>KoPT/Haldia Dock Complex/I&amp;CF Div/130/18-19/ET/389</b>   |
| <b>Estimated Cost Of Work</b>  | : | <b>Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b>   |
| <b>Date and Time for pre-bid meeting &amp; site visit</b>            | : | <b>Pre-bid Meeting on 08.04.2019 at 11.00 AM the office of Sr. Dy. Manager (RZ &amp; SPL.R.T.), I&amp;CF Division, CI-5, Haldia Township Haldia Dock Complex.</b>   |
| <b>Last date of submission of e-tender and opening of the tender</b> | : | <b>23.04.2019<br/>Submission Up to 15:00 hrs.<br/>Opening After 15:30 hrs.<br/>Bid document will be available on MSTC, Website.<br/>Bidders will have to participate in bidding process through website <u><a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></u> only.</b> |

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only. Interested bidders may contact at [bsengupta.hdc@nic.in](mailto:bsengupta.hdc@nic.in).



[एनआईटी-1]  
लघु निविदा सूचना

फ्लेग-ए

हल्दिया डॉक कॉम्प्लेक्स में निम्नलिखित काम के लिए सोलर और आर्थिक क्षमताओं वाले संसाधन, अनुभवी और वास्तविक बोलीदाताओं से एकल कवर आधार (वॉल्यूम -1 टेक्नो-वाणिज्यिक भाग और वॉल्यूम-II मूल्य भाग) पर सीलबंद निविदाएं आमंत्रित की जाती हैं।

|  |   |   |
|--|---|---|
| कार्य का नाम   | : | जौहर टावर के प्राईमरी, हल्दिया टाउनशिप, एच.डी.सी. में विद्युत सब-स्टेशन का निर्माण      |
| ई-निविदा संख्या  | : | कोपीटी / हल्दिया डॉक कॉम्प्लेक्स / आई और सीएफ दिवे / 130 / 18-19 / ईटी /389             |
| अनुमानित लागत  | : | Rs. 1,27,41,057.74 [रुपए एक करोड़ बीस सात लाख चालीस एक हजार पचास सात और पैसे सत्तर चार] |
| निष्पादन की अवधि   | : | 10 महीने  |
| अग्रिम राशि  | : | रुपये। 2,54,822.00 (रुपए दो लाख पचास चार हजार आठ बीस दो)                                |
| बिड दस्तावेज एम. एस. टी. सी. के वेबसाइट पर उपलब्ध होगी। आपूर्तिकर्ता केवल <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> वेबसाइट के माध्यम से बोली प्रक्रिया में भाग ले पायेंगे। |   |   |
| निविदा जमा करने की अंतिम तिथि एवं कवर-I के अनावरण की तिथि  | : | 23.04.2019 तक 15:00 बजे तक जमा<br>15:30 बजे के बाद खोलना                                |
| निविदा दस्तावेज की लागत(अप्रतिदेय)   | : | रुपये। Rs. 1770=00 [रुपए एक हजार सात सौ सत्तर ही] 18% जीएसटी सहित                       |
| सम्पर्क व्यक्ति  | : | वरि. उप.प्रबंधक (आरजेड और एसपीएल आर टी), आईएंडएफ डिवीजन, हल्दिया डॉक कॉम्प्लेक्स।       |

निविदा की विस्तृत जानकारी एम. एस. टी. सी. वेबसाइट पर उपलब्ध होगी एवं [www.mstcecommerce.com](http://www.mstcecommerce.com) वेबसाइट के माध्यम से बोली प्रक्रिया में भाग ले पायेंगे। इच्छुक आपूर्तिकर्ता [bsengupta.hdc@nic.in](mailto:bsengupta.hdc@nic.in) वेबसाइट पर सम्पर्क कर सकते हैं।

महाप्रबंधक (इंजी।)  
हल्दिया डॉक कॉम्प्लेक्स।

### **3. NOTICE INVITING TENDER**

WORK TITLE: - **CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

#### **3.1 E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

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

#### **3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

- i) Average Annual Financial Turnover during the last three years, ending on **31-03-2017**, should be at least 30% of the estimated cost.
- ii) Experience of having successfully completed Construction of buildings or construction of RCC jetty or construction of RCC Structure or similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
  - a. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.

Or
  - b. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.

Or
  - c. One similar completed works costing not less than the amount equal to 80 % of the estimated cost.
- iii) Similar works means: -

Civil Engineering work involving RCC work / Masonry work.

#### **3.3 TENDER AUTHORITY:-**

Sr. Dy. Manager (I&CF), Cluster –V, P.O.: - Haldia Township, Dist.: Purba Medinipur, Pin : 721607, West Bengal.  
Ph. No. 263389, FAX: 03224-252110 E-mail id: [bsengupta.hdc@nic.in](mailto:bsengupta.hdc@nic.in)

|   |  |      |                        |                           |                   |      |                            |
|---|--|------|------------------------|---------------------------|-------------------|------|----------------------------|
| Due Date  | <b>23.04.2019</b>  | Time | <b>UPTO 15:00 hrs.</b> | Date of Opening of Techno | <b>23.04.2019</b> | Time | <b>15:30 hrs. onwards.</b> |
| <b>Bid document will be available on MSTC, Website. Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only</b> |  |      |                        |                           |                   |      |                            |
| Date and Time for pre-bid meeting & site visit  | <b>Pre-bid Meeting on 08.04.2019 at 11.00 AM at the office of Sr. Dy. Manager (RZ &amp; SPL.R.T.), I&amp;CF Division, CI-5, Haldia Township Haldia Dock Complex.</b> |      |                        |                           |                   |      |                            |
| Cost of Tender document (Non-refundable)  | <b>Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy only) including 18% GST.</b>   |      |                        |                           |                   |      |                            |
| Earnest Money Deposit   | <b>Rs. 2,54,822.00 (Rupees Two Lakh Fifty Four Thousand Eight Hundred Twenty Two only).</b>  |      |                        |                           |                   |      |                            |
| Time Of Completion  | <b>10 (Ten) months.</b>  |      |                        |                           |                   |      |                            |
| Estimated Cost Of Work  | <b>Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b>  |      |                        |                           |                   |      |                            |

### **3.4 OTHER INSTRUCTIONS:-**

3.4.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

3.4.3 E-Tender Document shall neither be issued by post nor sold.

3.4.4 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document downloaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

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3.4.6 The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

3.4.7 E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.8 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

3.4.9 Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

3.4.10 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

3.4.11 It is stated here that the subject tender may not be extended further.

3.4.12 Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager (Engg.)  
Haldia Dock Complex**

## **4. Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

|   |  |
|---|--|
| 1 | <p>Process of E-tender :</p> <p>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 Technical Bid as well as Commercial 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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/.....</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Select ..... Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact ...../MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (Haldia Dock Complex):<br/>         Contact person(Haldia Dock Complex)<br/>         Dealing officer's name:- B. Sengupta,<br/>         Designation:- Sr. Dy. Manager(I&amp;CF)<br/>         Phone No.:-03224-263389<br/>         E-mail:- <a href="mailto:bsengupta.hdc@nic.in">bsengupta.hdc@nic.in</a></p> <p>Contact person (MSTC Ltd):<br/>         1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a><br/>         2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:<br/>         i) Windows 7 or above Operating System<br/>         ii) IE-7 and above Internet browser.<br/>         iii) Signing type digital signature<br/>         iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings 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>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/.....</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>  |

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| 3 | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.  |
| 4 | <p><b>Special Note towards Transaction fee:</b><br/> 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><b><u>Transaction fee is non-refundable.</u></b><br/> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b><br/> 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 .....→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 <i>Attach Doc button</i> 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> </ol> |

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|    | m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.                 |
| 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. |

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| <b>12</b> | 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.  |
| <b>13</b> | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |  |

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| <b>14</b> | No deviation to the technical and commercial terms & conditions are allowed.  |
| <b>15</b> | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature   |
| <b>16</b> | HDC has the right to cancel this e-tender without assigning any reason thereof.   |
| <b>17</b> | 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.  |
| <b>18</b> | 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.  |
| <b>19</b> | The bid will be evaluated based on the filled-in technical & commercial formats.  |
| <b>20</b> | 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. |
| <b>21</b> | Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.   |
| <b>22</b> | Due date of submission of tender will not be extended under any situation.  |

## **5. INSTRUCTIONS TO BIDDER**

### **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

#### **E -TENDER NO: KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

##### **5.0 PREFACE :**

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the SR. DY. MANAGER (RZ & Spl. RT.), I&CF on any working day before quoting for the tender.

##### **5.1 EARNEST MONEY :**

Earnest money and cost of tender paper are to be deposited by vendors as per Appendix-XX  
**"PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY"**

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

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) U.T.R No. :

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

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) U.T.R No. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

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

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

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -



I. Essential Document :-

- a) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- b) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2015-2016, 2016-2017, 2017-2018)**.

II. Non-Essential Document :-

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) A Declaration as per 'Annexure – IA' that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
  - i) GSTIN / Provisional GST registration certificate.
  - ii) Valid Trade Licence.
  - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment.
  - iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.
  - v) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- g) Details of the firm as per "BIDDER'S PROFILE" of the tender document.
- h) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

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

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

**5.3 OPENING OF BIDS :**

5.3.1 Only Techno Commercial Part as stated above will be opened on the date and time as fixed in the e-tender document on line.

5.3.2 Price Part of only those bidders who have deposited requisite Earnest Money and tender paper cost and also qualify techno commercial stipulation of the e-tender shall be opened.

**5.4 SECURITY DEPOSIT :**

5.4.1 For the successful Bidder, the Security Deposit shall be recovered from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

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

5.4.3 As an alternative to the deduction of Security Deposit from progressive bills, the Contractor, if he so desires, can submit to the Engineer, a Performance Bond as per Cl. 3.6 of General Conditions of Contract in the form of an irrevocable guarantee from Kolkata / Haldia Branch of any Nationalised Bank or Scheduled Bank of India in the proforma attached to the General Conditions of Contract and for a sum computed according to Cl. 3.4(g) of the General Conditions of Contract. The Bank Guarantee for the Performance Bond shall remain valid till 30 (thirty) days after completion of maintenance period specified

in the tender or any extension thereto as would be informed by the Engineer. On acceptance of Performance Bond, the Earnest Money deposit will be refunded to the successful bidder.

## **5.5 REFUND OF EARNEST MONEY :**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 7 [Seven] days after opening of Price bid of the e-Tender document.

## **5.6 VALIDITY OF OFFER :**

The e-tender shall remain valid for a period of 120 [One Hundred Twenty] Days from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

## **5.7 DETAILED SCRUTINY OF E-TENDERERS :**

5.7.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

5.7.2 During techno-Commercial Evaluation of tender, an offer shall be considered non-responsive in case :-

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender Bid Document Fee.
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

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

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

## **5.8 For Micro & Small Enterprises (MSEs):-**

- 5.8.1 Micro & Small Enterprises (MSEs) shall submit the relevant documents for availing themselves waiver of EMD and cost of tender documents.
- 5.8.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

## **5.9 EVALUATION CRITERIA :**

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

## **5.10 ACCEPTANCE OF TENDER :**

- 5.10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

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

5.10.4 Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification

#### **5.11 MISCELLANEOUS:**

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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## 6. SPECIAL CONDITIONS OF CONTRACT

### **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

**E -TENDER NO: KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

#### **6.0 PREFACE:**

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

#### **6.1 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

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

- Order letter.
- Bill of Quantities.
- Drawings.
- Particular Specifications of work.
- Special Conditions of Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties.

#### **6.2 SCOPE OF WORK:**

The work relates to the construction of one RCC frame structure with pile foundation substation near Jawahar Tower.

The work mainly consists of dismantling all sorts of masonry, concrete works (both RCC & PCC), structural steel works and stacking of serviceable materials, construction of cast-in-situ RCC piles, concreting works, brick masonry works, plastering and painting works, etc.

The scope of work also includes all other works as described in the attached "Bill Of quantities" and ancillary and appurtenant works as may be required hereafter for successful completion of the work in accordance with the Trustee's General Conditions Of Contract, attached Special Conditions Of Contract, Particular Specifications, Bill Of Quantities and in accordance with PWD (West Bengal's) Specifications for materials and workmanship.

#### **6.3 LOCATION:**

The work shall have to be executed at Jawahar Tower Campus, Haldia Township, Haldia Dock Complex, Haldia.

#### **6.4 ACCESS TO THE SITE:**

(a) By Road:

All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail:

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

#### **6.5 INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (RZ & Spl.R.T.), Haldia Dock Complex at his office at Cluster – V, P.O. Haldia, Dist.- Purba Medinipur, Pin. – 721607, Phone No.- (03224) 263389 for collecting information about the work and site before submission

of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, No compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

#### **6.6 SITE CONDITIONS & METHOD OF WORK :**

The work shall have to be executed at inside dock area, Haldia, H.D.C.

The sequence of work shall have to be programmed by the successful Bidder without hampering the existing operational activities in the surrounding areas. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

Proper care should be taken to provide adequate protection to the existing structures, cables (high voltage, telephone, computer etc.), underground pipes and ducts, water lines and all such installations against any damage at the Contractor's risk and expense. Any damage caused to the existing structures / facilities or defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

The working hours may have to be adjusted as the situation demands but no claim for idle labour on this account shall be entertained. The work may be carried out in Sunday(s) or Holiday(s) or beyond Normal working hour(s), if the situation so demands without any extra cost.

Further, if so required by the Engineer in the interests of Normal working of the Port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C.

#### **6.7 TIME OF COMPLETION**

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **10 (Ten) months** including preliminary time from the date of placement of work order.

#### **6.8 MAINTENANCE PERIOD:**

The Contractor shall maintain the completed works as per Clause 9.0 of the General Conditions of Contract for a period of 03 (Three) years from the date of completion as certified by the Engineer or his representative in Form G.C.1. [Other than exterior painting work for item no. 51 & 52 of BOQ & for waterproofing works for item no 53 of BOQ]

**For exterior paint & waterproofing Treatment:** The Contractor shall maintain the exterior paint & waterproofing for a period of **5 (Five) years** from the date of completion as certified by the Engineer or his representative in Form G.C.1.

**Security Deposit (S.D)** @ 10% of the value of the exterior paint & waterproofing work will be deducted from contractor's bill. **50%** of S.D may be released after satisfactory completion of **50%** maintenance period. Balance **50% S.D.** may be released after full maintenance period only.

#### **6.9 PARTICULARS OF EXISTING WORKS:**

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

#### **6.10 SAFETY MEASURES:**

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

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

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

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

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

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

The successful bidder shall also ensure that –

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

#### **6.11 HOLIDAY OR SUNDAY WORK:**

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

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

#### **6.12 POWER SUPPLY:**

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

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

#### **6.13 WATER:**

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

For supply of water by Trustees to the Contractor, an amount equivalent of **1% (one percent) of the gross bill value for cementitious items only** shall be progressively recovered from the running bill including final bill as applicable.

#### **6.14 KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside of operational buildings of HDC, the Contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

#### **6.15 CONSTRUCTION OF SITE OFFICE, STORE ETC.:**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent will be recovered from Contractor's bill at prevailing rates of HDC plus applicable GST. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to **three times** the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

#### **6.16 METHOD OF MEASUREMENT:**

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

#### **6.17 ON ACCOUNT PAYMENT:**

On account payment to the Contractor shall be arranged as and when required at the discretion of the Sr. Dy. Manager ( RZ & Spl. RT.), I & C F on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The

Bills should be submitted by the contractor in quadruplicate to the Sr. Dy. Manager (I&CF)'s Office with necessary documents in original.

Subject to the availability and feasibility of system, HDC may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch

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

#### **6.18.A. MATERIALS:**

All materials required for carrying out the work shall be procured by the contractor at his own cost. It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works including cement, reinforcement steel, aggregate for concrete and other materials required in accordance with the Bill of Quantities or for any extra/ additional work required as per the directions of the Engineer. The Engineer or his authorised representative shall have the power to approve or reject any material and work after inspection at any time and the contractor shall have to replace materials/ work not acceptable to the Engineer or his representative, in accordance with Cl No. 5.9 of the General Conditions of Contract.

The Employer shall issue, if required, essentiality certificate for cement, reinforcement steel on request from the contractor, based on contractor's estimates. However, the Employer will not assume any responsibility for any delay due to non-availability of these materials.

The contractor shall procure cement and steel only from manufacturers approved by the Engineer. The contractor will be allowed to take away surplus materials on completion of the work. The engineer will issue out pass on his satisfaction after verification of contractor's records of material entry, consumption in works and surplus materials. Materials to be supplied by the contractor shall be of approved quality and as per the attached specification.

Samples of materials must be got approved first before the bringing further quantity at site materials not herein fully specified and which will be offered for use in the works shall be subject to the approval of the Engineer. If the materials supplied by the Contractor do not conform to the specifications as stipulated/approved, the same will be rejected, and the Contractor must remove the materials from the site within 07 (seven) days of rejection without any compensation on that account.

#### **6.18.B. TESTING OF MATERIALS:**

The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost.

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

#### **6.19. LABOUR, TOOLS & PLANTS:**

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

#### **6.20. ESCALATION / VARIATION ON PRICES:**

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

#### **6.21.A. CONTRACT LABOUR LAWS:**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

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

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

The contractor has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service ) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act -1996 & Welfare Cess Rules 1998.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) , Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

#### **6.21. B. COMPLIANCE WITH E.P.F & M. P. ACT:**

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (I&CF).



### 6.21. C. INDEMNIFICATION:

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

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

### 6.22 FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire , flood , cyclone , hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may be provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

### 6.23 DOCK PERMIT :

Dock permits which may be necessary for any purpose related to the work shall be issued **against payment at the prevailing rate of HDC.**

### 6.24 TAXES :

The quoted rates should include all other Taxes excluding GST. GST as applicable shall be paid extra against proper invoice submitted by the successful contractor.

The contractor will be required to submit GST compliant invoice with all required details and also to be required to file timely and proper return so as to enable KoPT to get due input credit against GST paid of.

In case of any failure on the above account, GST amount even if paid by KoPT shall be recoverable from the contractor, along with applicable interest if any.

#### **6.25 INTIGRITY PACT :**

The successful bidder must submit the Integrity Pact as per attached General Condition of Contract.

#### **6.26 PROVISIONS FOR SITE STAFF OF ENGINEER :**

After the issue of Engineer's notice to commence, the contractor shall as soon as possible make available of the following facilities for the staff of the Engineer at the Site of Work, all in accordance with the approval of the Engineer or his Representative and the Contract Price shall be deemed to be inclusive of the provision for all these facilities.

- (a) Office Facilities :- Throughout the period of Contract, office accommodation at site for two rooms with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative and his staff. The room shall be provided and maintained with suitable furniture, peon facility as directed by the Engineer. An independent toilet facility shall have to be provided solely for the use of the client.
- (b) Equipment Facilities: - Provide and maintain all necessary equipments in working condition for use of Engineer's staff such survey, testing of materials and any other instruments, equipment and apparatus as they may require for carrying out the contractual obligations.
- (c) Transport facilities :- Shall make available, maintain and operate one good 4 wheeler vehicle (Jeep/Maruti/Ambassador etc.) having a minimum sitting capacity for 4 persons with driver, fuel, etc for the use of the Engineer or his representative for survey, testing, inspection, measurement etc related to the work on working days from 8:00 A.M to 10:00 P.M during currency of contract. The vehicle shall not be more than 3 [Three] years old. Any failure in supply / sudden withdrawal / stoppage will attract deduction from bills @ HDC's similar operating transport contract. In case of exigency and work during night hours, the car shall be made available for the entire night. The supply of vehicle shall start on 15 th day from the date of work order and shall finish on the date of completion of work including extension of date of completion, if any

#### **6.27 SETTLEMENT OF DISPUTES:**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and THE ARBITRATION AND CONCILITATION (AMENDMENT) ACT, 2015 and any statutory amendment thereof.

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## **PARTICULAR SPECIFICATIONS**

### **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

#### **1. GENERAL:**

Provided where any provision of the specification is contrary to a provision of the Bill of Quantities unless a different intention appears, provision of the Bill of quantities shall be deemed to override the provision of the specification unless other wise directed by the Engineer and shall prevail to the extent of such contradiction

The materials supplied and the workmanship shall satisfy the Specifications herein below or in the absence of the same, as given in the Govt of West Bengal PWD Schedule Of Rates [Buildings & Roads] (For the latest year alongwith addendum / corrigendum / erratum etc. as effective up to the date one month prior to the date of submission of tender) & CE's Schedule of Rates as applicable and the job specifications contained in the Bill Of quantities of the tender. In absence of the above, relevant Indian Standards (as revised or modified up to the date one month prior to the Tender Date unless otherwise specifically mentioned in the Tender Documents) shall be referred to.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

In case of specialised items of work, specifications for which are not available in the documents listed above, the manufacturer's instructions / manuals shall be followed.

Samples of materials to be supplied and used by the Contractor in the works shall be subject to the prior approval of the Engineer. For this purpose, the contractor shall furnish in advance, representative samples in quantities and in the manner as directed by the Engineer for his approval.

If the Engineer is of the opinion that the materials are not suitable for use on the works; he may reject the consignment, notwithstanding the Manufacturer's certificates (if applicable for such material). The Engineer's decision regarding the suitability of materials brought to site for use in the works shall be final and binding on the contractor, who shall remove the rejected materials from site and replace them with materials of required quality.

In spite of approval of the Engineer of any material brought to the site, he may subsequently reject the same if in his opinion the materials has since deteriorated due to long or defective storage or for any reason whatsoever and is thereby considered unfit for use in the permanent works. Any material thus rejected shall be immediately removed from the site at contractor's cost and expense.

All materials bought to the site shall be properly stored and preserved to ensure their quality and fitness during the course of their use in work. If the storage arrangements are not to the Engineer's satisfaction, he may direct the contractor for arranging proper storage and in case the contractor fails to carry out such instructions properly, the Engineer will reserve the right to make proper arrangements departmentally or through other agencies at the contractor's cost. The materials shall be stored in adequate quantities well in advance to meet the construction schedule and shall be guarded in the manner directed by the Engineer and to his satisfaction.

#### **2. EARTH WORK :**

##### **2.1. INITIAL MEASUREMENTS AND JOINT RECORDS:**

Before commencement of excavation or filling, the Contractor shall take initial measurements and spot levels at intervals as ordered by the Engineer and after verification by the Engineer these shall be signed by the Contractor and serve as the initial record for earth work measurement.

## **2.2 EXCAVATION**

### **2.2.1 SCOPE OF EXCAVATION WORK:**

Excavation for construction of pavement, trench, drains etc. or other work shall consist of removal of vegetation over the area, cutting, removal and satisfactory disposal of all materials as necessary for the construction of the facilities or other purposes, in accordance with the requirements of these specifications to lines, grades and cross-sections shown in the drawings or as indicated by the Engineer. The work shall also include the hauling and stacking of suitable cut materials as directed, as also the disposal of unsuitable cut materials in specified manner, and trimming and finishing of the excavation to the specified dimensions or as directed by the Engineer.

For purposes of excavation work under this contract, there shall be no classification of soils.

### **2.2.2 CUTTING GENERAL:**

All excavations shall be carried out in conformity with the directions laid herein under and in a manner approved by the Engineer.

While planning or executing excavations, the Contractor shall take adequate precautions against collapse of sides, soil erosion, water pollution etc.

All vegetation over the area shall be removed prior to commencement of excavation and disposed at locations approved by the Engineer.

The excavations shall conform to the grades, side slopes and levels shown on the drawings or directed by the Engineer. The Contractor shall not excavate outside the slopes or below the formation level or loosen any material outside or below the limits of excavation.

Foundation pits shall not be excavated to the full depth unless construction is imminent; the last 150 mm of the depth of excavation shall not be removed until just before concreting.

If the bottom of any excavation has been left exposed and in the opinion of the Engineer, has become badly affected by the atmosphere or by water, the contractor shall remove such portions of the deteriorated foundation material as directed by the Engineer and shall make good with lean concrete and/or sand, all at his own cost and expense.

Any excess depth excavated below the specified levels shall be made good with silver sand or lean concrete at the cost of the contractor as per the directions of the Engineer.

### **2.2.3 ADJACENT STRUCTURES :**

Where the excavation is to be carried out below the foundation level of adjacent structures, the contractor shall take precautions such as underpinning, shoring or strutting as directed by the Engineer, before proceeding with the excavation. The cost of such measures shall be borne by the contractor.

### **2.2.4 STRUTTING AND SHORING :**

Any shoring, strutting and planking, close or open required for the execution of the work shall be done as per requirement.

### **2.2.5 METHODS ,TOOLS AND EQUIPMENT :**

Only such methods, tools and equipment as approved by the Engineer, shall be used in the work.

### **2.2.6 DISPOSAL OF EXCAVATED MATERIALS :**

All the excavated materials shall be the property of the Employer and shall be handled as directed by the Engineer. If any thing such as fossils, ancient coins etc. are found while excavating the earth that shall have to be handed over to the employer immediately and shall be the property of the employer.

Unsuitable and surplus materials not intended for use in any filling or otherwise shall be disposed off as directed by the Engineer.

### **2.2.7 CONSTRUCTION OPERATIONS:**

2.2.7.1. Setting out:- After the site has been cleared, the limits of excavation shall be set out true to lines, curves, slopes, grades and sections, as shown in the sketches or as directed by the Engineer's Representative.

The contractor shall provide surveyor, all labour, survey instruments and materials such as strings, pegs, nails, bamboos, stones, lime, mortar, concrete etc. required in connection with the setting out of works and establishment of bench marks. The contractor shall be responsible for the maintenance of bench marks and other marks and stakes as long as they required for the work in the opinion of the Engineer's Representative.

**2.2.7.2. Excavation:-** All excavations shall be carried out in conformity with the directions laid herein under and in a manner approved by the Engineer's Representative. The work shall be so planned that the suitable materials available from excavation are satisfactorily utilised as directed upon beforehand.

The excavation shall conform to the lines, grades, side slopes and levels shown on the drawings or directed by the Engineer's Representative. The Contractor shall not excavate outside the slopes or below the established grades or loosen any material outside the limits of excavation. Subject to the permitted tolerances, any excess depth excavated below the specified levels on the roadway shall be made good at the cost of the contractor with silver sand or lean concrete and compacted.

All debris and loose materials on the slopes of cutting shall be removed. No back filling shall be allowed to obtain required slopes excepting that when boulders or soft materials are encountered in cut slopes these shall be excavated to approved depth on instructions of the Engineer's Representative and the resulting cavities filled with silver sand or lean concrete, as per direction of the Engineer and at the cost of the contractor.

#### **2.2.7.4 Slides :**

If slides occur in cuttings during the process of construction, they shall be removed at the cost of the contractor as ordered by the Engineer.

#### **2.2.7.5 Dewatering:**

If water is met with in the excavated trenches due to springs, seepage, rain or other causes, it shall be removed by suitable diversions, pumping or bailing out and the excavation pit kept dry whenever so required or directed by the Engineer at the cost of the contractor. Care shall be taken to discharge the drained water as not to cause damage to the works, crops or any other property.

However if conditions met are such that conventional methods of dewatering are not adequate and well point or other such methods are necessary, the contractor shall submit details thereof for consideration and approval by the Engineer.

#### **2.2.7.6 Compacting original ground:**

In all cases, the original ground shall be consolidated by rolling, as directed by the Engineer's Representative, but with a minimum of ten passes of vibro roller of suitable capacity.

Where so directed by the Engineer's Representative, any unsuitable materials occurring in foundation shall be removed and replaced by approved materials suitably consolidated.

Payment for earthwork in excavation shall be made in Cu.Mtr based on the measurement of the volume of the pit or trench with working space as per IS: 1200 and side slopes of stepping as permitted by the Engineer.

### **2.3 SAND FILLING:-**

The materials for filling shall be brown sand conforming to Zone-III of IS 383, as detailed in the Bill of Quantities.

The materials shall be spread uniformly on the prepared sub-grade with the help of a Pay loader, drag spreader, motor grader or other approved means as permitted by the Engineer's Representative. The thickness of loose layers shall be so regulated that the maximum thickness of the layer after consolidation does not exceed 150 mm.

Thereafter, the area shall be flooded with water, allowed to stay for some time for sand to settle to its maximum natural dense state and then the water slowly allowed to drain out without any ruts or piping. Sand shall be consolidated by mechanical Vibro-roller of L&T / Ingersoll-Rand or any other approved make of suitable capacity.

The surface of any layer of material on completion of compaction shall be well closed, free from movement under equipment and from consolidation planes, ridges, cracks of loose material. All loose segregated or otherwise defective area shall be made good to the full thickness of layer and re-compacted.

The effectiveness of consolidation shall be tested with respect to Relative Density measured by Sand Replacement Method using procedures laid down in relevant IS codes.

**3.0 COARSE AGGREGATE:** Stone aggregates required for works or aggregate for cement concrete (Plain or reinforced) shall be hard, of uniform and fine texture, free from faults or planes of weakness and free from weathered faces. These must also be free from loam, clay, free from organic matter or other impurities. The materials shall be stacked at roadside lands or other lands (as directed by the Engineer's Representative) in specified heights without causing inconvenience to traffic and in such a way as to afford maximum facilities of work. Aggregates for Cement concrete work should conform to IS: 383. Physical requirements and grading of aggregates for pavement courses shall be as specified for particular type of work and as described in P.W.D. (Roads) and the job specifications contained in the Bill of Quantities of the tender. Only stones as is available from quarries in Pakur areas will be normally used.

All coarse aggregate for concrete works must be well graded. These shall be screened for removal of dust and if so necessary in the opinion of the Engineer's Representative, shall be washed at the cost and expense of the contractor.

**4.0 FINE AGGREGATE (SAND):-** All sand shall be clean, sharp and free from clay, loam, organic or any other foreign matter and shall be obtained from the approved source. The contractor shall get the sample of sand to be used in different kinds of work approved by the Engineer before using the same in work. Sand that in the opinion of the Engineer is dirty must be washed to his satisfaction at the cost and expenses of the contractor. Sand for cement concrete work must be Zone-II sand. The sand shall pass through a mesh, 4.75 mm square measured in the clear. Sand shall not be used for concrete works if it contains more than 10% of fine grains passing through a 76 mesh sieve as used for cement test, nor should the fineness modulus be less than 2.00 unless specific permission is obtained from the Engineer's Representative, (ii) Medium sand may be used for cement mortar for masonry plaster etc. (iii) Sand filling in bed shall be done with Zone-III brown sand or as specified in the Bill of Quantities. The gradation of sand as per IS-383 is given below:-

| IS<br>DESIGNATION | SIEVE | PERCENTAGE<br>PASSING<br>FOR<br>ZONE-I | PERCENTAGE<br>PASSING<br>FOR<br>ZONE-II | PERCENTAGE<br>PASSING<br>FOR<br>ZONE-III | PERCENTAGE<br>PASSING<br>FOR<br>ZONE-IV |
|-------------------|-------|--|---|--|---|
| 10 mm             |       | 100                                    | 100                                     | 100                                      | 100                                     |
| 4.75 mm           |       | 90-100                                 | 90-100                                  | 90-100                                   | 95-100                                  |
| 2.36 mm           |       | 60-95                                  | 75-100                                  | 85-100                                   | 95-100                                  |
| 1.18 mm           |       | 30-70                                  | 55-90                                   | 75-100                                   | 90-100                                  |
| 600 micron        |       | 15-34                                  | 35-59                                   | 60-79                                    | 80-100                                  |
| 300 micron        |       | 5-20                                   | 8-30                                    | 12-40                                    | 15-50                                   |
| 150 micron        |       | 0-10                                   | 0-10                                    | 0-10                                     | 0-15                                    |

## 5.0 CEMENT CONCRETE WORKS:

**5.1 Standards :** All concreting work shall be done to IS:456 -2000 – Code of Practice for Plain and Reinforced Concrete and other standards mentioned therein, unless otherwise specified or directed by the Engineer.

### 5.2 CEMENT:

Unless specifically mentioned otherwise the cement to be used in the Works shall be PPC/PSC of Grade 33 conforming to IS:455 /IS:1489 or grades approved by the Engineer. The source of supply shall be subject to prior approval of the Engineer. The Contractor shall endeavour to get approval of at least two makes / sources, so as to have an alternative make / source in hand in case of disruption in supply from the other make / source.

Once the quality and make of cement to be used in the Works is approved the Contractor shall endeavour to obtain further supplies from the same source and make. The Contractor should be prepared to furnish Manufacturer's test certificate as and when required to do so by the Engineer.

For each delivery of cement to the Site the Contractor shall forward to the Engineer a certificate to the effect that such cement was tested and analysed at the Factory and the results of such tests and analysis meet the specifications stipulated in the relevant Indian Standards. The supplier shall also furnish the date of manufacture of the lot from which the contractor has drawn the consignment.

Notwithstanding the provisions of certificate as stated above, each consignment of cement may after delivery on site and at the discretion of the Engineer be subjected to part or whole of the tests and analyses required by relevant IS Codes. Cost of all such tests shall be borne by the Contractor. No cement shall be used in the works until the Engineer has accepted it as satisfactory.

Storage space shall be adequate to store the required quantity of cement to suit the concreting program for the entire work as well as to permit proper storage.

Cement shall be stored in a proper manner in suitable dry and waterproof sheds to prevent damage from weather or improper storage. Where cement in bags are stacked, the stacking shall be at least 10 to 20 cms above the floor with at least a space of 60 cms kept all round between exterior walls and the stacks. The height of the stacks shall not be more than 10 bags. Further safeguards shall be undertaken in monsoon such as covering the stacks with polythene sheets.

The cement storage at site shall be at Contractor's expense and risk. Damage, if any, occurring to cement due to faulty storage, shall be the liability of the Contractor.

Any consignment or part of a consignment of cement which has deteriorated in any way or which does not otherwise comply with the specifications shall not be used in the Works and shall be removed from the Site by the Contractor at no extra cost to the Employer.

Storage of cement shall be such as to permit easy identification of the different consignments stored. Records must be maintained by the Contractor showing the date-wise receipts with consignment numbers, amounts used and the balance.

Removal of cement from storage sheds for use in the Works shall be on "First in, First out" basis.

### **5.3 WATER:**

Water used for mortars, grout, concrete, curing and for other purposes on the Works, shall be clean and free from deleterious materials such as acids, alkalis, salts, vegetable or organic matters in injurious quantities. Potable water, in general, shall be used. The water shall satisfy the requirements laid down in IS: 456-2000. The Contractor shall arrange to have the water he proposes to use in the Works, tested at approved laboratories at his own cost. The Engineer may at any time refuse to permit the use of water, which contains sugar, or excess of alkali, acid or salt as shown by tests. River/Dock Basin water shall not, for any reason whatsoever, be permitted to be used in the work.

### **5.4 SHUTTERING / FORMWORK:**

Shuttering must be steel or ply board shuttering true to line as approved by the Engineer. Surface in contact with concrete are to be smooth except where otherwise stated. Joints of the shuttering are to be such as to prevent the loss of liquid from the concrete. In timber shuttering, joints shall therefore, be either tongued or grooved or the joints must be perfectly closed and lined with craft paper or other types of approved materials.

All shuttering and framing must adequately be stayed and braced to the satisfaction of the Engineer for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock or vibration to the concrete.

Before the concrete is placed, the shuttering shall, if considered necessary, be coated with an approved lubricant for preventing the adhesion of the concrete to the moulds and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Care shall also be taken that such approved preparation shall be kept out of contact with reinforcement.

All formwork shall be removed without shock or vibration before the formwork is stripped, the concrete surface shall be exposed where necessary in order to ascertain that the concrete has hardened sufficiently. Before stripping the shuttering of structural members, the contractor shall take prior permission of the Engineer or his representative

Re-Use Of Forms :- Forms shall be surface cleaned of all adhering mortar, concrete and other foreign matter, all damages due to previous use repaired to restore the original condition, cracks and gaps closed to prevent loss of mortar, surface restored and treated with permitted composition. Forms, which in the opinion of the Engineer, are not in a condition to be re-used, shall be removed from the site forthwith.

### **5.5 GRADE & TYPE OF CONCRETE MIX :-**

The grades of concrete shall be as specified in the Bill of Quantities.



### **5.6 BATCHING & MIXING: -**

Unless specified otherwise in these specifications, for 1:3:6, 1:2:4 and 1:1.5:3 nominal mix concrete (by volume), tilting type stationary mixers with hoppers, pan mixers, truck mixers or digital weigh batcher of approved make, design and capacity may be used. Cement Concrete in nominal mix proportion 1:1.5:3 means M-20 grade of concrete, proportion 1:2:4 means M-15 grade of concrete & proportion 1:3:6 means M-10 grade of concrete. The mixing equipment shall be capable of combining the aggregates, cement and water into a thoroughly mixed and uniform mass within the specified time and of discharging the mixture without segregation. The mixers shall be maintained in a satisfactory operating condition and mixer drums kept free of hardened concrete. Mixers shall be properly cleaned before and after every mixing operation.

Mixer blades shall be replaced when worn down more than ten percent (10%) of their depth. Use of mixers which do not function satisfactorily and have leaking drums or other defects shall be discontinued and they shall be repaired or replaced to the Engineer's satisfaction.

Batching and mixing for the M35 grade of concrete shall be done in a controlled manner at a suitable place by weight mixing mixer machines. Design mix of M35 concrete shall have to be certified by renowned institute as approved by the Engineer.

Ready-mixed concrete supplied from mechanised Batching Plants and transported to the site of work by Transit Mixers may be used with due approval of the Engineer. Batching plant if used shall conform to IS: 4925:2004 and pan mixers used shall conform to IS-12119:1987.

The type and capacity of the plant shall be got approved by the Engineer before commencement of the work. The weighing balances shall be calibrated. All measuring equipments should be maintained in a clean serviceable condition, and their accuracy periodically checked.

Except where expressed otherwise by the Engineer, batching and mixing shall be followed as per relevant Clauses of

IS 456-2000.

### **5.7 MIXING TIME:**

Mixing shall be continued until there is a uniform distribution of the materials and the mass is uniform in colour and consistency. There shall be no segregation while or after unloading the mix. The mixing time shall be about 1.5 to 2 minutes or as decided by the Engineer.

Each batch shall be discharged before charging the next batch. Mixing periods shall be measured from the time when all of the solid materials are in the mixer drum, provided that all of the mixing mortar shall be introduced before a quarter of the mixing time has elapsed.

### **5.8 CONCRETING DURING RAINS:**

To prevent damage to freshly laid concrete during rains, the contractor shall provide an adequate supply of tarpaulins or other waterproof covering material. The contractor may require to use make-shift tent like structures with water proof claddings to carry out the work during light drizzles/mild shower, if directed by the Engineer. Any concrete damaged by rain shall be removed and replaced by the contractor at his own cost as directed by the Engineer.

### **5.9 PROTECTION & CURING:**

The contractor shall adequately protect freshly laid concrete after its laying. Curing of concrete shall be carried out in accordance with IS: 456-2000. All equipments and materials required for curing shall be available and ready for use before concrete is placed.

### **5.10 SAMPLING & STRENGTH OF CONCRETE MIX :-**

Samples from fresh concrete shall be taken as per IS 1199 and cubes shall be made, cured & tested at 28 days in accordance with IS 516. In this regard all provisions of IS 456-2000 shall apply.

### **5.11 PAYMENT :**

Payment for Plain / Reinforced Cement Concrete cast in situ or Pre-cast shall be made on the basis of volume in cubic meters of the actual finished concrete done or as per approved drawings for the work, whichever is less and the payment shall be inclusive of all labour, materials, machinery hire, transportation, all leads, lifts and descents, cost of leaving pockets, making channels or grooves as necessary, supply and application of cement slurry, all cost for testing of constituents as well as concrete, compacting, surface finish, cleaning, attendance during concreting, curing, protecting etc. and all other works of every description connected with any or all

aspects of concreting excepting reinforcement shuttering which will be paid for separately. For pre-cast members the rate shall also include cost of carriage from casting yard and placing / hoisting in position.

## 6.0 SHORING:

(i) For loose earth and when the depth of excavation exceeds 3 metres, poling boards (vertical members) of 50 to 75 mm. in thickness and 175 to 225 mm. in width preferably of Sal-wood to be placed close together and to be driven about 300 mm. in ground below the bottom of the trench with intermediate salbullah piling of diameter not less than 100 mm. at the rate of 900 to 1000 mm. centre to centre to be placed in between the vertical surface of trench and the poling boards and double struts of sal-bullah of not less than 100 mm. in diameter between two wallings (horizontal member) of 250 mm. in width and 75 mm. in thickness held horizontally between them.

(ii) For medium clay and when the depth of excavation exceeds 2 metres but not exceeds 3 metres single struts will be provided and sal-bullah pilling may not be placed. Other requirements are to be satisfied as (i) above.

(iii) For stiff clay or dry clay and when the excavation is within 2 metres, vertical poling boards will be placed at the rate of 600 to 1000 mm. apart with or without walling pieces; but single or double strutting will be provided. Other requirements are to be satisfied as per (i) above.

## 7.0 PROVIDING & LAYING PRE-CAST CONCRETE PAVING BLOCK PAVEMENT:-

7.1 Scope Of Work :- The scope of work includes providing from source as approved by the Engineer / manufacturing by approved means machine made pre-cast concrete paving blocks, laying true to line, level, slope and camber for repairing roads/hardstands as per provisions of the specifications detailed herein below and as directed by the Engineer.

### 7.2 Parameters For Concrete Paving Blocks:-

| Parameter  | Value   | Reference Test Procedure and Sampling Frequency & Tolerance |
|--|---|---|
| Width  | 100 mm  | As per IS 15658: 2006 with Amendment nos 1&2                |
| Length   | 200 mm  | -do-  |
| Thickness  | 100 mm  | -do-  |
| Arris/Chamfer  | 5 to 7 mm   | -do-  |
| Squareness   |   | -do-  |
| Water Absorption                                       | Average of 3 units shall not be more than 6% by mass.<br>In individual samples, water absorption shall not be more than 7%. | -do-  |
| Minimum Average Compressive Strength                   | 54.5 Mpa (N/Sq.mm)  | -do-  |
| Minimum Compressive Strength of Individual paver block | 42.5 Mpa(N/Sq.mm)   | -do-  |
| Flexural Strength/ Breaking Load                       | 7 KN (Minimum)  | -do-  |

7.3 Cement: - Cement used in the manufacture of concrete paving blocks shall comply with the requirements relevant Indian Standards and the cement shall be ISI marked. The supplier or the contractor shall do testing of cement, if directed by the Engineer.

7.4 Aggregates:- As per relevant IS Codes.

7.5 Water: - The water shall be clean and free from any deleterious material. It shall meet the requirements as stipulated in IS456-2000 as well as IS 15658: 2006.

7.6 Manufacture Of Paving Blocks: - All paver blocks shall be machine made. Handmade paving blocks shall not be accepted. The blocks shall be obtained from source as approved by Sr. Dy. Manager (I&CF). If approved by the Engineer, the contractor will be allowed to manufacture paving blocks at site using approved machineries and methods till such time the approval is not withdrawn.

### 7.7 Technical Specifications For Laying Concrete Paving Blocks:-

(i) Base: - The Finished surface of the base shall match the design profile of the concrete blocks within  $\pm 10$  mm.

(ii) Sand Bedding: - Paving blocks shall be placed on a bed of 50 mm compacted thickness of Zone – III brown sand, obtained either from a single source or blended to achieve grading as approved by Engineer.

Single sized, gap-graded sands or those containing an excessive amount of fines will not be used. The sand particles should preferably be angular type. Preferably, the sand shall be slightly moist.

(iii) Laying the Paving Unit: - Wherever possible, laying shall commence adjacent to or against an edge and proceed towards inner side. The first few square meters should be carefully placed and checked to ensure that large gaps between paving units do not occur. Close checking of paving unit alignment at this stage will assist subsequent paving. The laying pattern and face should be established to permit first easy laying such that it is never necessary to force a paving unit between units already placed. The blocks will be placed to different bonds or patterns. e.g.:- Stretcher or running bond, Herringbone bond and basket weave or parquet bond etc.

To commence, only full units should be used, cutting and infilling at edges should follow. Laying shall proceed in one direction only, along the entire width of the area to be paved. On a sloping site, laying shall start from the lowest point and proceed uphill on a continuous basis, to avoid downhill creep in incomplete areas. Paving units must be lightly butted. Units, which are butted, may be subject to spalling and even fracture and will result in loss of uniformity in the laying pattern. Nominal joint widths of 4 mm (maximum 5 mm) will be maintained using the normal practice of holding a paving unit lightly against the face of an adjacent unit and allowing it to slide into position. Cutting paving units for infilling against edge restraint etc. should be deferred until sufficient work has been completed to allow a reasonably continuous operation. Hydraulic splitter or mechanical guillotine block cutters or power saws shall be used for this purpose. Generally use of cut units less than about 25% of a full unit is prohibited. Where space does not permit the use of a larger segment, premixed concrete as directed by the Engineer shall be used.

(iv) Compaction:- For compaction of the bedding sand and the blocks laid over it, vibratory plate compactors shall be used over the laid paving units and at least two passes of the vibratory plate compactor are needed. Such vibratory compaction shall be continued till the top of each paving block is level with its adjacent blocks. It will not be allowed to leave compaction till end of the day, as some blocks may move under construction load. There should be minimal delay in compaction after laying of the paving blocks to achieve uniformity of compaction and retention of the pattern of laying. However, compaction shall not proceed closer than 1mtr from the laying face, except after completion of the pavement.

Good compactors, having larger plate area shall be used for compaction. Vibratory plate compactors, shall be used for compaction of bedding sand and joint filling.

(v) Filling The Joints: - Following completion of the bedding compaction, the joints between paving units shall be completely filled with Zone-III brown sand obtained either from a single source or blended to achieve grading as approved by Engineer.

The content of fines (silt and / or clay) shall be restricted to 10 %. If directed, the joint filling sand shall be washed to overcome the problem of efflorescence on the surface of paving block layer.

Both the sand and the paving units should be as dry as possible when sand is spread. Due to the narrowness of the joints, damp sand may bridge across them, and resist compaction.

The sand should be broomed or spread over the surface with a small surcharge and a rate to keep up with the paving. However, where appearance is a major consideration any sand surcharge may need to be swept clear prior to using the plate compactor. If the weather does not allow sand and blocks to be dry, the joint filling sand shall

be washed in by light sprinkling of water. Sufficient passes of the plate compactor are required to vibrate the sand down into the joints and to completely fill them. There should be minimum delay in joint filling; the process shall in any case be completed by the end of the day's work.

Once the entire pavement has been laid, final compaction shall be achieved by not less than ten passes of a heavy roller. Pavements which deform by more than 8 mm over a 3 Mtr section during final compaction shall be taken out and reconstructed to the satisfaction of the Engineer.

(vi) Opening to Traffic: -As soon as the joint-filling operations have been completed the pavement can normally be opened to service load. However, until the joints have been filled, movement over the pavement should be restricted to man or vehicles involved in construction the pavement. The block pavement shall be inspected frequently to ensure that any incomplete filled joints, exposed by traffic / and / or weather are promptly filled. Such frequent inspection shall be continued till dust and detritus from the pavement tightens the surface of the joints.

7.8 Measurement: - The measurement shall be done on the area covered in square meter correct up to two decimal places. The rate shall be inclusive supply of precast paving blocks as specified, preparation and providing 50 mm compacted Zone-III sand cushion as levelling course, laying and compacting paving blocks, providing

sand for joint and joint filling, sampling and testing all as per specification and as directed by Engineer. The solid concrete guard walls / edge restraint beams, if any, shall be measured in cubic meter and be payable separately.

## **8.0 REINFORCEMENT**

Unless specifically mentioned otherwise the reinforcement to be used in the works shall conform to IS:1786:2008. All the testing procedures & frequency of testing shall be as per latest revision of relevant IS codes.

## **9.0 PAYMENT**

Payment for reinforcement used in the cement concrete shall be made on the basis of weight in metric tonne, actual use in the finished work considering Lap Length.

## **10.0 PILE FOUNDATION**

### **General**

This work shall consist of providing RCC bored Cast-In-Situ piles for the proposed additional structure in accordance with the details shown on the drawings and to the requirements of the specifications.

The length of boring and volume of concrete, reinforcement and liner plate quantities of piles mentioned in the schedule of quantities in this contract is based on required vertical and lateral load taking capacities of piles and the basic length of pile and its diameter is shown in the drawings. The final length shall be decided by the Engineer on the basis of the actual boring data observed on site for individual piles.

### **10.1 SPECIFICATIONS**

The execution of pile foundation shall conform to IS-2911 (Part I to IV) with latest amendments.

The specifications for safe allowable load, test load, total settlement, total deformations, net settlements, would be as per relevant provisions of Bored – Cast – In Situ piles as per relevant provisions of IS-2911 (latest revision).

### **10.2 FOUNDATION OF PILES**

The founding levels of piles have been tentatively shown on the drawings. However, depending on the actual conditions met at site during pile boring operations, the Engineer will decide the exact founding levels, which shall be final and binding on the Contractor.

### **10.3 BORING**

The ground level shall be taken at the location of each pile before commencement of boring operations.

Boring may be done by either rotary or percussion equipment using reverse or direct mud circulation method. In case of unstable soils, the boring tools used should be such that suction efforts are minimized. Stabilization of the sides of the borehole shall be done by the use of bentonite slurry or casing. The size of cutting tool shall not be less than the diameter of the pile by more than 75 mm removal of obstruction, of any, met with during pile driving or boring shall also be done by the contractor. No extra payment will be made for this work.

**The spoils arising out of boring shall be disposed off as directed by the Engineer within the quoted rates.**

### **10.4 DRILLING MUD**

Use of drilling mud (Bentonite) in stabilizing the sides of the boreholes is permitted wherever necessary. The properties of drilling mud shall comply with those given in Appendix "A" of IS:2911 Part I / Sec. 2). The Bentonite suspension used for piling work shall satisfy the following requirements.

- a) The liquid limit of Bentonite when tested in accordance with IS:2720 (Part V) shall be more than 300 percent and less than 450 percent.
- b) The sand content of the Bentonite powder shall not be greater than (7) seven percent.

Note: The purpose of limiting the sand content is mainly to reduce the wear and tear of the pumping equipment.

- c) Bentonite solution should be made by mixing it with fresh water using pump for circulation. The density of the Bentonite solution should be about 1.12.
- d) The Marsh viscosity when tested by Marsh cone should be about 37 seconds.
- e) The swelling index as measured by the swelled volume after 12 hours in abundant quantity of water shall be at least 2 times its dry volume.
- f) The PH value of Bentonite suspension shall be less than 11.5.

The contractor will not be entitled to any extra payment on account of the use of Bentonite for piling.

Drilling mud shall be kept at least for a height of one meter above subsoil water and the hole shall be always kept almost full with fluid, which should preferably be kept in motion. The density and composition of the fluid shall be such as to suit the requirements of the ground condition and to maintain the fine materials from the boring in suspension. A five percent bentonite suspension would be generally suitable.

#### **10.5.A CLEANING OF BOREHOLE BOTTOM**

The Bottom of the hole shall be cleaned very carefully before concreting work is taken up. The cleaning of the hole shall be ensured by careful operation either by flushing with the fresh drilling mud through the bottom of the hole or by airlifting process. To lift the spoil at founding level before concreting, borehole shall be agitated by jetting with fresh drilling mud with relatively higher pressure than that used during boring or air through tremie pipe. While boring by use of drilling mud the specific gravity of the mud suspension in the vicinity of the bottom of borehole shall be determined at suitable intervals and recorded consistency of the drilling mud. Suspension shall be controlled throughout the boring as well as concreting operation in order to keep the hole stabilized as well as to avoid suspension of the mud.

#### **10.5.B DISPOSAL OF BENTONITE & MUD**

The work is to be executed in a very busy operational area of Haldia Dock Complex and as such there is no scope of disposing bentonite slurry and spoils obtained from boring on site. Bentonite slurry, spoils obtained from boring shall be accumulated in leak proof tanks of suitable capacity on site, creating least inconvenience to the operational traffic and ensuring no spillage, and the slurry / spoils shall be disposed off in required intervals by tankers / trucks / dumpers or by any other suitable means as approved by the Engineer. The bidder shall note this prior to his planning of works and include for all such provisions in the rate of boring and no claim for additional payment in this regard shall be entertained afterwards.

#### **10.6 CASING**

In case of boring with casing, the casing shall be used from the working ground level. The casing shall be of sufficient thickness and strength to hold its original bore and show no harmful distortion.

Where the soil is loose and liable to flow, the bottom of the casing shall be kept enough in advance of the boring tool to prevent the entry of the soil into the casing, thus preventing the formation of cavities and settlements in the adjoining ground.

The water level in the tube shall be maintained at this natural ground water level till the tube is sealed so that no boiling of the bottom of the hole occurs due to difference in hydrostatic head.

#### **10.7 CONCRETING**

**The pile shall be RCC bored cast in situ type with concrete of grade M-35.**

The quantity of concrete required for the depth of the particular pile shall be calculated on the spot and checked with the actual quantity of concrete used. The quantity of concrete used in each pile should also be recorded and signed by the contractor and the Engineer's representative, and this record will form the basis for calculation of the cement actually used. The concrete will be machine mixed and weigh batched.

The minimum cement content should be 400 kg / Cu.Mtr of concrete. Under water concreting shall be done as per para 14.2 of IS 456-2000. Concrete is to be placed in the pile only by tremie method ensuring that tip of the

tremie is at least 500 mm below the top of concrete at any time. The top of concrete in the pile shall be brought above the cut-off level to permit removal of all laitance and weak concrete before capping and to ensure good concrete of the specified grade at the cut-off level for proper embedment into the superstructure elements. The cement required for providing overflow concrete or scum concrete beyond cut-off level will be decided by the Engineer.

Concreting of boreholes shall start as soon as possible after its completion and in any case should not be longer than four hours. If concreting in a borehole is delayed more than two hours, it shall be cleaned thoroughly as directed by the Engineer before placing concrete. Concreting under water shall be done in one operation, it shall, however, be ensured that concrete entering the tremie pipe does not get mixed up with the slurry.

## **10.8 SEQUENCE OF PILING**

During installation of piles, the sequence of construction shall be as directed by the Engineer.

Since the piling is to be done alongside the existing structure and in a busy operational area, the successful bidder shall adopt all possible measures to avoid any disruption to the operational activities in the area and care shall be taken to avoid any damage to existing structures, cables, pipelines, installations, etc.

## **10.9 CHIPPING OF PILEHEAD**

Manual chipping shall be permitted after three days of pile casting. Pneumatic chipping shall not be started before 7 days.

## **10.10 PROVIDING M.S. LINERS (8 MM THICK)**

This item is for supply and fixing permanent M.S. Liners for the piles from cut off level up to the required depth as may be decided by the Engineer.

The Contractor shall fabricate the liners from M.S. Sheets (8 mm thick) to suit the diameter of the pile as directed. The required length of the M.S. Liners will be made up by welding each unit at site by the Contractor.

The length of the liner above the cut off level shall be cut to facilitate chipping the top portion of the pile and for interlacing its reinforcement bars into the capping slab.

**The payable depth of the liner will be measured from cut-off level upto the depth shown in the drawing or upto the increased depth, if so required considering the condition of soil strata as per direction of the Engineer.**

## **10.11 PAYMENT FOR PILING ITEMS**

Payment for boring shall be made on the basis of lengths bored for each pile measured in metres and part thereof. This will be the difference of the ground level at the top (taken and noted before the commencement of each pile) and the founding level of the pile. The rate for boring shall include provision of all equipment for boring and all other operations, drilling mud and circulation and replacement thereof, all cleaning of the bore during boring and before concreting, all testing, and all payment for concreting of piles shall be made on the basis of volume in cu.m. of concrete calculated in each case from the theoretical diameter of the piles and the length of piles measured in each case from actual founding level to the theoretical cut-off level. **Pile will not be allowed above founding depth and for extra depth of concreting, no additional payment will be made. The rate shall include cost of laying & dismantling scum concrete upto 1 Mtr height from cut-off level.** In no case shall payment be made for extra concrete consumed or for the concrete above cut off level. The rates quoted for the relevant item in the schedule shall be deemed to be inclusive of such excess consumption, if any, and shall cover all equipment materials, leads, lifts, testing of materials or concrete, and all related work of every description including all work that may have to be redone due to work not complying with specifications.

The cement as actually used shall be taken for material accounting. Reinforcements used, however, shall be paid for separately. The reinforcements will be paid for on the basis of weights of bars used calculated using the lengths as per the bar bending schedule and the unit weights as per Indian Standards. The rates shall cover the cost of reinforcements, cover blocks, cleaning, recoiling, cutting, bending to specified shapes, placing in positions

as indicated in the drawings, welding, supplying and binding with binding wire 1mm dia. black annealed wire or welding as required including all equipment consumables etc. and all other related work complete.

**Payment for laps based on design considerations / codal provisions and approved by Engineer on the basis of bar bending schedule will also be measured for payment. However, no payment for binding wires / welding will be made.**

No extra payment will be made for interlacing the reinforcements of the piles into the superstructure elements.

**Payment for cutting and dressing the pile head shall be taken to be included in the item of concreting of pile,** including cost of all equipment, tools, labour for cutting and dressing of the pole heads at specified level for proper embedment into the superstructure elements, and for disposing off the debris at places indicated by the Engineer.

Payment for liners shall be made on the basis of weight of liner calculated on the basis of unit weight of plates as per Indian Standard Specifications, theoretical diameter and the actual length of liner plate provided measured from the cut off level to the depth to which the liner has been provided. The rate for the item shall cover the cost of all materials, cost of fabrication of liner by welding and any other means including all consumables, fixing of liner in position and to the depth as decided by the Engineer, cutting of the inner at cut off level, wastages in the liner plate, and all other work of any description involved in the provision of liner plate.

## **10.12 LOAD TEST ON PILES**

### **10.12.1 GENERAL**

The test shall be carried out on selected representative working piles as directed by the Engineer and are to be carried out only after the lapse of sufficient time to permit adjustment of the soil conditions following disturbance resulting from the method of installation. The period between installation of the any other piles in the vicinity and the test loading of the pile shall be minimum 25 days or otherwise specified by the Engineer. The test shall be installed following specifications as indicated in preceding Clauses and test shall be carried out in accordance with IS : 2911 (Part IV). The Contractor shall so adjust and / or phase out the programme of construction so as to allow for time required in conduction routine tests. The number of routine tests on piles shall be as indicated in schedule of quantities and these may be varied as directed by the Engineer depending on site conditions. Routine tests shall be carried out on piles selected by the Engineer.

### **10.12.2 ROUTINE LOAD TEST**

The test shall be conducted as far as possible at the cut off level of piles. The test may be carried out by introduction a hydraulic jack with gauge between piles or the reaction may be suitable obtained otherwise. These tests may also be done by applying lateral pull by a suitable set up. If jack located between two piles conducts the test, the full load imposed by the jack shall be taken as the lateral resistance of each pile. The loading shall be applied in increments of 20% of the estimated safe load.

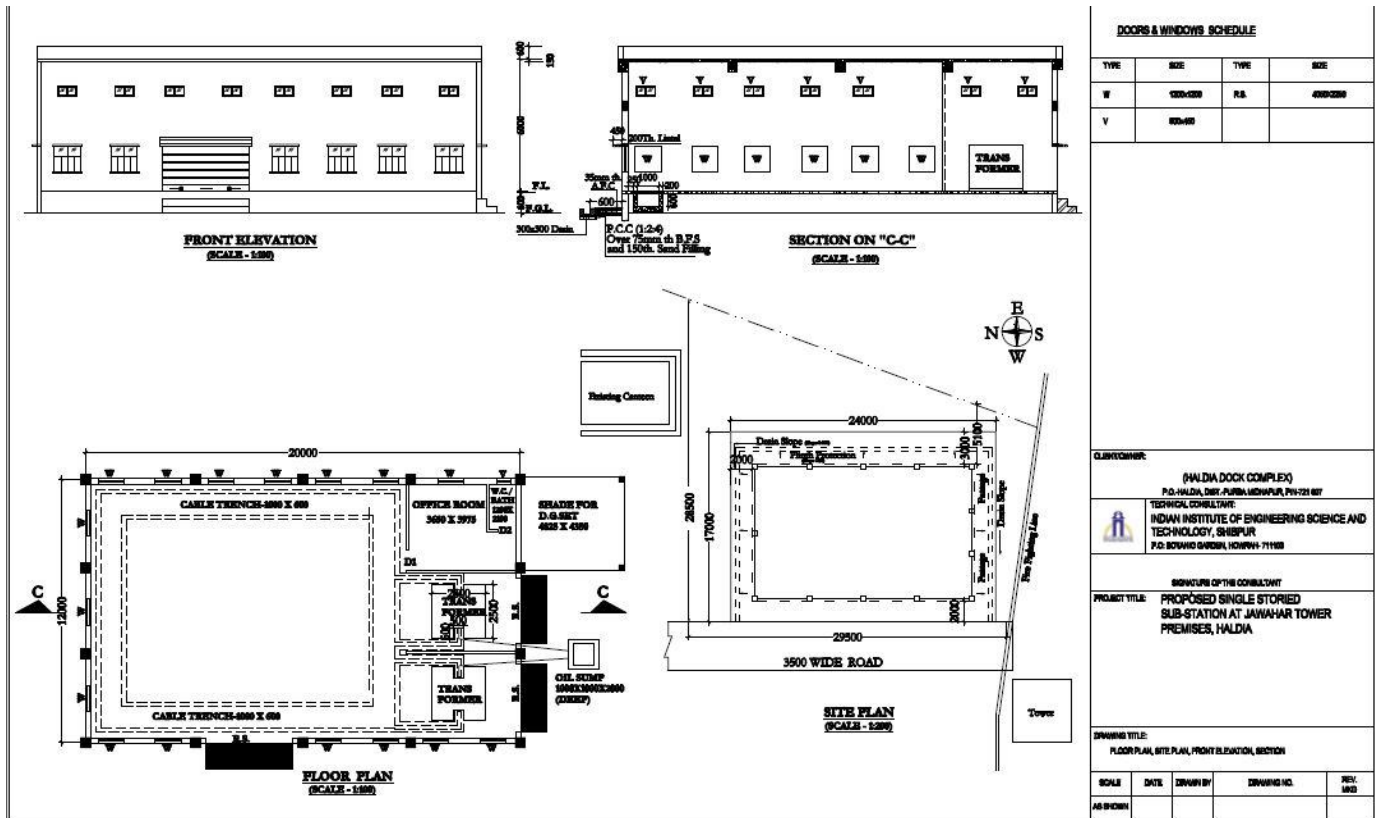
The next increment shall be applied after the rate of displacement is about 0.05 mm per hour in sandy soils and 0.02 mm per hour in clayey soils or 2 hours whichever is earlier.

The displacements shall be read by using at least two dial gauges spaced at 30 cm and kept horizontally one above the other; on the working pile. Where it is not possible to locate one of the dial gauges in the line of jack axes, then the two dial gauges may be kept at a distance of 30 cms at a suitable height and the displacement interpolated at load point from similar triangles.

The safe lateral load on the pile shall be as stated in Co. 4.3.5 of IS:2911 (Part – IV).

A test certificate and fresh calibration chart from an approved laboratory for jack and pump is to be produced to the Engineer well in advance before the same is used for any load testing on pile.

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## 8. PREAMBLE TO THE BILL OF QUANTITIES

### **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

- 8.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 8.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- 8.3 This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender **on line** based on his own analysis .

The Tender Price thus established would be taken for comparative evaluation of E-Tenderers .

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## **9. BILL OF QUANTITIES**

### **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

### **BOQ FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

| <b>IT. NO .</b> | <b>DESCRIPTION OF ITEM.</b>   | <b>QUANTITY</b> |       | <b>RATE (RS. P.)</b> | <b>UNIT</b> | <b>AMOUNT (RS. P.)</b> |
|-----------------|---|-----------------|-------|----------------------|-------------|------------------------|
|                 |   |                 |       |                      |             |                        |
| 1               | Earth work in excavation in foundation in any soil including disposal of surplus excavated earth within a lead of 100m include for bailing out subsoil or rain water, if required, all complete and as directed.  | 600.00          | Cu.M. | 119.27               | Cu.M.       | 71562.00               |
|                 |   |                 |       |                      |             |                        |
| 2               | Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work)                                    | 450.00          | Cu.M. | 77.54                | Cu.M.       | 34893.00               |
|                 |   |                 |       |                      |             |                        |
| 3               | Supplying and filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity) | 200.00          | Cu.M. | 543.51               | Cu.M.       | 108702.00              |
|                 |   |                 |       |                      |             |                        |

| IT. NO. | DESCRIPTION OF ITEM.   | QUANTITY |      | RATE (RS. P.) | UNIT | AMOUNT (RS. P.) |
|---------|--|----------|------|---------------|------|-----------------|
| 4       | Construct & Provide 600 mm Dia vertical Bore for cast-in Situ piles. Bore drill / bail out in all types of soil including gravels, clay, sand, soft rock, wood , boulders etc. from the existing bed level up to the specified levels in the drawings and as directed by the Engineer. Include for efficient disposal of excavated soil/much/mud/bentonite mixer soil through static and mobile system to designated places within 5 kms as directed by Engineer-in-Charge. (Payment will be made on boring depth measured from existing ground level by sounding or any other method approved by the Engineer). | 400.00   | Mtr. | 1492.05       | Mtr. | 596820.00       |
| 5       | Providing 8 mm thick liner plate for piles with stiffeners. Rate shall include for bending, cutting, welding, installation in position and driving the liner plate upto the specified level as directed by the Engineer. Also include for providing minimum 1 Mtr. extra length of liner plate above cut-off level which will have to be cut after concreting of bored pile. (Payment will be made on the basis weight of liner plate from the bottom level up to the cut-off level).  | 25.00    | MT   | 75121.2       | MT   | 1878030.00      |
|         |  |          |      |               |      |                 |

| IT. NO. | DESCRIPTION OF ITEM.  | QUANTITY |          | RATE (RS. P.) | UNIT     | AMOUNT (RS. P.) |
|---------|---|----------|----------|---------------|----------|-----------------|
| 6       | Provide & place M-35 grade concrete laid in situ by tremie pipe method including cutting concrete and their liner up to the cut off level at all depths up to founding level with 20 mm maximum size of graded coarse aggregate of Pakur variety and 400 kg./Cu.M minimum cement content & maximum W/C ration of 0.45, super plasticizer conforming to IS-9103 etc. including all labour, materials, tools, plants & equipment etc complete in all respected as specified and as directed by the Engineer. Reinforcements are to be measured and paid separately. Include for scum concrete upto 1 mtr above the cut off level and dismantling after casting to ensure fresh concrete at cut off level. [Volume of concrete from cut off level to founding level as shown in the drawings or as directed by the Engineer will be considered for payment.] | 110.00   | Cu.M     | 12000         | Cu.M     | 1320000.00      |
| 7       | Conducting routine load test on piles for a lateral test load of 100 Ton on selected piles as per relevant provision of IS-2911 (latest revision) including submission of report as specified.  | 1        | One set. | 87295.2       | One set. | 87295.22        |
| 8       | Providing and laying of cement concrete (1:4:8) (with 20 mm. down stone chips) in foundation and plinth protection etc. in proper line and level to superior finish etc., all complete and as directed.   | 50.00    | Cu. M.   | 4427.50       | Cu. M.   | 221375.00       |
|         |   |          |          |               |          |                 |

| IT. NO . | DESCRIPTION OF ITEM.   | QUANTITY |        | RATE (RS. P.) | UNIT   | AMOUNT (RS. P.) |
|----------|--|----------|--------|---------------|--------|-----------------|
| 9        | Provide, mix, transport and place in position to lines and levels M-35 grade in-situ reinforced cement concrete with graded stone chips of 6 mm - 20 mm. nominal size in pile cap, lintel, chajja, beam, column, roof slab etc. except cost of shuttering & reinforcement.   | 250.00   | Cu. M. | 8925.00       | Cu. M. | 2231250.00      |
|          |  |          |        |               |        |                 |
| 10       | Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, including welding if necessary etc., all complete and as per drawing and direction.  | 42.50    | MT     | 63522.50      | MT     | 2699706.25      |
|          |  |          |        |               |        |                 |
| 11       | Hire and labour charges for shuttering for building works for floor, beam, lintels, chajjas etc., all complete and as directed.  | 2000.00  | Sq.M.  | 356.40        | Sq.M.  | 712800.00       |
|          |  |          |        |               |        |                 |
| 12       | Provide and laying 25mm. thick damp proof course with cement concrete with stone chips (1:1.5:3) [with graded stone aggregate 10 mm nominal size] and admixture of water proofing compound as per manufacturer's specification followed by two coat of polymer based paint, (1st coat after 4 to 5 days of concrete laying and 2 nd coat just before brick masonry work) as directed (cost of water proofing compound & polymer based paint to be paid separately). (Chequering not required over concrete or painted surface). [Note: - Waterproofing as per item 9, polymer based paint as per item 8 (a) of subhead C of Section (C). | 40.00    | Sq.M.  | 202.40        | Sq.M.  | 8096.00         |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|---|----------|-------|---------------|-------|-----------------|
| 13     | Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.   | 260.00   | Sq.M. | 26.40         | Sq.M. | 6864.00         |
| 14     | Providing and building of brick work in foundation and plinth etc. in cement and sand mortar 1:6 (1 cement : 6 coarse sand) with 1st class bricks, include for chiseling out/cutting teeth etc. in existing walls and floors for proper bonding etc., all complete and as directed. | 70.00    | Cu.M. | 5673.80       | Cu.M. | 397166.00       |
| 15     | Providing and building of brick work in superstructure etc. in cement and sand mortar 1:4 (1 cement : 4 coarse sand) with 1st class bricks, include for chiseling out/cutting teeth etc. in existing walls and floors for proper bonding etc., all complete and as directed.        | 100.00   | Cu.M. | 6215.00       | Cu.M. | 621500.00       |
| 16     | Provide and build 125 mm. thick brick work with 1st class bricks in cement mortar 4:1 (4 sand :1 cement ) include for chiselling out / cutting teeth etc. in existing walls and floors for proper bonding, all complete and as directed.  | 150.00   | Sq.M. | 777.70        | Sq.M. | 116655.00       |
| 17     | Provide and apply <b>damp proof coating (Two Coats)</b> on the surface of the walls before plastering with approved chemical ( <b>Sika Top -77 or equivalent</b> ) and as per direction and satisfaction of EIC.  | 500.00   | Sq.M. | 91.08         | Sq.M. | 45540.00        |

| IT. NO. | DESCRIPTION OF ITEM.  | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|---------|---|----------|-------|---------------|-------|-----------------|
| 18      | Providing and laying of cement plaster (1:4) with medium coarse sand to interior surfaces of walls and columns etc. Include for necessary curing etc. all complete and as directed. avg. 20 mm. thick cement plaster(1:4) (to match with existing plastered surface) upto 2nd floor level etc., all complete and as directed. | 700.00   | Sq.M. | 193.60        | Sq.M. | 135520.00       |
| 19      | Providing and laying of 10 mm. thick cement plaster (1:4) with medium coarse sand at the ceiling surface Include for necessary scaffolding & curing upto 2nd floor level etc., all complete as directed.  | 300.00   | Sq.M. | 136.40        | Sq.M. | 40920.00        |
| 20      | Providing and laying of cement plaster to exterior surfaces 15 mm to 20 mm thick with (1:4) cement plaster with approved water proofing compound. Include for making scaffolding for working up to 2nd floor level and necessary curing etc., all complete and as directed.   | 750.00   | Sq.M. | 180.95        | Sq.M. | 135712.50       |
| 21      | Providing and laying of neat cement punning over the plastered surfaces of dado, skirting and floor surfaces upto 2nd floor level etc., all complete and as directed.   | 250.00   | Sq.M. | 37.40         | Sq.M. | 9350.00         |
| 22      | Provide and lay 25 mm. to 35 mm. thick cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone chips of 12.5 mm nominal size) finished smooth with a floating coat of neat cement including cement slurry, rounding off edges etc. in any floor etc., all complete and as directed.                         | 250.00   | Sq.M. | 321.75        | Sq.M. | 80437.50        |

| IT. NO. | DESCRIPTION OF ITEM.   | QUANTITY |        | RATE (RS. P.) | UNIT   | AMOUNT (RS. P.) |
|---------|--|----------|--------|---------------|--------|-----------------|
| 23      | Providing and laying of ordinary cement concrete Mix (1:2:4) with graded stone chips excluding shuttering and reinforcement for slope correction for roof treatment along with water proofing compound (Sika Latex Power should be used @1kg per 16 Sq.m. in cement slurry before and after laying concrete and plastocrete super should be used in concrete mix @ 0.20 % by weight of cement) including cleaning and roughening of the roof surface properly.as per manufacturer's direction and direction of E/I.  | 25.00    | Cu. M. | 5760.00       | Cu. M. | 144000.00       |
| 24      | Supplying and laying true to line and level <b>vitrified tiles (double charged Premium quality)</b> of approved brand ( Size not less than 600 mm. X 600 mm. X 10 mm. thick) in floor and skirting etc set in 20mm sand cement mortar (1:4) and 2mm thick cement slurry back side of tiles using cement @ 2.91kg/sqm or using polymerised adhesive ( 6mm thick layer applied directly over finished artificial stone floor /mosaic etc. without any backing course) laid vafter application slurry using 1.75 kg of cement per sqm below mortar only ,joints grouted with admixture of white cement and colouring pigment to mat with colour of tiles/epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to manufacturer's specification and direction of Engineer-in charge, fix with polymerised Adhesive (6mm thick ) & epoxy grouting materials for filling joints including spacer - 2mm. as required. | 30.00    | Sq.M.  | 1505.90       | Sq.M.  | 45177.00        |
|         | (Payment will be made on the basis of finished area done and accepted).  |          |        |               |        |                 |



| IT. NO | DESCRIPTION OF ITEM.   | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|--|----------|-------|---------------|-------|-----------------|
| 25     | Supplying, fitting and fixing 1st quality Ceramic tiles of any size having mat finish in walls and floors including borders to match with the existing work set in sand cement mortar (4:1) and 2mm thick cement slurry back side of tiles using cement @ 2.91kg/sqm or using polymerised adhesive as required and finishing the joints with white cement mixed with colouring oxide of required match colour of tiles, fix with polymerised Adhesive and Epoxy grouting materials including spacer 2mm. All complete and as directed. |          |       |               |       |                 |
|        | (Payment will be made on the basis of finished area done and accepted).  |          |       |               |       |                 |
|        | (i) Floor  | 5.00     | Sq.M. | 811.80        | Sq.M. | 4059.00         |
|        | (ii) Wall  | 15.00    | Sq.M. | 833.80        | Sq.M. | 12507.00        |
|        |  |          |       |               |       |                 |
| 26     | Provide and fixing M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S, W.I. Flats and bars of windows, railing  | 500.00   | Kg    | 77.51         | Kg    | 38755.00        |
|        |  |          |       |               |       |                 |
| 27     | Supplying, fitting and fixing 3-Track fully glazed Aluminium sliding window made up of aluminium alloy extrusions conforming to IS 733-1983 & IS 1285-1975, annodised conforming to IS 1868-1983, Membe fitted with all other accessories viz. PVC roller, EPDM gasket, maruti lock, screws etc. including fixing of glass (excluding cost of glass) all complete as directed by E.I.C.  | 300.00   | Kg    | 492.80        | Kg    | 147840.00       |
|        |  |          |       |               |       |                 |
| 28     | Supplying and fixing best Indian sheet glass panes of 4mm thickness set in putty (as per I.S specification) and fitted with nails and putty complete.  | 25.00    | Sq.M. | 589.60        | Sq.M. | 14740.00        |
|        |  |          |       |               |       |                 |

| IT. NO | DESCRIPTION OF ITEM.   | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|--|----------|-------|---------------|-------|-----------------|
| 29     | Filling the gap in between aluminium frame & adjacent RCC / Brick/ Stone work by providing weather silicon sealant over 6mm dia backer rod of approved quality as per architectural drawings and direction of Engineer-in-Charge complete. Upto 5 mm depth and 5 mm width  | 75.00    | Mtr.  | 75.90         | Mtr.  | 5692.50         |
|        |  |          |       |               |       |                 |
| 30     | Provide & supply Local sal wood frames in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame exluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be correted upto three decimals).  | 0.30     | Cu.M. | 80249.40      | Cu.M. | 24074.82        |
|        |  |          |       |               |       |                 |
| 31     | Provide & fix <b>MS clamp made of 40 mm x 6 mm ms flat &amp; up to 125 mm long</b> or as required at site to the door, window, cupboard frame, all complete and as directed.   | 20.00    | Each  | 41.80         | Each  | 836.00          |
|        |  |          |       |               |       |                 |
| 32     | Provide & fix approved quality <b>oxidised butt hinges (Mowjee make or equivalent)</b> as per requirement, all complete and as directed.   |          |       |               |       |                 |
|        | i) 100 mm x 75 mm x 3.5 mm   | 10.00    | Each  | 72.60         | Each  | 726.00          |
|        |  |          |       |               |       |                 |
| 33     | Supplying and fixing 35mm thick solid flush type doors of commercial quality, the timber frame consisting of top and bottom rails and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 37.5mm wide battens places both ways in order to make the door of solid core and internal lipping with Garjan or similar wood veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing shutters in position but excluding the cost of hinges and other fittings in ground floor. | 5.00     | Sq.M. | 2924.90       | Sq.M. | 14624.50        |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |      | RATE (RS. P.) | UNIT | AMOUNT (RS. P.) |
|--------|---|----------|------|---------------|------|-----------------|
| 34     | Supplying, fitting and fixing of <b>anodised aluminium tower bolt</b> of approved quality manufacture from extruded section confirming to IS 204/74 fitted and fixed with cadmium plated screw etc., all complete and as directed.<br>150 mm long x 10 mm dia bolt .                        | 4.00     | Each | 69.30         | Each | 277.20          |
| 35     | Supply, fit and fix of approved quality <b>oxidised iron hasp bolt</b> of complete (oxidised ) <b>250 mm long 16 mm dia rod</b> with centre bolt and round fitting, all complete and as directed.   | 2.00     | Each | 174.90        | Each | 349.80          |
| 36     | Supply, fit and fix <b>anodised aluminium D - type handle of size 125 mm. X 12 mm.</b> dia rod with continuous plate base ( Hexagonal / Round rod ) of approved quality manufactured from extruded section conforming to I.S. specification ( IS 230/72 ) etc., all complete & as directed. | 4.00     | Each | 113.30        | Each | 453.20          |
| 37     | Supplying, fitting and fixing <b>hinge cleat with 75mm</b> iron Butt-hinge in position excluding the cost hinge and other fittings.   | 2.00     | Each | 38.50         | Each | 77.00           |
| 38     | Supplying, fitting and fixing <b>125mm long wooden buffer block</b> position excluding the cost hinge and other fittings.   | 2.00     | Each | 56.10         | Each | 112.20          |
| 39     | Supply & fix ' <b>Godrej</b> ' <b>mortice lock chromium plated</b> with latch and keys 4 levers, including fitting and fixing complete.   | 1.00     | Each | 1189.10       | Each | 1189.10         |
| 40     | Supplying and fixing aluminium casted body hydraulic door closer as per I.S.I.  | 1.00     | Each | 698.50        | Each | 698.50          |

| IT. NO | DESCRIPTION OF ITEM.   | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|--|----------|-------|---------------|-------|-----------------|
| 41     | Supplying, fitting and fixing <b>steel rolling shutter profile type with 18 B.G .</b> of approved type steel latche section 75mm wide, fitted with coil wire spring to necessiate the fitting of required Nos. of C.I. Pulleys on heavy type solid drawn seamless steel tube complete with locking arrangements both inside and outside specially builtup side guide channels including providing a hood for the steel rolling shutter in the room, painting two coats of approved aluminium paint over a coat of red lead primer complete. Shutter profiles should be made of hot deep galvanised steel materials conforming to IS 2629:1985 and IS 4759:1996 or latest revision of average minimum mass of coating will be 610 gm/m2 (measurment wiil be made on the area of opening covered by the rolling shutter) | 50.00    | SqM   | 2745.05       | SqM   | 137252.50       |
|        | 1. (Measurement will be made on the area of opening covered by the rolling shutter corrected upto 2 decimal.)<br>2. Payment of painting to be separately.  |          |       |               |       |                 |
| 42     | Supplying,fitting & fixing Collapsible gate with 40mm x 40mm x 6mm Tee as top and bottom guide rail, 20mm x 10mm x 2mm vertical channels 100mm apart in fully streched position 20mm x 5mm M.s flats as collapsible bracings properly riveted and washered including 38mm steel rollers including locking arrangements, fitted and fixed in position with lugs set in cement concrete and including cutting necessary holes, chasing etc. in walls,floors etc. and making good damages all complete and as directed. All steel sections should be made of hot deep galvanised steel materials conforming to IS 2629:1985 and IS 4759:1996 or latest revision of average minimum mass of coating will be 610 gm/m2.   | 15.00    | Sq.M. | 4303.53       | Sq.M. | 64552.95        |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|---|----------|-------|---------------|-------|-----------------|
| 43     | Providing and applying of one coat of ready mixed <b>pink or grey primer</b> of approved brand and manufacture to the doors and windows after necessary preparation of surfaces etc., all complete and as directed.   | 50.00    | Sq.M. | 41.80         | Sq.M. | 2090.00         |
| 44     | Providing and applying of one coat of ready mixed <b>zinc chromate yellow primer</b> of approved brand and manufacture to the grills and gates etc. include for scrapping, brushing, sand papering and cleaning the surfaces smooth before application of primer etc., all complete and as directed.              | 150.00   | Sq.M. | 31.90         | Sq.M. | 4785.00         |
| 45     | Providing and applying of paint on old/new wood works with <b>two coats</b> of approved synthetic enamel paint (first quality) of any shed other than white. Include for scrapping and preparation of surface with brushing and cleaning before painting upto 3rd floor level etc., all complete and as directed. | 50.00    | Sq.M. | 89.10         | Sq.M. | 4455.00         |
| 46     | Providing and applying of paint on old steel work with <b>two coats</b> of approved synthetic enamel paint of first quality of any shed other than white including scrapping, brushing and cleaning the surfaces if necessary upto 3rd floor level etc., all complete and as directed.                            | 150.00   | Sq.M. | 86.90         | Sq.M. | 13035.00        |
| 47     | Providing and applying of <b>2 (two) coats of white wash</b> until white and bright on all interior surfaces (New and Old surfaces) by scrapping,sand papering including necessary repairs to scratches upto 4 th. floor level etc., all complete and as directed.  | 820.00   | Sq.M. | 19.95         | Sq.M. | 16359.00        |
| 48     | Provide and lay white cement base wall putty 1.5 mm thick approximate to smooth finish. Include for removing damaged plaster of Paris where necessary etc. all complete & as directed.  | 150.00   | Sq.M. | 134.20        | Sq.M. | 20130.00        |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|---|----------|-------|---------------|-------|-----------------|
| 49     | Provide and apply <b>Acrylic Distemper/ Acrylic Primer (solvant based interior grade)</b> of Asian paint or equivalent as per manufacture specification of approved brand and manufacture of required shades to give an even shade. Allow for cleaning the surfaces thoroughly and repairing of scratches etc. wherever required before application of paint etc., all complete & as directed.  |          |       |               |       |                 |
| (a)    | One coat of Acrylic Primer.   | 150.00   | Sq.M. | 33.88         | Sq.M. | 5082.00         |
|        |   |          |       |               |       |                 |
| (b)    | Two coats of Acrylic Distemper  | 150.00   | Sq.M. | 53.90         | Sq.M. | 8085.00         |
|        |   |          |       |               |       |                 |
| 50     | Providing and applying of <b>1 (one) coat of cement based water proof paint on new surface</b> , of approved brand of required shades to give an even shade on all exterior surfaces of buildings and repairing the uneven surfaces by snowcem putty etc. and making scaffolding upto 4 th. floor level. Include for scrapping of marks, green moss, loose particles and preparing the base by sand papering before application of the cement based paint etc. all complete and as directed | 750.00   | Sq.M. | 37.40         | Sq.M. | 28050.00        |
|        |   |          |       |               |       |                 |
| 51     | Providing and <b>applying of 1 (one) coat of Asian / Berger /Nero lac / ICI paint make primer</b> suitable for exterior acrylic emulsion paint on old / new concrete / plastered surfaces to receive Asian / Berger / Nero lac / ICI paint exterior acrylic emulsion paint including scaffolding,scrapping,wire brushing and preparing the surfaces thoroughly as per manufacturers specification upto 4 th. floor level etc., all complete and as directed.                                | 750.00   | Sq.M. | 34.54         | Sq.M. | 25905.00        |
|        |   |          |       |               |       |                 |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.) |
|--------|---|----------|-------|---------------|-------|-----------------|
| 52     | Providing and applying of <b>protective Decorative exterior premium 100% acrylic emulsion paint two coats of Asian / Berger / Nero lac / ICI paint make</b> on old / new concrete / plastered surfaces including scaffolding, scraping, wire bruising and preparing the surfaces thoroughly all complete as per manufactures specification.   | 750.00   | Sq.M. | 92.40         | Sq.M. | 69300.00        |
|        |   |          |       |               |       |                 |
| 53     | Providing, laying roof waterproof coating on roof surface using appropriate resin and hardener as per manufacturer's specification SINPOL or equivalent including necessary cleaning of roof surface etc all complete.  | 250.00   | Sq.M. | 442.30        | Sq.M. | 110575.00       |
|        |   |          |       |               |       |                 |
| 54     | Supply,fit,fix <b>PVC pipes</b> of approved make (Oriplast / Supreme or equivalent) conforming to ASTM D- 1785 of <b>medium duty (Schedule 80)</b> including all necessary accessories specials i.e socket, band,tee, elbow , union, cross, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamp, including cutting pipes, making threads, fitting, fixing, taking out damaged pipe and returned to HDC Store etc. complete in all respect in any position above ground and upto 10th. floor level. (Payment will be made on the centre line measurement of total pipe line including all specials, no separate payment will be made for accesories, specials as required to complete the work). |          |       |               |       |                 |
|        | <b>a) For exposed work</b>  |          |       |               |       |                 |
|        | iii) 25 mm.dia medium quality (Schedule 80).  | 25.00    | Mtr   | 177.00        | Mtr   | 4425.00         |
|        | iv)40 mm.dia medium quality (Schedule 80).  | 40.00    | Mtr   | 292.00        | Mtr   | 11680.00        |
|        |   |          |       |               |       |                 |
|        | <b>b) For concealed work</b>  |          |       |               |       |                 |
|        | i) 15 mm. dia medium quality .  | 15.00    | Mtr   | 137.00        | Mtr   | 2055.00         |
|        | ii) 20 mm. dia medium quality .   | 15.00    | Mtr   | 158.00        | Mtr   | 2370.00         |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |      | RATE (RS. P.) | UNIT | AMOUNT (RS. P.) |
|--------|---|----------|------|---------------|------|-----------------|
| 55     | Supplying, fitting and fixing Peet's valve fullway gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.) as directed by EIC..   |          |      |               |      |                 |
|        | (i) 20 mm dia.  | 1        | Each | 657.00        | Each | 657.00          |
|        | (ii) 25 mm dia.   | 2        | Each | 912.00        | Each | 1824.00         |
|        | (iii) 40 mm dia.  | 1        | Each | 1646.00       | Each | 1646.00         |
|        |   |          |      |               |      |                 |
| 56     | Supplying and providing in position 1500 litre capacity 4 stage multilayer P.V.C. water storage tank of approved quality with closed top with lid.  | 1        | Each | 7840.00       | Each | 7840.00         |
|        |   |          |      |               |      |                 |
| 57     | Provide and fix Chromium plated 15mm. Dia. bib cock approved quality in position all complete as directed.  | 3        | Each | 539.00        | Each | 1617.00         |
|        |   |          |      |               |      |                 |
| 58     | Provide and fix Chromium plated 15mm. Dia. Concealed stop cock approved quality in position all complete as directed.   | 3        | Each | 674.00        | Each | 2022.00         |
|        |   |          |      |               |      |                 |
| 59     | Supply, fit and fix white vitreous china best quality approved make wash basin of size-550mm x 400mm with C.I. / G.I. pipe Brackets of required dia. on 75mm. x 75 mm. wooden blocks or inside wall ,C.P. waste fittings of 32 mm. dia. one approved quality brass C.P. pillar coak of 15 mm. dia, C.P. chain with rubber plug of 30 mm dia, approved quality PVC connector pipe with heavy brass CP nut of required length including mending good all damages and painting the brackets with two coats of approved paint all complete as directed. | 1        | Each | 2208.00       | Each | 2208.00         |
|        |   |          |      |               |      |                 |
| 60     | Supplying,fitting and fixing approved brand <b>32 mm dia. P.V.C. waste pipe</b> , with PVC coupling at one end fitted with necessary clamps.  | 1        | Each | 75.00         | Each | 75.00           |
|        |   |          |      |               |      |                 |



| IT. NO | DESCRIPTION OF ITEM.   | QUANTITY |           | RATE (RS. P.) | UNIT      | AMOUNT (RS. P.) |
|--------|--|----------|-----------|---------------|-----------|-----------------|
| 61     | Supply, fit and fix C.P over brass <b>25 mm dia. and 600 mm long towel rail</b> with two brackete etc all complete & as directed.  | 1        | Each      | 430.00        | Each      | 430.00          |
| 62     | Provide and fix <b>75 mm. dia. PTMT overhead shower</b> (Prayag or equivalent) including taking out damaged shower and return to store etc., all complete & as directed.   | 1        | Each      | 179.00        | Each      | 179.00          |
| 63     | <b>Cutting chase</b> upto 125 X 150 mm and subsequent mending of damagaes in brick wall  | 20.00    | Mtr       | 88.00         | Mtr       | 1760.00         |
| 64     | Supplying fitting & fixing approved brand <b>glass shelf of size 600mm.X 125mm. Ordinary type with 5.5mm sheet glass</b> & aluminium guard rails complete.   | 1        | Each.     | 480.00        | Each.     | 480.00          |
| 65     | Supplying fitting & fixing approved brand best quality <b>indian make mirror 5.5mm thick</b> with silvering as per IS specifications supported on fibre glass frame of any colour, frame size <b>550mm X 400mm</b> complete. | 1        | Each.     | 613.00        | Each.     | 613.00          |
| 66     | Supplying, fitting and fixing <b>100 mm C.I. round grating.</b>  | 2        | Each.     | 62.00         | Each.     | 124.00          |
| 67     | Supplying, fitting and fixing <b>Shallow water closet Indian pattern (I.P.W.C.)</b> of approved make in white vitreous chinaware in position (excluding cost of concrete for fixing) 510 mm long.                            | 1        | Each.     | 900.00        | Each.     | 900.00          |
| 68     | Supplying, fitting and fixing <b>Foot rest for water closet of size 275 mm X 125 mm</b> with Porcelain of approved make.   | 1        | Each Pair | 214.00        | Each Pair | 214.00          |
| 69     | Supplying, fitting and fixing <b>10 litre P.V.C. low-down cistern</b> conforming to I.S. specification with P.V.C. fittings complete,C.I. brackets including two coats of painting to bracket etc.                           | 1        | Each      | 1015.00       | Each      | 1015.00         |

| IT. NO | DESCRIPTION OF ITEM.   | QUANTITY |      | RATE (RS. P.) | UNIT | AMOUNT (RS. P.) |
|--------|--|----------|------|---------------|------|-----------------|
| 70     | Supplying,fitting and fixing <b>32 mm dia. Polythene Flush Pipe Flush Pipe</b> of approved make with necessary fixing materials and clamps complete.   | 1        | Each | 155.00        | Each | 155.00          |
|        |  |          |      |               |      |                 |
| 71     | Supplying, fitting and fixing approved brand <b>P.V.C. CONNECTOR</b> white flexible, with both ends coupling with heavy brass C.P. nut, 15 mm dia.   | 1        | Each | 117.00        | Each | 117.00          |
|        |  |          |      |               |      |                 |
| 72     | Supplying,fitting and fixing <b>UPVC plain 110 P Trap with W.C. Ring</b> (110 mm dia.)   | 1        | Each | 340           | Each | 340.00          |
|        |  |          |      |               |      |                 |
| 73     | Supplying,fitting and fixing <b>UPVC plain S-Trap with W.C. Ring</b> (110 mm dia.)   | 1        | Each | 552           | Each | 552.00          |
|        |  |          |      |               |      |                 |
| 74     | Supplying, fitting and fixing 110 mm dia. UPVC pipes A-type conforming to IS 13592-1992 for rainwater & soil pipes and fitted with all necessary clamps nails including making holes in walls,floors, etc. and cutting trenches in any soil, through masonry concrete structures etc. if necessary and mending good damages including joining with jointing materials like spun yarn, valamoid/bitumen M seal etc. complete. | 80.00    | Mtr  | 276.10        | Mtr  | 22088.00        |
|        |  |          |      |               |      |                 |
| 75     | Supplying, fitting and fixing down UPVC specials and fittings A-type as specified in IS 13592-1992 and fitted with all necessary clamps nails including making holes in walls,floors, etc. and cutting trenches in any soil, through masonry concrete structures etc. if necessary and mending good damages including joining with jointing materials like spun yarn, valamoid/bitumen M seal etc. complete.                 |          |      |               |      |                 |
|        | a) 110 mm dia. Bend  | 10.00    | Each | 176.00        | Each | 1760.00         |
|        | b)110 mm dia. Tee  | 10.00    | Each | 189.20        | Each | 1892.00         |
|        | c)110 mm dia.Shoe  | 10.00    | Each | 122.10        | Each | 1221.00         |
|        |  |          |      |               |      |                 |
| 76     | Supply, fit & fix UPVC Cowl 110 mm dia. all complete & as directed.  | 10.00    | Each | 33.00         | Each | 330.00          |

| IT. NO | DESCRIPTION OF ITEM.  | QUANTITY |      | RATE (RS. P.) | UNIT | AMOUNT (RS. P.) |
|--------|---|----------|------|---------------|------|-----------------|
| 77     | Provide, supply & fix in position machine made precast concrete Paver block ( M50 ) of size 200mm(L) X 100mm (B) and 100mm thickness over a layer of 50mm thick (ave) brown coarse sand(Zone III) cushion as levelling course as specified. The blocks must be cast and cured in a factory of reputed and approved manufacturer of paver blocks. Include for transportation, loading, unloading, dressing, sand cushioning, compacting the sand layer suitably, laying the blocks in position in proper level and grade, filling interstices between blocks with sand by vibrating with heavy duty plate vibrators, cutting paver blocks where ever required with hydraulic splitter including cost of all materials, labour, tools, plants etc. all complete as directed by Engineer and as per manufacturers specification. [Payment will be made on the basis of actual finished area of paver blocks laid at site.] | 100.00   | SqM  | 1012.82       | SqM  | 101282.00       |
|        |   |          |      |               |      |                 |
| 78     | Supplying, fitting and fixing Fan Hook for ceiling with 1 metre long 16mm.dia rod complete including mending damages. Payment for damage and repair to be made separately.  | 1        | Each | 110.00        | Each | 110.00          |
|        |   |          |      |               |      |                 |

| IT. NO   | DESCRIPTION OF ITEM.   | QUANTITY |       | RATE (RS. P.) | UNIT  | AMOUNT (RS. P.)    |
|--|--|----------|-------|---------------|-------|--------------------|
| 79   | Construction of circular soak well 1.00m inside dia., 2.5 metre deep in all types of soils with 250 mm thick dry brick work upto 1.6 metre from the bottom having 150 mm intermediate cement brick work (1:4) band all round and 250 mm thick cement brick work (1:4) upto 0.90 metre from top with 20mm thick cement plastering (1:4) to inside face upto the depth of cement brick work, 15mm thick cement plaster (1:4) on outer face from top of the well upto G.I. and 6 mm thick cement plaster (1:4) on top of the R.C.C. cover slab including filling bottom 1.00 metre of inside of the well with brick metal (50 mm to 63 mm size) |          |       |               |       |                    |
|  | including R.C.C cover slab of 100 mm thick with cement conc (1:1.5:3) with stone chips with necessary reinforcement and shuttering including one 560 mm dia. R.C.C. manhole cover (heavy type) of approved make supplied, fitted and fixed in the cover slab with necessary fittings, making necessary arrangements for pipe connections, excavation of well including shoring dewatering and removing the excess earth from the premises as per direction complete in all respect with all costs of labour and materials.   | 1        | Each  | 16137.00      | Each  | 16137.00           |
|  |  |          |       |               |       |                    |
| 80   | Remove debris / building rubbish / concrete lumps / earth etc. from scattered area of Haldia Township, Residential Zone, within a lead of 2 K.M. with proper site cleaning, loading, unloading, and levelling at the disposal site etc., all complete and as directed. (Payment will be made after deduction of 16% of volume as voids.)   | 150      | Cu.M. | 166.00        | Cu.M. | 24900.00           |
|  |  |          |       | <b>Total</b>  |       | <b>12741057.74</b> |
| <b>[Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]</b> |  |          |       |               |       |                    |

**DECLARATION BY THE BIDDER**

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager (I&CF),  
Haldia Dock Complex.  
Kolkata Port Trust

SUB:- **E-TENDER FOR CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE,  
HALDIA TOWNSHIP, HDC.**

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that Part-II of the bid does not contain any condition / deviation.

---

Signature of the Bidder with Office Seal.

Date:

Place:

**DECLARATION BY THE BIDDER**

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager (I&CF),  
Haldia Dock Complex.  
Kolkata Port Trust

SUB:- **CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.**

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

Dear Sir,

- a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India.
- b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.

---

Signature of the Bidder with Office Seal.

Date:

Place:

**ANNEXURE - II****CONCURRENT COMMITMENT(S) OF THE BIDDER**

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

**BIDDER'S PROFILE**

(To be submitted with Techno Commercial Bid)

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

A) In case of Limited Company -

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

B) In case of a firm -

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



000/- per year

C) In case of an Individual:

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

Dated:

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(Full signature of Bidder)

**ABSTRACT FORM OF TENDER (UNPRICED)**

(To be submitted with Techno Commercial Bid)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(a) Name of Work. : CONSTRUCTION OF ELECTRICAL SUB-STATION AT JAWAHAR TOWER PREMISE, HALDIA TOWNSHIP, HDC.

(c) Earnest Money : **Rs. 1,27,41,057.74 [Rupees One Crore Twenty Seven Lakh Forty One Thousand Fifty Seven and paise Seventy Four only]**

(e) Time allowed for completion of the work : 10 (Ten) month.

(f) Permanent I/T A/C No. :

(g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details

Name of Bank: Branch:

Branch Code: Account Number:

IFS Code:-

(Signature of the Bidder)

Witness:

Address:

(Name in block letters)

Address:-

Occupation:-

**FORM OF TENDER (UNPRICED)**

(To be submitted with Techno Commercial Bid)

To

The Sr. Dy. Manager (I&CF),  
Haldia Dock Complex

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

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

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

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

Dated:

\_\_\_\_\_  
(Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Name :

Address :

(In Block letters)

Address :

Occupation :

**CHECK LIST**

( TO BE FILLED- UP BY THE BIDDER)

**E -TENDER NO : KoPT/Haldia Dock Complex/I&CF Div/130/18-19/ET/389**

|    |   |  |          |
|----|---|--|----------|
| 1  | Declarations<br>a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India.<br>b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work. | Declaration submitted  | Yes / No |
| 2  | Application money towards cost of tender documents.   | Deposited  | Yes / No |
| 3  | Earnest Money   | Deposited  | Yes / No |
| 4  | Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.  | Submitted on company's letter head.  | Yes / No |
| 5  | GST registration certificate.   | Submitted  | Yes / No |
| 6  | Valid Trade License.  | Valid up to  |          |
|    |   | Submitted  | Yes / No |
| 7  | Professional Tax Clearance Certificate. / Upto date tax payment challan.  | Valid up to  |          |
|    |   | Submitted  | Yes / No |
| 8  | Valid Employees' Provident Fund Account   | Submitted  | Yes / No |
|    |   | Photo copy of latest payment challan of EPF submitted                      | Yes / No |
| 9  | ESI registration  | Submitted  | Yes / No |
|    |   | Photo copy of latest payment challan of ESI submitted                      | Yes / No |
| 10 | Details of firm as per Bidder's Profile   | Format fill-up   | Yes / No |
| 11 | Concurrent Commitments of the Bidder  | Format fill-up   | Yes / No |
| 12 | Credential within seven years   | i) Amount  |          |
|    |   | ii) Amount   |          |
|    |   | iii) Amount  |          |
|    |   | Credentials as per pre-qualification criteria.                             | Yes / No |
|    |   | Letter of award works and completion certificate from owners are enclosed. | Yes / No |
| 13 | Certified copies of audited balance sheet   | i) Turnover amount and year  |          |
|    |   | ii) Turnover amount and year   |          |
|    |   | iii) Turnover amount and year  |          |
|    |   | Certified by the CA / FA   | Yes / No |

Signature of the bidder with seal

**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* → *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.

# **General Conditions of Contract Forms and Agreements**

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**Sanctioned by the Trustees under Resolution No. 92 of the  
6<sup>th</sup> Meeting held on 27<sup>th</sup> May, 1993**

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**Including Addendum Sanctioned by the Trustees under  
Resolution No. 80 of the Meeting held on 25<sup>th</sup> August, 2009**

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**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM  
& HALDIA DOCK COMPLEX**

**AUGUST , 2009**

## **GENERAL CONDITIONS OF CONTRACT**

|     | CLAUSE  |     | PAGES         |
|-----|---|-----|---------------|
| 1.  | <b>AMENDMENT TO GENERAL CONDITIONS OF CONTRACT</b>  | ... | GC 1          |
| 2.  | <b>DEFINITION</b>   | ... | GC 2 – GC 3   |
| 3.  | <b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER'S REPRESENTATIVE</b>                          | ... | GC 3 – GC 5   |
| 4.  | <b>THE TENDER/OFFER AND ITS PRE-REQUISITES</b>  | ... | GC 5 – GC 9   |
| 5.  | <b>THE CONTRACT &amp; GENERAL OBLIGATIONS OF CONTRACTOR</b>                                     | ... | GC 9 – GC 14  |
| 6.  | <b>COMMENCEMENT, EXECUTION AND COMPLETION OF WORK</b>   | ... | GC 14 – GC 17 |
| 7.  | <b>TERMS OF PAYMENT</b>   | ... | GC 18 – GC 20 |
| 8.  | <b>VARIATION AND ITS VALUATION</b>  | ... | GC 20 – GC 22 |
| 9.  | <b>DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT</b>             | ... | GC 22 – GC 24 |
| 10. | <b>MAINTENANCE AND REFUND OF SECURITY DEPOSIT</b>   | ... | GC 24 – GC 25 |
| 11. | <b>INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &amp; ARBITRATION</b>                         | ... | GC 25 – GC 27 |
| 12. | <b>FORMS GC-1, GC-2 , GC-3</b>  |     |               |
| 13. | <b>FORM OF AGREEMENT</b>  |     |               |
| 14. | <b>PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE</b>   |     |               |
| 15. | <b>INTEGRITY PACT DOCUMENT: PROFORMA</b>  |     |               |
| 16. | <b>DRAFT Memorandum of Understanding between Ko.P.T. &amp; Transparency International India</b> |     |               |



**AMENDMENT**  
**TO**  
**GENERAL CONDITIONS OF CONTRACT**

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

Table under sub-clause (a)

| <b>PREVIOUS</b>         |  |  | <b>AS AMENDED</b>       |  |  |
|-------------------------|--|--|-------------------------|--|--|
| Estimated Value of Work | Amount of Earnest Money  |  | Estimated Value of Work | Amount of Earnest Money                      |  |
|                         | For Works Contract   | For Contract of Supplying Materials or Equipment only  |                         | For Works Contract                           | For Contract of Supplying Materials or Equipment only  |
| Up to Rs. 1,00,000=00   | 5% of the estimated value of work  | 1% of the estimated value of work  | Up to Rs. 10 Crore      | 2% of the estimated value of work            | 1% of the estimated value of work  |
| Over Rs. 1,00,000.00    | 2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-. | ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-. | Over Rs. 10 Crore       | 2% on first Rs. 10 Crore + 1% on the balance | ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-. |

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

Table under sub-clause (d)

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

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

## 1. DEFINITIONS

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

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

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

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works; and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 Provided also as follows : Engineer's Overriding Power
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
  - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
  - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. The tender must encompass all relevant aspects/issues. Site & Local condition.
  - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/ Specification/ Nature & extent of work to be done.

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

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

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| <p>3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.</p> | <p>Disclosure of Owner's name.</p> |
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| <p>3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.</p> | <p>Earnest Money and Security Deposit.</p> |
|--|--|

| Estimated Value of Work | Amount of Earnest Money  |  |
|-------------------------|--|--|
|                         | For Works Contract   | For Contract of Supplying Materials or Equipment only  |
| Up to Rs. 1,00,000=00   | 5% of the estimated value of work  | 1% of the estimated value of work  |
| Over Rs. 1,00,000=00    | 2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-. | ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-. |

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

| Class of Registration | Amount of Fixed Security | Financial Limit of Each Tender        |
|-----------------------|--------------------------|---------------------------------------|
| A                     | Rs. 25,000/-             | Any tender priced up to Rs.5,00,000/- |
| B                     | Rs. 10,000/-             | Any tender priced up to Rs.2,00,000/- |
| C                     | Rs. 5,000/-              | Any tender priced up to Rs.1,00,000/- |

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender without EM liable to rejection.
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

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| Value of Work   | % of Security Deposit for works contract.  | % of Security Deposit For contract of supply- ing materials & equipment only.   | Scale of S.D. recovery. |
|---|--|---|-------------------------|
| For works up to Rs.10,00,000/-.                                     | 10% (Ten percent)  | 1% (One percent)  |                         |
| For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/- | 10% on first Rs.10,00,000/- + 7½% on the balance.                                  | 1% on first Rs.10,00,000/- + ½% on the balance.                                 |                         |
| For works costing more than Rs.20,00,000/-                          | 10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance. | 1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance. |                         |

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.

S.D. for supply contracts to be deposited in advance.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

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

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

Mode of refund of S.D.

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

Forfeiture of S.D.



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

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

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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

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

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
  - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor not to publish photograph or particulars of work

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

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

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

Recovery from Contractor for Trustees' materials under normal circumstances

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

Recovery from Contractor for Trustees' materials under other circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

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

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

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.



- 5.11 On a written order of the Engineer or his Representative, the Contractor to suspend work on Order from Engineer or his Representative
- the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- (a) otherwise provided for in the contract, or
  - (b) necessary by reason of some default on the part of the contractor, or
  - (c) necessary by reason of climatic conditions on the site, or
  - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

## 6.0 TERMS OF PAYMENT :

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

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

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

- |     |   |  |
|-----|---|--|
| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.                        | Recovery for wrong and over payment        |
| 6.8 | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to Contractor      |
| 7.0 | VARIATION AND ITS VALUATION :   |  |
| 7.1 | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.   | Quantities in Bill of Quantities of Tender |
| 7.2 | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :   | Engineer's power to vary the works         |

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

- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

#### 8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

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

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

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

Default of the Contractors remedies & powers/Termination of Contract.

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

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall I in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

## 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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



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

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

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

**(TO BE SUBMITTED WITH COVER- I OFFER)**  
**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER (UNPRICED)**

To  
The Manager (I&CF),  
Haldia Dock Complex.

I/We \_\_\_\_\_

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

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

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

Dated :

\_\_\_\_\_  
(Signature of Bidder with Seal)

**WITNESS :**

Name of the Bidder :

Signature :

Name : (In  
Block Letters)

Address :

Address :

Occupation  
:

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**FORM G.C.1**

Contractor \_\_\_\_\_

Address -----  
-----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....  
.....  
.....

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

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

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 2000 to \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

Yours faithfully,

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
Name.....  
Designation.....  
OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work : .....

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

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

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

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
NAME.....  
DESIGNATION.....  
OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)  
Haldia Dock Complex  
Calcutta Port Trust  
Haldia.

(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

Name of work : \_\_\_\_\_

\_\_\_\_\_

Work Order No :- \_\_\_\_\_

Contract No. \_\_\_\_\_

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

and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**KOLKATA PORT TRUST**  
**PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - i. The said Tender/Offer & the acceptance of Tender/ Offer.
  - ii. The Drawings.
  - iii. The General Conditions Of Contract.
  - iv. Special Conditions Of Contract (If any).
  - v. The Conditions Of Tender.
  - vi. The Specifications.
  - vii. The Bill Of Quantities.
  - viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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



The Seal of \_\_\_\_\_

Was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

**OR**

**SIGNED SEALED AND DELIVERED**

By the said \_\_\_\_\_

In the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

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

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

**Proforma Of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.**

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To  
The Board of Trustees for the Port of Kolkata,  
15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for “ ” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees \_\_\_\_\_ only) to the EMPLOYER.

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

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to

exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs \_\_\_\_\_ (rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010 .....  
at .....

#### WITNESSES

-----  
(Signature)

-----  
(Signature)

-----  
(Name)

-----  
(Name)

-----  
(Official address)

-----  
(Designation with Bank Stamp)  
+ Attorney as per power of Attorney No.

Dated .....

# Integrity Pact

Between  
**Kolkata Port Trust (KoPT)** hereinafter referred to as “**The Principal/ Employer**”.

And

..... hereinafter referred to as “**The Bidder/Contractor**”

## **Preamble**

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

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

NOW, THEREFORE,

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

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

## **Section 1 – Commitments of the Principal/ Employer.**

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

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

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

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

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

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

### **Section 4-Compensation for damages**

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

### **Section 5-Previous transgression**

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

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

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

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

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

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

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

### **Section 9 – Facilitation of Investigation:**

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

### **Section 10 – Pact Duration:**

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

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

### **Section 11 – Other Provisions:**

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

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(For & on behalf of the Principal)

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(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.