

**HALDIA DOCK COMPLEX
KOLKATA PORT TRUST**



ENGINEERING DEPARTMENT INVITE E-TENDER

[Tender No. : SDM(P&E)/ T/67/2020-2021]

[E-TENDER No.: 2020_KoPT_567987_1]

FOR

DE-SILTATION OF "C" DECK OF OUTER CAISSON AND PRESSURE SUMP
ALONG WITH PUMP ROOM & LAC CLEANING OF OUTER & INNER
CAISSON FOR A PERIOD OF 2 (TWO) YEARS AT LOCK ENTRANCE
SECTION UNDER PLANT & EQUIPMENT (P&E) DIVISION OF HALDIA DOCK
COMPLEX (HDC), KOLKATA PORT TRUST (KOPT).

[Under single part system]

June - 2020

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KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
SHORT E-TENDER NOTICE

[Tender No. : SDM(P&E)/ T/67/2020-2021]

E-TENDER No.: 2020_KoPT_567987_1 dated June 29, 2020

Online e-tenders are invited for the work of “*De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)*”.

Closing date & time of online submission of e-tender : 20.07.2020, up to 16:00 Hrs. (IST)..

Estimated Cost : ₹ 16,08,000.00 (excluding GST).

For details of tender and any corrigendum / addendum, please visit

<https://eprocure.gov.in/eprocure/app> of Central Public Procurement Portal, Government of India.

or

<http://www.kolkataporttrust.gov.in> of Kolkata Port Trust.

However, intending bidder shall have to participate in bidding process through **<https://eprocure.gov.in/eprocure/app>** only.

General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
NOTICE INVITING E-TENDER

[Tender No. : SDM(P&E)/ T/67/2020-2021]

E-TENDER No.: 2020_KoPT_567987_1 dated June 29, 2020

E-Tenders, under single part system [Pre-qualification, Techno-commercial Bid and Price Bid, in one part] are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from the intending bidders, fulfilling the “Minimum Eligibility Criteria (MEC)” and possessing the required documents (mentioned below), for the work of “De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)”.

2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):

- 2.1.1** The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least Rs. 4,82,400.00. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder should upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-20 along with Audited Balance Sheets and Profit & Loss Accounts.

- 2.1.2** The bidder must have experience of having successfully completed “Similar Works” [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-

- a) Three similar completed works of contract value not less than ₹ 6,43,200.00 each.

Or

- b) Two similar completed works of contract value not less than ₹ 8,04,000.00 each.

Or

- c) One similar completed work of contract value not less than ₹ 12,86,400.00

The term “*similar works*” means -

“Carrying out de-silting/de-watering & mass cleaning of water, mud & slush etc.

Or

Carrying out any type of maintenance job at Port Sectors / Central Govt. / State Govt./ PSU / other reputed organisations”.

Note: The bidder should upload the scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients, indicating the date of completion, value of work done, etc.. Work Experience as a sub-contractor or supply contractor shall not be considered as requisite qualification.

2.2 DOCUMENTS TO BE UPLOADED

2.2.1 ESSENTIAL DOCUMENTS:

- i) Scanned copies of Audited Balance Sheets and Profit & Loss Accounts for the years 2017-18, 2018-19 and 2019-20.

- ii) Scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients, indicating the date of completion, value of work done, etc..

2.2.2 OTHER DOCUMENTS

The bidder should upload scanned copies of the following documents along with bids:

- i) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- ii) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- iii) Certificate for allotment of **Employees' Provident Fund (EPF) Code No. [Latest challan]** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
- iv) Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable.

If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.

- v) PAN Card, issued by Income Tax Department, Government of India.
- vi) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** to get benefit in this regard.

2.3 The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents (as mentioned in Clause no. 2.2.1) and Bid Document fee & Earnest Money Deposit, as applicable, is not submitted by the bidder.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

The bidding documents (in full) would be available in the following websites:-

- [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) of Central Public Procurement Portal.
- <http://www.kolkataporttrust.gov.in> of Kolkata Port Trust.

Corrigenda, Addenda, if any, would also be available in the aforesaid websites.

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the *electronic bidding process through the website* of Central Public Procurement Portal, Government of India ([https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app)) only.

General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust

SCHEDULE OF TENDER (SOT)

[Tender No. : SDM(P&E)/ T/67/2020-2021]

E-TENDER No.: 2020_KoPT_567987_1 dated June 29, 2020

3.1.	Name of work	::	De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)
3.2.	Tender Inviting Authority	::	General Manager (Engg.) Haldia Dock Complex, Kolkata Port Trust.
3.3.	Mode of Tender	::	e-Procurement System Online (Pre-qualification, Techno-commercial Bid and Price Bid, in one part) through https://eprocure.gov.in/eprocure / app of Central Public Procurement Portal, Government of India. <i>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</i>
3.4.	Estimated Cost	::	₹ 16,08,000.00 (excluding GST).
	i) Bid Document Fee (Cost of bidding documents)	::	The intending bidders should deposit ₹ 590.00 (Indian Rupees: Five hundred and ninety) only [including GST @ 18%], as Bid Document Fee (non-refundable) , to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank, payable at Haldia, otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
	ii) Earnest Money Deposit (EMD)	::	The intending bidders must deposit ₹ 32,160.00 (Indian Rupees: Thirty two thousand one hundred and sixty) only , as Earnest Money , to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank, payable at Haldia, otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
3.5.	Completion Period	::	Slot of de-siltation will be intimated by Sr. Dy. Manager (P&E), HDC, KoPT or his authorized representative 4 (Four) hours in advance from commencement of work for mobilization of manpower by contractor to carry out the subject job. The work is urgent in nature and must be commenced immediately on receipt of the site clearance from Sr. Dy. Manager (P&E), HDC or his authorised representative and have to be completed in all respects within 2.30 (Two and Half) hours for each occasions from the time of site clearance.

3.6.	Bid Validity	::	120 days.
3.7.	Security Deposit	::	10 % of the Contract Value excluding GST in the form of Bank Guarantee.
3.8.	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	20.07.2020, up to 16:00 Hrs. (IST). (Scanned copy of the DD/Banker's Cheque should be uploaded on line).
3.9.	i) Starting date & time of submission of e-Tender	::	30.06.2020 from 11:00 Hrs. (IST).
	ii) Closing date & time of submission of e-Tender	::	20.07.2020, up to 16:00 Hrs. (IST).
	iii) Date & time of opening of Bid (Techno-commercial Bid & Price Bid)	::	21.07.2020, 16:30 Hrs. (IST) onwards.
3.10.	Address of the Employer	::	Kolkata Port Trust (KoPT). 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.11.	Address of Engineer	::	General Manager (Engineering) Haldia Dock Complex ; Kolkata Port Trust. <u>Address:</u> Engineering Department Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India. Telephone no. : + 91-3224-263255 / 264496 e-mail : aganesan.hdc@kolkataporttrust.gov.in
3.12.	Address of the Engineer's representative	::	Sri. A. K. Kar Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building (1st floor), Chiranjibpur; P.O. Haldia; Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. Telephone no. : + 91-3224-252332 Mobile no. : + 91 94340 52489 e-mail : akkar.hdc@kolkataporttrust.gov.in

General Manager (Engineering)
Haldia Dock Complex
Kolkata Port Trust

SECTION - IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION

4.1 Introduction:

- 4.1.1** Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the **Central Public Procurement Portal (CPPP) , Government of India** , <https://eprocure.gov.in/eprocure/app>, before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

- 4.1.2** The intending bidders are requested to go through the “**Instructions To Bidders (ITB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.

4.1.3 SPECIAL NOTE:

THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) only.

- 4.1.4** Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with **CPPP** are pre-requisites for the instant e-Tendering.

- 4.1.5** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app).

- 4.1.6** All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.

- 4.1.7** The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).

- 4.1.8** E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.

- 4.1.9 The intending bidders are requested to submit their bids, keeping sufficient time in hand.**

- 4.1.10** In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / CPPP, well in advance, keeping sufficient time in hand.

Contact person (Haldia Dock Complex):

- (i) Sri. A. K. Kar
Designation : Sr. Dy. Manager (P&E),
Telephone no. : + 91-3224-252332
Mobile no. : + 91 94340 52489
e-mail : akkar.hdc@kolkataporttrust.gov.in
- (ii) Shri M. Maji
Designation: Asst. Manager (P&E)
Mobile No.: + 91 9800366397

E-mail : mmaji.hdc@kolkataporttrust.gov.in

Contact persons (CPP Portal):

Shri Nazmush

Mobile No.: + 91 9563251950

E-mail : webhelpdesk@gmail.com

See also CPP Portal for contact details.

4.1.11 Bidding in e-tender:

- i) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- ii) Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- iii) 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 bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- iv) **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC)** shall have to be submitted (uploaded) to get benefit.
- v) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- vi) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

4.2 Other Instructions related to e-Procurement:

- 4.2.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with CPPP. The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.2.2** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 4.2.3** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of CPPP.

Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the

intending bidders are requested to check the website of CPPP to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.

- 4.2.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.
- 4.2.5** HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.2.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.2.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 4.2.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.2.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.2.10** HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

4.3 Opening of Bid [Pre-qualification & Techno-commercial Bid and Price Bid] :

- 4.3.1** The Bids (Pre-qualification & Techno-commercial Bid and Price Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).

SECTION - V

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations :

- (a) the term “in writing” means communicated in written form (i.e. by mail, e-mail, fax, telex, etc.) and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day; and
- (d) “procurement” means the entire work requirements, as specified in **Section VI Technical Specification**.

5.2 Fraud and corruption

5.2.1 It is the policy of **Kolkata Port Trust (KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **KoPT** :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
 - (iii) “**collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial , non competitive levels;
and
 - (iv) “**coercive practice**” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) Will terminate contract, if it determines at any time that representatives of KoPT engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have,

directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;

and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors, subcontractors, and consultants to permit KoPT to inspect their accounts and records and other documents relating to the bid submission and contract performance.

5.2.2 Furthermore, bidders shall be aware of the provision stated in GCC.

5.3 Eligible bidders

5.3.1 A Bidder, and all parties constituting the Bidder, **should have the nationality of any country**. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

5.3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

- (a) Submit more than one bid in this bidding process.

Or

- (b) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by **KoPT** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under the instant Bidding Documents.

5.3.3 Participation by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

5.3.4 A Bidder that is under a declaration of ineligibility by **KoPT**, in accordance with **ITB Clause No.5.2**, at the date of contract award shall be disqualified.

5.4 Authority in signing the bid / offer

5.4.1 In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.

5.4.2 In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s), subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the

case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.

5.4.3 In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.

5.4.4 Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

B. CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

5.5.1 The contents of the **Bidding Documents** as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum issued in accordance with **ITB Clause No. 5.7**.

5.5.2 The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.

5.5.3 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

5.6 Clarifications, information, etc. for bidding

5.6.1 There would not be any Pre-bid meeting. However, a prospective bidder requiring any clarification of the instant Bidding Documents shall contact **Asst. Manager (P&E), Lock entrance, HDC**.

5.6.2 The Bidder shall be deemed to have **examined** thoroughly the instant Bidding Documents, in full, [considering all addenda / corrigenda issued (if any)], **visited the site & surroundings** and to have **obtained all necessary information in all the matters** whatsoever that might influence while carrying out the job as per the conditions of the instant **Bidding Documents** [considering all addenda / corrigenda issued (if any)] and to satisfy themselves to sufficiency of their bid, etc. If they shall have any issue to be clarified, the same should be brought to the notice of **KoPT**, in writing, as set out in **ITB**.

The bidders are advised to acquaint themselves with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal & Government of India and other statutory bodies from time to time. The Bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may be necessary for preparing the Bid.

Visiting the site shall be at the bidder’s own expense. Failure to visit to site

will no way relieve the Contractor (successful Bidder) of any of their obligation in performing the work and liabilities & responsibilities thereof, in accordance of the contract.

- 5.6.3** Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant “Scale of Rates” of KoPT, available at <http://www.kolkataporttrust.gov.in/> of Kolkata Port Trust], to visit the site, for the purpose of inspection only, on receipt of a formal written request. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means.

Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission , would not have arisen.

The prospective bidder will be liable to indemnify KoPT against any loss or damage to the property of KoPT or neighbouring property which may be caused due to any act of prospective bidder or their designated representative(s).

5.7 Amendment of Bidding Documents

- 5.7.1** At any time, prior to the last date for submission of bids, **KoPT** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.
- 5.7.2** Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.
- 5.7.3** To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, KoPT may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

C. PREPARATION OF BIDS

5.8 Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **KoPT** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.9 Language of Bid

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and KoPT, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

5.10 Documents comprising the Bid

5.10.1 The Bid shall comprise of the following :-

(a) Pre-qualification and Techno-commercial Bid:

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of CPPP only.

5.11 Form of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**”. This form **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

5.12 Price Schedule

5.12.1 The Bidder shall quote percentage (%) [above / below / at par] on-line (**through CPP portal only**) as per the **Price Schedule** (Bill of Quantities) in the Price bid, without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation.

5.12.2 The Bidder should submit (upload) the **unpriced** format [Bidding Form VI : **PRICE SCHEDULE**], of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

5.13 Bid Prices

5.13.1 The percentage (%) [above / below / at par] is to be quoted by the Bidder **through CPP portal**, considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

5.13.2 Except where otherwise expressly provided, the contractor shall have to provide all materials, labour, plant and other things necessary in connection with the contract, although everything may not be fully specified, and although there may be errors and omissions in the specifications.

5.13.3 The percentage (%) [above / below / at par] entered (electronically through CPP Portal) by the **Bidder**, shall be based on the Price Schedule, which include, inter alia, all costs and expenses involved in or arising out of the following:

(a) Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with **Technical Specification (Section VI)**] and equipment at site.

(b) The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.

- (c) The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.
- (d) All required first aid, welfare and safety requirements.
- (e) Damage caused to the work and /or construction, plant, materials and consumable stores caused by weather.

5.13.4 Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement, which may be considered, while submitting their rates in the offer.

5.13.5 Rates & amounts shown in the “**PRICE SCHEDULE**”, include all incidental charges [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

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

In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.

5.13.6 All price(s), based on the quoted percentage, will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.

However, changes in **statutory taxes & duties [other than GST]** will be **adjusted** (within the scheduled completion period), based on documentary evidence.

5.13.7 The Bidder should clearly understand that they shall be strictly required to conform to all terms & conditions of the instant Bidding Documents [considering all addenda / corrigenda (if any) issued], as contained in each of its clauses and **plea of “Customs Prevailing”** will not be, in any case, admitted as excuse on their part, for infringing any of the terms & conditions.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the successful Bidder has not understood the work envisaged in the instant contract.

5.14 Currencies of Bid

The **Bidders** should quote the prices in **Indian Rupees (₹)** only.

5.15 Period of validity of bids

5.15.1 Bids shall remain valid for the period of **120 days** after the bid submission deadline date (considering extension thereof, if any) as prescribed in **ITB**. A bid, valid for a shorter period, shall be rejected by **KoPT**, treating the same as non-responsive.

5.15.2 In exceptional circumstances, prior to the expiration of the bid validity period, **KoPT** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money**

Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **KoPT**, in writing.

5.16 Earnest Money Deposit (EMD)

5.16.1 The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

5.16.2 Earnest money and cost of bidding document are to be physically deposited at the office of Dy. Manager (P&E), Haldia Dock Complex, Township Electrical Maintenance Office ,P.O: Haldia Township, Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India, separately in a single sealed envelope, mentioning Tender no. with proper marking Demand Draft/ Banker's Cheque / Pay Order etc. against Earnest money and cost of bidding document, should be submitted / deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Bidding Document.

5.16.3 Failing to deposit the Earnest Money, in accordance with ITB, shall be rejected by the Employer (KoPT), treating the same as non-responsive.

For exemption of EMD the bidder is required to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

5.16.4 Refund of Earnest Money Deposit:

Earnest Money Deposit of the successful bidder shall be retained by KoPT and Earnest Money Deposit of the unsuccessful bidders shall be refunded, without interest, within 2 (two) months from the date of opening of Bids or on finalization/acceptance of tender, whichever is earlier.

In case the bid of the **successful bidder** is found acceptable to **KoPT** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **KoPT** till submission of **“Performance Guarantee / Security Deposit”** (in accordance with **ITB**) and signing of the **Contract Agreement** by **KoPT** and the Contractor (in accordance with **ITB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

5.16.5 No interest shall be payable on the account of Earnest Money Deposit in any case.

5.16.6 Forfeiture of Earnest Money Deposit :

The EMD may be forfeited

- (a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Kolkata Port Trust, Haldia Dock Complex in writing) making it unacceptable to the

or,

- (b) if the successful bidder,
 - i) fails to submit the Performance Guarantee / Security Deposit (as per SCC) for the specified sum and in the specified form, within the stipulated time;
 - and / or,
 - ii) fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

D.

SUBMISSION AND OPENING OF BIDS

5.17 Submission of bids

- 5.17.1** Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through CPPP only**.
- 5.17.2** The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pr-qualification Criteria and Techno-commercial Bid**.
- 5.17.3** Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **ITB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.
- 5.17.4** Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.
- 5.17.5** The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, Kolkata Port Trust**.
- 5.17.6** The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website of **CPPP** only. *No hardcopy of priced "Price Schedule" is required to be uploaded.*

5.18 Techno-commercial offer

- 5.18.1** No techno-commercial deviation and variation will be considered by KoPT, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.
- 5.18.2** If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **KoPT**.

5.19 Priced offer

The Bidder should quote the percentage appropriately in the PRICE BID, electronically, through the website of **CPPP** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation.*

5.20 Deadline for submission of bids

5.20.1 Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.

5.20.2 **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.21 Late Bids

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

5.22 Withdrawal of bids

5.22.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

5.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the “**FORM OF TENDER**” or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.

5.22.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.

5.23 Bid opening [including Price Bid]

5.23.1 The bids [**including Price Bids**], will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**.

5.23.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

E. EVALUATION OF BIDS

5.24 Confidentiality

5.24.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

5.24.2 Any attempt by a Bidder to influence **KoPT** in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.

5.24.3 Notwithstanding **ITB Clause No. 5.24.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact **KoPT** on any matter related to the bidding process, they should do so in writing.

5.25 Clarification of bids

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (**KoPT**) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (**KoPT**) may also ask any bidder to withdraw any

terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

5.26 Deviations, reservations and omissions

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

5.27 Responsiveness of bids

5.27.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with **ITB**.

5.27.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, KoPT's rights or the bidder's obligations under the proposed contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

5.27.3 Bidders shall not contain the following information / conditions to consider them responsive :

- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
- (b) Adjustable prices, other than the provisions stated in **ITB**.

5.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by KoPT and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

5.28 Nonconformities, errors and omissions

5.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard,

the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.

Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.

5.28.2 KoPT shall examine the bids [including the further documents / clarifications received in accordance with **ITB**] to confirm that all documents requested in **ITB** have been provided and to determine the completeness of each document submitted.

5.28.3 Provided that a bid is substantially responsive, **KoPT** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

5.29 Examination of Pre-qualification Criteria

5.29.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.

5.29.2 KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

5.29.3 In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to **KoPT**, the respective bid will be treated as non-responsive and "Price Bid" of the respective Bidder will not be considered further.

5.30 Examination of Techno-commercial offer

5.30.1 After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.

5.30.2 KoPT shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification (Section VI)**, **GCC (Section VII)** and **SCC (Section VIII)** have been accepted by the bidder without any material deviation or reservation or omission.

5.30.3 If on examination of the "**Techno-commercial Bid**" of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], "**Price Bid**" part of such bidder(s) will not be considered. Decision of **KoPT** on this matter shall be final.

5.31 Examination of Price Bid

PRICE BIDS of the bidders, who qualify in the "Pre-qualification & Techno-commercial Bid", will only be considered for evaluation.

5.32 Comparison & Evaluation of Price-Bid and selection of Successful Bidder

5.32.1 While evaluating the Price Bids, the percentage (%) [above / below/ at par] quoted by the bidders shall be taken into account and accordingly **TOTAL PRICE** [considering all items of the "Price Schedule"], will be arrived at. Selection of the successful bidder will be made on the basis of overall lowest offer, thus arrived, subject to fulfilment of all terms & conditions of the instant

Bidding Document.

- 5.32.2** In case it is found that the quoted **percentage (%)** [**above / below/ at par**] is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit their fresh Price Bid, subject to the condition that the revised “ **TOTAL PRICE** [considering all items of the “**Price Schedule**”] arrived, considering the fresh **percentage (%)** [**above / below / at par**], must be less than the “ **TOTAL PRICE**” arrived earlier.
- 5.32.3** The MSE’s registered with NSIC / DIC shall not be eligible to get any benefit other than exemption from payment of EMD & Cost of Bidding Document as per New Public Procurement Policy as notified by the Govt. of India, Ministry of Micro Small & Medium Enterprises (MSME) in the Gazette of India vide no. 503, dated 26.03.2012, as splitting of the work can not be done, it being a composite work.
- 5.32.4** It is not obligatory on the part of **KoPT** to accept the lowest bid. They reserve the right to accept a tender in full or in part and / or reject a tender without assigning any reason thereof.
- 5.32.5** In the event of acceptance of tender in part, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s), based on the percentage quoted in the Price Bid and tender terms & conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole, no plea for subsequent withdrawal or the amendment will be entertained.
- 5.33 KoPT’s right to accept any bid and to reject any or all bids**
- 5.33.1** **KoPT** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

E.

AWARD OF CONTRACT

- 5.34** Subject to **ITB Clause No. 5.33.1**, **KoPT** shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid [as per **ITB Clause No. 5.32**] and is substantially responsive to the Bidding Documents.
- 5.35 Notification of award**
- Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, **KoPT** shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract. Such order letter shall specify the “**Contract Price**” in line with **GCC Clause No. 7.1.4 a**).
- 5.36 Signing of contract agreement**
- 5.36.1** After placement of order, **contract agreement** [as per the form furnished in **Section- XI**] should be executed between **Kolkata Port Trust** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **₹50.00**] & **dummy papers**.
- 5.36.2** The **contract agreement form & Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.
- 5.36.3** Two sets of executed **Contract Agreement**, duly signed by authorised person of **KoPT** & authorized person of the Contractor (**Successful Bidder**), will be kept under **KoPT**’s custody, after affixing the Common Seal of **KoPT**.
- One set of such **executed Contract Agreement** will be handed over to the

Contractor for their record & future reference.

- 5.36.4** Total process of executing contract agreement should be completed within 14 days of issuance of “Letter of Acceptance” by KoPT. Until such contract agreement is executed, the other documents referred to the definition of the term “Contract” [GCC Clause], shall collectively be the contract.

5.37 Performance Guarantee / Security Deposit

- 5.37.1** Within 28 (twenty-eight) days of issuance of “Letter of Acceptance” by KoPT, the Successful Bidder shall provide the **Performance Guarantee / Security Deposit** in accordance with the **Special Conditions of Contract**.
- 5.37.2** Failure of the successful bidder to submit the above-mentioned **Performance Guarantee / Security Deposit** or sign the contract agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the **EMD** in accordance with **ITB**.
- 5.37.3** All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.
- 5.37.4** No interest / charge, of whatsoever nature, shall be paid by **KoPT** on the amount of Performance Guarantee / Security Deposit, held by them (as per **SCC**) at any stage.

SECTION - VI

SCOPE OF WORK

A. Scope of HDC:

HDC will provide feeder pump, submersible pump, if required, jetting hose, lamp with holder, ambulance & available tools & tackles etc. as would be required to carry out the subject work

B. Scope of Contractor:

The contractor will deploy necessary manpower, as would be required to carry out the subject work. All expenses pertaining to manpower will be on contractors account. Operation & troubleshooting of RG and existing electrical system i.e. existing pump starters & light fittings, which will be used during execution of subject work, shall be under the scope of contractor.

- 1) Complete de-silting of accumulated silt on “C” deck of Outer Caisson and de-siltation of Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for Lock Entrance of HDC, Kolkata Port Trust with the help of water jetting & accumulated slurry/mud from C deck to be dumped to the river through pressure sump by suction with deployment of necessary manpower as would be required to carry out the subject work. The dimension of the “C” deck is approximately 142’ x 24’. The dimension of the Pressure Sump of Outer & Inner Caisson 4370 mm x 2140 mm x 6324 mm. Pressure sump of Outer & Inner caisson can accommodate 59 Ton water. There is approximately accumulated soft and hard silt of height 1 to 2 feet & 3 feet at “C” deck & pressure sump respectively as per the experience.
- 2) Necessary Manpower will be arranged by the contractor for execution of the job.
- 3) The work has to be carried out with utmost precautions so that no damage is done to the “C” deck & pressure sump and its adjoining areas.
- 4) HDC, KoPT has right to assess the progress of de-siltation work for final assessment of completion of work.
- 5) The subject work is to be carried out in presence or guidance of representative of HDC, KoPT. Site clearance for execution of the job will be given by HDC, KoPT.
- 6) The de-siltation of C deck & de-siltation of Pressure Sump along with Pump Room & LAC cleaning of Outer Caisson is to be carried out twice in every month and de-siltation of Pressure Sump along with Pump Room & LAC cleaning at Inner Caisson is to be carried out every month.
- 7) To carry out the de-siltation job the following procedures are to be done one after another :

Pre de-siltation scope:

- a) Full water filling of both UST (F1 & F15) and PAT (F1 & F15) tanks by opening 04 nos. 18’’ dia valve (v-19, 20, 39 & 40).
- b) Closing of all valves of UST & PAT tanks, once both UST & PAT tanks have become full.
- c) Closing of Pressure-Sump valves. (16’’ dia. V- 25/26 or 27/28).
- d) Opening of 04 nos. Surface Drainage main valves (18’’ dia. V- 21, 22, 37 & 38).
- e) Opening of at least 02 nos. Caisson pump out of 3 nos. Caisson pump valves (16’’ Dia. V- 50, 51 & 52).
- f) Closing of all jetting line valves (16’’ dia. V- 43/44 & 47/49).
- g) Opening of Direct discharge line valves (16’’ dia. V- 46/48 & 41/42).
- h) Opening of all surface drainage valves (5’’ dia V- 54,55,56,57,58,59,60,61,& 62).
- i) By-passing of existing float switch installed at Pressure-Sump.
- j) Testing of Feeder Pump (30HP centrifugal pump) installed beside Outer Camber near MH-1.

Readiness of required fire hose pipe along with nozzles with the jetting pump header for cleaning work

Main de-siltation scope :

- a) After closing of Inner caisson gate along with RG-9,11 & 10, 12, opening of Outer RG (RG-1,3 & 2,4) for levelling of water between Barrel and River.
- b) Waiting for water level i.e. draft 1.60 mtrs. at River.
- c) Starting of de-siltation work, when river draft is 1.60M.
- d) Closing of 06 nos. Caisson Penstock & running of 02 nos. Caisson Pump for "C" deck dry.
- e) Starting of "C" Deck cleaning work by water jetting and must be completed within Low water of Haldia (LWH), specified in the tide table, on that particular date.
- f) After cleaning, all deployed manpower should come out from the 'C' deck. Thereafter, 6 nos. caisson penstocks to be opened.

Post de-siltation scope :

- a) Dismantling of all hoses and shifting the same at Lock Entrance Store.
 - b) Closing of all surface drainage main valves (V- 21,22,37 & 38).
 - c) Adjustment of water at both UST & PAT tanks by opening valves related to UST and PAT (V- 19,20,39 & 40) & operating 02 nos. Caisson Pump, as per requirement.
 - d) Closing of all valves of UST and PAT after water adjustment.
 - e) Closing of all surface drainage valves simultaneously (V – 54,55,56,57,58,59,60,61 & 62).
 - f) Closing of valves of direct discharge line.
 - g) Opening of both sides jetting line.
 - h) Opening of valves of Pressure-Sump.
 - i) Withdrawn of by-passing of existing float switch installed at Pressure-Sump.
 - j) Closing of RG-1,3 & 2,4 ,if required.
 - k) At the end, handing over the caisson to Shift-In-Charge of Lock for normal operation.
- 8) De-siltation of Pressure Sump along with Pump Room & LAC cleaning at Outer Caisson to be carried out immediately on the next day after 'C' deck de-siltation. The program of de-siltation of Pressure Sump along with Pump Room & LAC cleaning at Inner Caisson to be intimated separately.
- 9) To carry out the Pressure Sump de-siltation along with Pump Room & LAC cleaning job at Outer & Inner Caisson, the following procedures are to be done one after another
- a) Increasing of water at both UST tanks to 1'6" by opening V- 19, 20 & 35, 36.
 - b) Closing of pressure sump valve 25, 26 or 27, 28.
 - c) Closing of all jetting line valve - 47, 49 & 43, 44.
 - d) Opening of at least one side direct discharge line valve – 46, 48 & 41, 42.
 - e) By-passing of existing float switch installed at Pressure-Sump.
 - f) Drying of pressure sump by running one no. caisson pump.
 - g) After pressure sump drying, starting of water jetting for cleaning.
 - h) Cleaning of Pump Room & LAC after Pressure sump cleaning.
 - i) Opening of valve – 25, 26 or 27, 28 after pressure sump cleaning.
 - j) Adjustment of water at both UST tanks (F1 & F15) by running caisson pump or 10 HP discharge pump.

10) Manpower :

"C" Deck De-siltation: The contractor has to deploy necessary manpower which shall comprise of at least 1 (one) head Supervisor, 5 (five) head Highly Skilled Labours & 11 (eleven) head Un skilled personnel during execution period of "C" deck de-siltation. Out of 5 (Five) head Highly Skilled Labours, 1 (one) head Highly Skilled Labours shall be from electrical background, who will perform operation & troubleshooting of electrical system & RG, if required. Supervision of the entire job has to be executed at site in close co-ordination with concerned officials of HDC, KoPT.

Pressure-Sump De-siltation along with Pump Room & LAC cleaning at Outer & Inner Caisson : The contractor has to deploy necessary manpower which shall comprise of at least 1 (one) head Supervisor, 2 (two) head Highly Skilled Labours & 3 (three) head Un skilled personnel during execution period of Pressure-Sump De-siltation along with Pump Room & LAC cleaning at Outer & Inner Caisson. Out of 5 (Five) head Highly Skilled Labours, 1 (one) head Highly Skilled Labours shall be from electrical background, who will perform operation & troubleshooting of electrical system & RG, if required. Supervision of the entire job has to be executed at site in close co-ordination with concerned officials of HDC, KoPT.

Operation & troubleshooting of electrical system i.e. existing pump starters & light fittings, which will be used during execution of subject work, shall be under the scope of contractor. The deployment of man power shall have to be increased depending upon the prevailing emergency situation without claiming any extra cost.

SECTION – VII

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **Inspection of Site:** The prospective bidder shall carefully examine the whole tender document and 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 Asst. Manager (P&E), Lock Entrance, Haldia Dock Complex at his office at Lock Entrance Site, Haldia for collecting information about the work and site before submission of the tender. No excuse will be entertained afterwards on the above grounds. 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 will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.
2. At any time, prior to the last date of submission of Tenders, HDC, KoPT reserves the right to amend and modify the Tender Document. Such amendment shall be hosted in HDC, KoPT's aforesaid website & CPPP and HDC, KoPT would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderers. HDC, KoPT may, at its discretion, alter any of the major dates like last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment / modification.
3. **Relevant GST Clause:**
 - (a) Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
 - (b) The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's account and is finally available to the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
 - (c) Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in consideration payable.
 - (d) Supplementary invoices/debit note/credit note for price revision to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
 - (e) The purchase order/work order shall be void, if at any point of time you are found

to be blacklisted dealers per GSTN rating system and further no payment shall be entertained.

4. The staff provided by the contractor to HDC, KoPT are in case found to be indulging in any undesirable or unfair activities in the premises of HDC, KoPT, the contractor will solely be responsible for all the consequences apart from the liberty of HDC, KoPT office to lodge complaints before appropriate authorities.
5. **Taxes & Duties:** The rate quoted by the Tenderer should be considered to complete the work in all respect and should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.
6. **Protection of existing service:** The contractor must pay full attention to the fact that the existing service facilities for HDC, KoPT are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear is the same are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work consider necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.
7. The rate quoted in the tender shall hold good and shall be binding on the Tenderer. No escalation on the rates will be entertained during the contractual period.
8. An agreement shall have to be executed at the expense of the contractor within 15 days from the date of issuance of 'Order Letter' by successful tenderer on a non-judicial stamp paper of at least Rs 50/- as per format enclosed with the General Conditions of Contract. All correspondence between the contractor and KoPT and all documents to be submitted from the date of opening of tender till the submission of the Security Deposit should form part of the contract agreement.
9. The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/Regulations/Bye- laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.
10. While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.
11. **Priority of Contract Documents:** The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

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

sequence:-

- a) Letter of Intent (LoI) / Work Order
 - b) Special Conditions of Contract
 - c) Scope of work and Terms of Payment
 - d) Bill of Quantities
 - e) Instructions to the Tenderer
 - f) General Conditions of Contract
 - g) Any other document(s) forming part of the Contract.
12. **Termination of contract and Risk Purchase Clause:** Will be applicable as per clause No. 8 of KoPT's General Conditions of Contract.
13. All other terms and conditions excepting those mentioned separately shall be governed by KoPT's General Condition of Contract.
14. 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.
15. **Supply of water:**
Billing against supply of water will be done on the basis of actual consumption recorded through water meter at the rate **INR 38.65 (including overhead charges @ 19.25%) per KL of Fresh Water** [As directed by **TAMP (Tariff Authority for Major Ports)**], with **escalation @ 5% per annum**.
- The **water consumption charges** [based on the prevalent rates of KoPT, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).
16. **Supply of Electricity:**
Electricity charges will be determined on the basis of **Chargeable Unit (kWh)** [actual **Unit (kWh) consumed** (recorded through Energy Meter) **plus 3%** on actual Unit consumed] and applicable rate of **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**. Billing will be done on the basis of **Electricity charges** and overhead charges @ 19.25% [on the aforesaid **Electricity charges**] as per the notifications of **Tariff Authority of Major Ports (TAMP)**.
- The **Electricity consumption charges** [based on the prevalent rates of **WBSEDCL**, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).
17. **Completion period:** Slot of de-siltation will be intimated by Sr. Dy. Manager (P&E), HDC, KoPT or his authorized representative 4 (Four) hours in advance from

commencement of work for mobilization of manpower by contractor to carry out the subject job. The work is urgent in nature and must be commenced immediately on receipt of the site clearance from Sr. Dy. Manager (P&E), HDC or his authorised representative and have to be completed in all respects within 2.30 (Two and Half) hours for each occasions from the time of site clearance.

18. **Payment terms:** 100% of the contract price shall be paid within 30 (Thirty) days after completion of work and issuance of work done certificate by the Asst. Manager (P&E), Lock Entrance after checking of work, if required. Contractor will be allowed to submit the bill once in each month.

The bills should be submitted, in quadruplicate, to the office of the Sr. Dy. Manager (P&E), along with all relevant documents like work done certificate [duly signed by Asst. Manager (P&E), Lock Entrance or his authorised representative] etc.

Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

- a) Savings/Current Account Number:
- b) Name of the Bank:
- c) Name of the Branch and address thereof:
- d) RTGS Code of the Branch

19. **Penalty:**

Penalty will be imposed due to any of the following:

- a) Late completion of work which may lead to cancellation of vessel, in such case, Rs. 20,000 on each occasion will be deducted from the contractor's monthly bill.
- b) Less availability of manpower during execution of work :
Rs. 1000.00 per labour shortage subject to maximum Rs. 5,000.00 on each occasion will be deducted from contractor's monthly bill.
- c) An amount will be deducted for any damage to the trustees property which will be based on at actuals. The same have to be made good or the payment for the said damage have to be paid separately.

In-spite of site clearance, if the program of de-siltation is cancelled due to vessel movement, then HDC will make 20 % (Twenty) payment of particular job on each such occasion.

20. **Tools and Tackles:** All necessary tools and tackles, fixtures and any other arrangements as would be felt necessary by the contractor to carry out the tendered work, shall have to be arranged by them at their own cost and liability.

21. **Force Majeure:** In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which such Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike {excluding that of the contractor's contractor(s) or the sub-contractor's employees}. Upon the occurrence of such case 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 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

22. **Site Conditions & Method of Work:** The work has to be carried out at the operational

area, proper planning has to be taken so that movement of lock gate would not be hampered at any way. The sequence of work shall have to be programmed by the successful Bidder without hampering the existing operational activities in the surrounding areas also. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

23. 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.

24. Compliance with EPF & 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 (P&E).

25. Compliance with ESI ACT:

If applicable , the successful bidder will have to comply with provisions of “Employers State Insurance Act –1948”, along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees’ contribution as applicable percentage of the wages of each of the employees’ and shall deposit the same together with employer’s contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable

compensation.

The contractor will be required to submit Photo copies of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E).

26. The prospective bidder shall have to submit acceptance of all terms & conditions of the instant Tender.
27. **Safety** : The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

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

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

28. **Gate Pass/Permit** : In connection with execution of the order, necessary Gate pass (es)/Permit (s) for entering into the Dock Area will be provided on chargeable basis at per with prevailing rate of HDC.

The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Permits:

- a) All representatives and workers of the contractor shall possess the Dock Permit issued by Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, free of cost. A token charge per person per occasion will be levied for creation of new IDs in the permit system. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.
 - b) The Contractor shall ensure that any Permit issued to their workmen or representative by the Permit Office are not misused by unauthorized persons for entry into the protected dock area.
 - c) It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
 - d) The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.
29. **Good Conduct**: If a bidder has had previous history of "defined misconduct"(such as banning from/ by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be ignored.
30. Initially, the contract will be for a period of 2 (two) years and on expiry of the contract & based on the performance, H.D.C., KoPT reserves the right to enter into a fresh contract for such period and such terms as may be mutually agreed upon by the parties.

SECTION – VIII

BIDDING FORMS

BIDDING FORM – I

MINIMUM ELIGIBILITY CRITERIA

[To be filled up and uploaded, duly signed & stamped]

(I) ANNUAL TURNOVER STATEMENT

The annual turnover of(name of the bidding firm), **for the years 2017-18, 2018-19 and 2019-20** , based on the **Balance Sheets and Profit & Loss Accounts**, are given below:

Financial years	Turnover (as per Auditor's Report / Balance Sheet) [in ₹]
2017-2018	
2018-2019	
2019-2020	
<i>Total</i>	
<i>Average Annual Turnover</i>	

SIGNATURE OF CHARTERED ACCOUNTANT ::

NAME OF CHARTERED ACCOUNTANT ::

(COMPANY SEAL)

NOTE : Copy of Balance Sheets and Profit & Loss Accounts enclosed with sealed & signed.

(II) TECHNICAL EXPERIENCE

Sl. No.	Contract No. / Order No. and date	Name of the Employer and Place of work	Contract value [in ₹]	Date of completion of work	Page number(s) of reference / supporting document (s), uploaded.

BIDDING FORM-II**OTHER DOCUMENTS**

[To be filled up and uploaded, duly signed & stamped]

	Requirement	Submitted/Not submitted [Put √ if submitted & X if not submitted]	Validity/ For the month of
a)			
i)	GST Registration Certificate.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
ii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
b)			
i)	Profession Tax Clearance Certificate (PTCC) <u>OR</u> Profession Tax Payment Challan (PTPC)	<input type="checkbox"/> If submitted, Page Number(s):	
		<input type="checkbox"/> If submitted, Page Number(s):	
ii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.
c)			
i)	Certificate for allotment of EPF Code No.	<input type="checkbox"/> If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Latest EPF Payment Challan.	<input type="checkbox"/> If submitted, Page Number(s):	
iii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, Page Number(s):	Not applicable.

d)			
i)	Registration Certificate of ESI Authority.	<input type="text"/> If submitted, Code No.: Page Number(s):	Not applicable.
ii)	Affidavit, Declaration and Indemnity Certificate.	<input type="text"/> If submitted, Page Number(s):	Not applicable.
e)	PAN Card	<input type="text"/> If submitted, PAN No.: Page Number(s):	Not applicable.
f)	MSME / MSE / DIC / SSI / NSIC certificate	<input type="text"/> If submitted, Page Number(s):	
g)	Power of Attorney	<input type="text"/> If submitted, Page Number(s):	Not applicable.

BIDDING FORM-III**GENERAL INFORMATION OF THE BIDDER**

[To be filled up and uploaded, duly signed & stamped]

1.	Bidder's Legal Name (IN CAPITAL LETTERS)		
2.	a)	Country of registration.	
	b)	Year of registration.	
	c)	Legal address in country of registration.	
	d)	URL of the bidder.	
3.	Information regarding bidder's authorised representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	

4.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
5.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company .		
6.	Details of the Banker(s) :		
	a)	Name of the Banker(s) in full.	
	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	
7.	Bank details for ECS payment :		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	RTGS code of the branch.	

	f)	MICR code of the branch.	
8.	Income Tax and Goods & Services Tax (GST) details (if applicable):		
	a)	Permanent Account Number (PAN)	
	b)	GST Registration Number (GSTIN)	
9.	Employees' Provident Fund (EPF) Code No.		
10.	Employees' State Insurance (ESI) Code No.		
11.	Mainlines of business		

BIDDING FORM-IV

FORMAT FOR DECLARATION

[To be printed on the bidder's Letter Head and uploaded after signing]

To,
General Manager (Engg.)
Haldia Dock Complex ;
Kolkata Port Trust.

Name of Work :

De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT).

Tender No. : Tender No. : SDM(P&E)/ T/67/2020-2021

E-Tender No.: E-TENDER No.: 2020_KoPT_567987_1

I, the authorized signatory of the (Name of Tenderer) do hereby declare / confirm that :

* I / We have not been **debarred**, **banned** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.

I / we have not made any **addition** / **modification** / **alteration** in the **Bidding Documents** (including Bidding Forms & Contract Forms) hosted in the websites.

The percentage above / below / at par have been quoted in the Price Bid, electronically, through the website of CPPP only and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid.

No extraneous conditions (like "Not Applicable", conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

* In case the **firm** has been debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

BIDDING FORM-V

[To be printed on the bidder's Letter Head and uploaded after signing]

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

Ref. No.....

Date

To,
General Manager (Engg.)
Haldia Dock Complex ;
Kolkata Port Trust.

Name of Work : De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT).

Tender No. : Tender No. : SDM(P&E)/ T/67/2020-2021

E-Tender No.: E-TENDER No.: 2020_KoPT_567987_1

Dear Sir,

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

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

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

BIDDING FORM-VI

PRICE SCHEDULE

Preamble:

1. The “**Price Schedule**” is to be read in conjunction with the “ **Instructions To Bidders (ITB)**” and other terms & conditions [including **Technical Specification**] of the Bidding Document, considering all addenda / corrigenda (if issued).
2. This being a percentage rate tender, the Bidder shall quote their rate on-line , as percentage above / below / at par with the estimated amount put to tender, based on their own analysis.
3. The quantities given in this **Price Schedule** are indicative only, which may vary (both upward & downward) during execution.
4. Estimated Rates, shown in this **Price Schedule** , include all incidental charges and all taxes & duties of Central/ State/ Local bodies [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding, loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.
GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.
5. The contractor will be required to submit GST compliant invoice with all required details and also be required to file timely and proper return so as to enable KoPT to get due credit against GST paid.
In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.
6. The price(s) , based on the quoted percentage, should remain firm till all the jobs are completed. No Price escalation is admissible other than statutory increase in Taxes & Duties (within the scheduled completion period).
7. Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
8. Tools, Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for execution of the whole work will have to be arranged by the Contractor, at their own risk, cost & arrangement.

Price Schedule

[To be filled up and uploaded, duly signed & stamped]

Tender No. : SDM(P&E)/ T/67/2020-2021

E-TENDER No.: 2020_KoPT_567987_1

Sl. No.	Description	Unit	Qty	Unit rate [excluding GST] (in ₹)	Amount for full quantity [excluding GST] (in ₹)
1	De-silting of "C" deck of Outer Caisson of HDC as per the scope of work	Occasi ons	48		
2	De-siltation of Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson of HDC as per the scope of work.	Occasi ons	72		

Total : ₹

Indian Rupees:

SECTION – IX

CHECKLIST

Tender No. : SDM(P&E)/ T/67/2020-2021

Before scanning and upload the following required documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

*The offered percentage above / below / at par would be given in the “**Price Bid**” electronically, through the website of **CPPP** only.*

*The offered prices would be given in the “**Price Bid**” electronically, through the website of **CPPP** only.*

Sl. No.	Particulars	Submitted/ Not submitted [Put √ if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
1.	Filled up checklist.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of Bid Document Fee .	<input type="checkbox"/>	<input type="checkbox"/>
3.	Proof of Earnest Money Deposit (EMD) .	<input type="checkbox"/>	<input type="checkbox"/>
4.	Certificate of getting benefit by MSME / SSI / NSIC for exemption of Bid Document Fee and Earnest Money ,	<input type="checkbox"/>	<input type="checkbox"/>
5.	Bidding Forms		
	i) Bidding Form – I	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Bidding Form – II	<input type="checkbox"/>	<input type="checkbox"/>

Sl. No.	Particulars		Submitted/ Not submitted [Put √ if submitted and <u>put X if not submitted</u>]	If submitted, <u>page numbers</u>
	iii)	Bidding Form – III	<input type="checkbox"/>	<input type="checkbox"/>
	iv)	Bidding Form - IV	<input type="checkbox"/>	<input type="checkbox"/>
	v)	Bidding Form – V	<input type="checkbox"/>	<input type="checkbox"/>
	vi)	Bidding Form - VI	<input type="checkbox"/>	<input type="checkbox"/>

INDEMNITY BOND

[To be submitted on Non-judicial Stamp Paper of worth not less than INR .50.00, **duly notarised**]

Reference:

Order No.:/...../...../O-... dated for De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT).

**General Manager (Engg.)
Haldia Dock Complex ;
Kolkata Port Trust.**

This deed of **Indemnity Bond** made on by having their office at (hereinafter called “the **Contractor**”).

Whereas the General Manager (Engineering), **Haldia Dock Complex, Kolkata Port Trust**, Dist.: Purba Medinipur, West Bengal (hereinafter call “the **Engineer**”) has placed an order, bearing no. //...../O-... dated and some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside** of **Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the **Engineer** until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the Engineer as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify Engineer and at all the terms, to hold themselves liable for all the **damages, loss** due to **pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said Engineer on account of the material(s) issued to the Contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / overhauling / repairing / **fault diagnosis & remedial work**, thereon shall be deemed to be the **property of the Engineer**.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the, from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to delivery the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the complete thereon to the Engineer under the terms of the contract.

For and on behalf of (name of the Contractor), under the common seal of the company.

WITNESS

(Signature of the authorised person on behalf of the Contractor)

(Signature)

Name :

Designation

Name :

Designation

Signed in my presence and identified by me

General Conditions of Contract Forms and Agreements

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

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

KOLKATA PORT TRUST

HALDIA DOCK COMPLEX

JULY , 2014

GENERAL CONDITIONS OF CONTRACT

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2.	DEFINITION	...	GC 2 – GC 3
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AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			AS AMENDED			
			For Works Contract		For Contract of Supplying Materials or Equipment only	
	For Works Contract	For Contract of Supplying Materials or Equipment only	Estimated Value of Work	Amount of Earnest Money	Estimated Value of Work	Amount of Earnest Money
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	Up to Rs. 1,00,000.00	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	Over Rs. 1,00,000.00	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

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

Table under sub-clause (d)

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

1.101	“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 THOROUGH which the works are to be executed by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and	Engineer’s Authority

Shall comply with the Engineer's direction on any matter whatsoever.

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

- 2.5 *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 :
- The tender must encompass all relevant aspects/ issues.
Site & Local condition.
- (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.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- Drawing/ Specification/ Nature & extent of work to be done.

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

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	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 THOROUGH 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.

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

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of 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 is staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely 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 |

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| <p>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.</p> | <p>Contractor is responsible for all damages to other structures / persons caused by him in executing the work.</p> |
| <p>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.</p> | <p>Fossils, Treasure travois, etc. are Trustees' property</p> |
| <p>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 :</p> <ul style="list-style-type: none"> (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. | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p> |
| <p>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.</p> | <p>Dismantled materials Trustees' property</p> |

- 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 THOROUGH 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. If at any time before or after commencement of the work the Trustees
- 1 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.
- 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.
- 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.
- 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.

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

Payment on the basis of measurements at agreed rates.

Limitation for on account payment

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.

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| 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" 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 THOROUGH 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 THOROUGH 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 General Manager (Engg.),

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 :

Address :

Signature :

Name : (In
Block Letters)

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 General 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
General Manager (Engg.)
Haldia Dock Complex
Kolkata 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 he 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 of2010
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 compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or THOROUGH 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 THOROUGH 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 THOROUGH 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 THOROUGH 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.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with 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 THOROUGH 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

De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)

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.

ADDENDUM

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

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

De-siltation of "C" deck of Outer Caisson and Pressure Sump along with Pump Room & LAC cleaning of Outer & Inner Caisson for a period of 2 (Two) years at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)