

**HALDIA DOCK COMPLEX**  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

**ENGINEERING DEPARTMENT INVITE E-TENDER**

[Tender No. SDM (P&E)/T/81/2020-2021]

&

[ E-Tender No. 2021\_KoPT\_621452\_1]

**FOR**

LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMOURED ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.

[Under single part system]

**May - 2021**

## **TABLE OF CONTENTS**

**[Tender No. : SDM (P&E)/T/81/2020-2021]**

<b>PARTS</b>	<b>Sections</b>	<b>CHAPTER DESCRIPTION</b>	<b>PAGE NO.</b>
<b>PART-1</b>		<b>BID INVITING</b>	
	<b>I</b>	<b>Short e-Tender Notice</b>	<b>3</b>
	<b>II</b>	<b>Notice Inviting e-Tender</b>	<b>4-6</b>
	<b>III</b>	<b>Schedule Of Tender (SOT)</b>	<b>7-9</b>
<b>PART-2</b>		<b>BIDDING PROCEDURES</b>	
	<b>IV</b>	<b>Important instructions for E- procurement</b>	<b>10-12</b>
	<b>V</b>	<b>Instructions To Bidders (ITB)</b>	<b>13-25</b>
	<b>VI</b>	<b>Technical specification</b>	<b>26-37</b>
<b>PART-4</b>		<b>CONDITIONS OF CONTRACT</b>	
	<b>VII</b>	<b>Special Conditions of Contract (SCC)</b>	<b>38-41</b>
<b>PART-5</b>		<b>BIDDING FORMS, CHECKLIST AND CONTRACT FORMS.</b>	
	<b>VIII</b>	<b>Bidding Forms [I to VI]</b>	<b>42-52</b>
	<b>IX</b>	<b>Price schedule/ Bill of quantities</b>	<b>53</b>
	<b>X</b>	<b>Checklist</b>	<b>54-55</b>
	<b>XI</b>	<b>Different Forms and Formats</b>	<b>56-67</b>
	<b>XII</b>	<b>General Conditions of Contract (GCC)</b>	<b>68-112</b>
	<b>XIII</b>	<b>Bid Security Declaration Format</b>	<b>113</b>

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**HALDIA DOCK COMPLEX**

**SHORT E-TENDER NOTICE**

[Tender No. SDM (P&E)/T/81/2020-2021

**E-Tender No. 2021\_KoPT\_621452\_1**

Online e-tenders are invited for the work of *“Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port”*.

Closing date & time of online submission of e-tender: **27.05.2021**, up to **15:00 Hrs.**

For details of tender and any corrigendum / addendum please visit CPPP's e-portal  
<https://eprocure.gov.in/eprocure/app>.

**General Manager (Engineering),  
Haldia Dock Complex,  
Syama Prasad Mookerjee Port, Kolkata.**

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**NOTICE INVITING E-TENDER**  
(Tender No. SDM (P&E)/T/81/2020-2021)

E-Tender No. 2021\_KoPT\_621452\_1

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), Syama Prasad Mookerjee Port(SMP), Kolkata, from the intending bidders, fulfilling the “Minimum Eligibility Criteria (MEC)” and possessing the required documents (mentioned below), for the work of :

*“Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.”*

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 **₹ 2,55,130.00**. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2017-18, 2018-19 and 2019-2020 including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

**Note:** The bidder upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2017-18, 2018-19 and 2019-2020 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 **₹ 3,40,174.00** each.  
Or
  - b) Two similar completed works of contract value not less than **₹ 4,25,217.00** each.  
Or
  - c) One similar completed work of contract value not less than **₹ 6,80,347.00**.

The term “*similar works*” means -

***“Laying, Testing & Commissioning of HT / LT Power Cables at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organization”.***

**Note:** The bidder 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.

- 2.1.3** The bidder must have Valid Electrical Contractor’s License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956.

**Note:** The bidder has to upload scanned copy of valid Electrical Contractor’s License.

## 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 2019-2020.
- 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.
- iii) Scanned copy of Valid Electrical Contractor's License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956.
- iv) Scanned copy of Power of Attorney.  
Note: In case the tender is submitted by the Proprietor of the Firm, Power of Attorney is not required.

### 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 **SMP, KOLKATA** against all damages & accident occurring to their laborer (including that of sub-contractor's laborers), 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, as applicable, is not submitted by the bidder.

**AVAILABILITY OF THE BIDDING DOCUMENTS:**

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

<https://eprocure.gov.in/eprocure/app> of **Central Public Procurement Portal.**

<https://smporkolkata.shipping.gov.in> of **SYAMA PRASAD MOOKERJEE PORT, KOLKATA.**

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

**PARTICIPATING IN THE BIDDING PROCESS:**

The bidders will have to participate in the electronic bidding process through the website of CPPP ( <https://eprocure.gov.in/eprocure/app> ) only.

**General Manager (Engineering),  
Haldia Dock Complex,  
Syama Prasad Mookerjee Port, Kolkata.**

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

(Tender No. SDM (P&E)/T/81/2020-2021)

E-Tender No. 2021\_KoPT\_621452\_1

3.1.	Name of work	::	Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.
3.2.	Tender Inviting Authority	::	General Manager (Engg.) SMP Kolkata , Haldia Dock Complex Erstwhile Kolkata Port Trust
3.3.	Mode of Tender	::	<b>e-Procurement System</b> Online (Pre-qualification, Techno-commercial Bid and Price Bid, in one part) through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> of CPPP <i>No physical tender is acceptable by Haldia Dock Complex, Syama Prasad mookerjee Port, Kolkata.</i>
3.4.	Estimated Cost	::	₹ 8,50,433.70 (excluding GST).
3.5	i) <b>Bid Document Fee</b> (Cost of bidding documents)	::	The intending bidders should deposit Rs 590.00 (Indian Rupees Five Hundred Ninety only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of <b>Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex</b> on any Scheduled/Nationalized Bank payable at <b>Haldia</b> , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	No Earnest Money is required to be deposited to Haldia Dock Complex, Syama Prasad Mookerjee Port Trust, Kolkata. All bidders shall upload a "Bid Security Declaration as per format attached in the Tender Document.

			<p>NOTE ::</p> <p>(i) For exemption of Bid Document Fee to upload the scanned copy of the certificate from MSME / Micro &amp; Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required in electronic format.</p> <p>(ii) Cost of tender document is to be physically deposited at the office of Tendering Authority Sr. Dy. Manager [P&amp;E Div.], Operational Administrative Building(1st floor), Haldia Dock Complex, Chiranjibpur, Haldia, PIN:721604), separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>Demand Draft /Banker's Cheque against Earnest money and cost of tender 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 Tender Document.</p>
<b>3.6.</b>	<b>Completion Period</b>	::	30 days from the date of handing over of site.
<b>3.7.</b>	<b>Bid Validity</b>	::	180 days.
<b>3.8.</b>	<b>Security Deposit</b>	::	Performance Bank Guarantee / Security Deposit : 3 % of the Contract Value excluding GST
<b>3.9.</b>	<b>Defect Liability Period</b>	::	12 months.
<b>3.10.</b>	i) <b>Starting date &amp; time of submission of e-Tender at</b> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>06.05.2021 from 15:00 Hrs. (IST).</b>
	ii) <b>Closing date &amp; time of submission of e-Tender at</b> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	::	<b>27.05.2021, up to 15:00 Hrs. (IST).</b>
	iii) <b>Date &amp; time of opening of Bid (Techno-commercial Bid &amp; Price Bid)</b>	::	<b>28.05.2021, 15:30 Hrs. (IST) onwards.</b>
<b>3.11.</b>	<b>Address of the Employer</b>	::	<b>Syama Prasad Mookerjee Port ,Kolkata</b> 15 Strand Road, Kolkata – 700 001, West Bengal, India.



<b>3.12.</b>	<b>Address of Engineer</b>	::	<b>General Manager (Engineering)</b> Haldia Dock Complex; Kolkata Port Trust.  <u><b>Address:</b></u> Engineering Department Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India.  <b>Telephone no. :</b> + 91-3224-263255 / 264496 <b>E. mail :</b> <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">aganesan.hdc@kolkataporttrust.gov.in</a>
<b>3.13.</b>	<b>Address of the Engineer's representative</b>	::	Shri S.Chakraborty, Sr. Dy. Manager (P&E), Haldia Dock Complex, SMP Kolkata Operational Administrative Building (1 <sup>st</sup> floor), Chiranjibpur; P.O: Haldia; Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. <b>Telephone no. :</b> + 91-3224-252662 <b>Mobile no. :</b> + 91 9434735407 <b>E. mail :</b> <a href="mailto:schakraborty.hdc@kolkataporttrust.gov.in">schakraborty.hdc@kolkataporttrust.gov.in</a>

**General Manager (Engineering)**  
**Haldia Dock Complex**  
**Syama Prasad Mookerje Port ,Kolkata**

## **SECTION – IV**

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

#### **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.**

**4.1.2 Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:**

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### **Contact person (Haldia Dock Complex):**

- (i) Shri S. Chakraborty  
Designation: Sr. Dy. Manager (P&E),  
Mobile No.: + 91 9434735407  
Landline: + 91-3224-252662  
E-mail : [schakraborty.hdc@kolkataporttrust.gov.in](mailto:schakraborty.hdc@kolkataporttrust.gov.in)
- (ii) S.S.K. Hassan Imam  
Designation: Deputy Manager  
Mobile No.: + 91 94340 31346  
Landline: + 91-3224-252663  
E-mail : [himam.hdc@kolkataporttrust.gov.in](mailto:himam.hdc@kolkataporttrust.gov.in)

#### **Contact persons (CPP Portal):**

- (i) Shri Nazmush  
Mob: +91 95632 51950  
E-mail: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)
- (ii) **See CPP Portal for contact details.**

- 4.2 4.2.1** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.2** E-tender cannot be accessed after the due date and time mentioned in NIT.
- 4.2.3** SMP,Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 4.2.4** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.5** No deviation to the technical and commercial terms & conditions are allowed.
- 4.2.6** The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 4.2.7** The bid will be evaluated based on the filled-in technical & commercial formats.
- 4.2.8** Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda” .

A declaration in this regard is to be made by the bidder.

- 4.2.9** (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.

(B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP Portal

#### **4.3 Instructions related to Micro & Small Enterprises (MSEs):**

- 4.3.1** For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.

- 4.3.2** When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.

#### **4.4 Other Instructions related to e-Procurement:**

- 4.4.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, SMP,Kolkata. 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 (i.e., Service Provider). The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

- 4.4.2** 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.

- 4.4.3** 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.

- 4.4.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, SMP,Kolkata. 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.

- 4.4.5** HDC, SMP,Kolkata 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.

- 4.4.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.4.7** 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, SMP,Kolkata will form a binding contract, between HDC, SMP,Kolkata and the bidder, for execution of the work. Such successful bidder shall be called hereafter the ‘CONTRACTOR’.
- 4.4.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.4.9** 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).
- 4.4.10** HDC, SMP,Kolkata, 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.

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

- 4.5.1** 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 **Syama Prasad Mookerjee Port, Kolkata (SMP)** 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, **SMP, Kolkata :**

- (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 **SMP, Kolkata** 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 SMP,Kolkata 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 **SMP,Kolkata** 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 Biding Documents.

**5.3.3** Participating 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 **SMP,Kolkata**, 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. 5.6**.

**5.5.2** The Employer (SMP,Kolkata) 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 Amendment of Bidding Documents**

**5.6.1** At any time, prior to the last date for submission of bids, **SMP,Kolkata** 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**.

**5.6.2** 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.

- 5.6.3** To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, **SMP,Kolkata** 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**

**5.7 Cost of bidding**

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

**5.8 Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and **SMP,Kolkata**, 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.

**5.9 Documents comprising the Bid**

**5.9.1** 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 <https://eprocure.gov.in/eprocure/app> only.**

**5.10 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.

**5.11 Price Schedule**

**5.11.1** The Bidder shall quote their price 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 of Price Bid.

**5.11.2** 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.**

## **5.12 Bid Prices**

**5.12.1** The prices are 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).

**5.12.2** 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.

**5.12.3** The prices and rates entered (electronically through CPP Portal) **as per the Price Schedule** (Bill of Quantities), in the Price bid, by the **Bidder**, shall 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.

**5.12.4** 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.

**5.12.5** Rates & amounts quoted by the bidders 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 SMP,Kolkata to get due credit against GST paid.

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

**5.12.6** All quoted rates 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.

**5.12.7** 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.

### **5.13 Currencies of Bid**

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

### **5.14 Period of validity of bids**

**5.14.1** Bids shall remain valid for the period of **180 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 **SMP,Kolkata**, treating the same as non-responsive.

**5.14.2** In exceptional circumstances, prior to the expiration of the bid validity period, **SMP,Kolkata** 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 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 **SMP,Kolkata**, in writing.

## **SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID)**

### **5.15 Submission of bids**

- 5.15.1** Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through CPP Portal only**.
- 5.15.2** 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 **Pre-qualification Criteria and Techno-commercial Bid**.
- 5.15.3** **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.
- 5.15.4** 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.
- 5.15.5** The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, SMP,Kolkata**.
- 5.15.6** **The Price Bid comprised the prices only and the same are to be submitted electronically, through the website <https://eprocure.gov.in/eprocure/app> only. No hardcopy of priced "Price Schedule" is required to be uploaded.**

### **5.16 Techno-commercial offer**

- 5.16.1** No techno-commercial deviation and variation will be considered by **SMP,Kolkata**, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.
- 5.16.2** 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 **SMP,Kolkata**.

### **5.17 Priced offer**

The Bidder should quote the offered rate 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 of **Price Bid**.*

### **5.18 Deadline for submission of bids**

- 5.18.1** Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.
- 5.18.2** **SMP,Kolkata** 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 **SMP,Kolkata** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 5.19 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.

### 5.20 Withdrawal of bids

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

**5.20.2** 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 by the bidder on the “**FORM OF TENDER [for Techno-commercial (un-priced) Bid].**” Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **SMP,Kolkata**.

**5.20.3** 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**.

### 5.21 Bid opening [including Price Bid]

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

**5.21.2** 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**

### 5.22 Confidentiality

**5.22.1** 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.

**5.22.2** Any attempt by a Bidder to influence **SMP,Kolkata** 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**.

**5.22.3** Notwithstanding **ITB Clause No. 5.23.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact **SMP,Kolkata** on any matter related to the bidding process, they should do so in writing.

### 5.23 Clarification of bids

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (**SMP,Kolkata**) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (**SMP,Kolkata**) 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 (**SMP,Kolkata**), 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 (**SMP,Kolkata**), shall not be considered. The Employer's (**SMP,Kolkata'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.

#### **5.24 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.

#### **5.25 Responsiveness of bids**

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

**5.25.2** 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, **SMP,Kolkata**’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.

**5.25.3** 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**.

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

#### **5.26 Nonconformities, errors and omissions**

**5.26.1** During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (**SMP,Kolkata**) 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 (**SMP,Kolkata**), 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 (**SMP,Kolkata**), shall not be considered. The Employer's (**SMP,Kolkata**'s) request for submission of further document(s) shall be in writing.

**5.26.2** **SMP,Kolkata** 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.

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

## **5.27 Examination of Pre-qualification Criteria**

**5.27.1** 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.

**5.27.2** **SMP,Kolkata** 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 (**SMP,Kolkata**), 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.

**5.27.3** 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 **SMP,Kolkata**, the respective bid will be treated as non-responsive and "Price Bid" of the respective Bidder will not be considered further.

## **5.28 Examination of Techno-commercial offer**

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

**5.28.2** **SMP,Kolkata** 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.

**5.28.3** 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], their bid may be rejected as per sole discretion of **SMP, Kolkata**.

## **5.29 Examination of Price Bid**

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

## **5.30 Comparison & Evaluation of Price-Bid and selection of Successful Bidder**

**5.30.1** While evaluating the Price Bids, the Price quoted by the Bidders against all items of the **Price Schedule** shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of all items of the

**Price Schedule**, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the “**lowest TOTAL PRICE**” thus arrived.

**5.30.2** In case it is found that the quoted “**TOTAL PRICE**” 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 fresh rate so quoted must be less than the rate quoted by the respective bidders earlier. Selection of the successful bidder will be made on the basis of the revised “**lowest TOTAL PRICE**” thus obtained.

**5.30.3** The total prices will be evaluated based on price quoted at Part A and Part B.

**5.31 SMP,Kolkata’s right to accept any bid and to reject any or all bids**

**5.31.1** **SMP,Kolkata** 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.

**AWARD OF CONTRACT**

**5.32** Subject to **ITB Clause No. 5.32.1**, **SMP,Kolkata** 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.

**5.33 Notification of award**

Prior to the expiration of the period of bid validity or extended validity in accordance with **ITB**, **SMP,Kolkata** 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 **SCC Clause No. 11.1.4 a**).

**5.34 Signing of contract agreement**

**5.34.1** After placement of order, **contract agreement** [as per the form furnished in **Section- XI**] should be executed between **SMP,Kolkata** 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 **Rs. 50.00**] & **dummy papers** (for three sets).

Immediately after receipt of the above papers & documents, **SMP,Kolkata** will send three sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and SMP,Kolkata** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **SMP,Kolkata** at appropriate places on each pages.

Within a week, thereafter, the Contractor (Successful Bidder) shall have to return **Contract Agreement forms** (three sets) [after affixing their common seal], the set of **documentary transactions** and **Contract Documents**, duly signed by them at appropriate places on each page.

**5.34.2** The **contract agreement form** & **Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

- 5.34.3** After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **SMP,Kolkata** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **SMP,Kolkata**'s custody, after affixing the Common Seal of **SMP,Kolkata**.
- One copy of such **executed contract agreement** (on dummy paper), along with one photocopy of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.
- 5.34.4** Until such contract agreement is executed, the other documents referred to the definition of the term "Contract" [**GCC Clause**], shall collectively be the contract.
- 5.35 Performance Guarantee / Security Deposit**
- 5.35.1** Within **twenty-eight (28) days** of issuance of "**Letter of Acceptance**" by **SMP,Kolkata**, the Successful Bidder shall provide the **Performance Bank Guarantee** in accordance with the **Special Conditions of Contract**, using the form furnished in **Section XI**.
- 5.35.2** Failure of the successful bidder to submit the above-mentioned **Bank Guarantee for 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**.
- 5.35.3** All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.
- 5.35.4** No interest / charge, shall be paid by **SMP,Kolkata** on the amount of Performance Guarantee / Security Deposit, held by them (as per **SCC**).



## **TECHNICAL SPECIFICATION**

### **A. Scope of work**

- 6.1.** The work is to be carried out by an Electrical Contractor, holding a valid licence [issued by the competent authority (in line with The Indian Electricity Rules, 1956)] in this behalf.

The work is to be executed at site, under direct supervision of a person holding a valid certificate of competency for **3.3 kV** or above system, issued or recognised by the competent authority (in line with The Indian Electricity Rules, 1956) .

- 6.2.** The items of work shall be executed as per detailed technical specifications and scheme. In case of contradiction between schedule of work with its Additional Specification and the General Specification, the former shall prevail.
- 6.3.** The lengths of Galvanized Mild Steel Tubes, length of cable run through duct / trench / tunnel / laid pipe / installed cable tray inside the existing tunnel, etc., as given in the Price Schedule, are indicative only. The Contractor shall have to ascertain the exact quantity and execute the work accordingly, at the accepted rates.
- 6.4.** The contractor should arrange, at their own cost, necessary tools, tackles, lifting machineries, scaffolding arrangement, different vehicular transport, etc., as required, for execution of the total work.
- 6.5.** All materials required for the entire work should be as per latest Indian Standard (IS), issued by Bureau of Indian Standard, if not specified otherwise in the Bidding Document.
- 6.6.** The supply, installation and commissioning of all items required for this work should be complied with the above Acts & Rules and relevant Code of Practice of the Bureau of Indian Standard, including National Electrical Code, if not specified otherwise.

#### **Laying of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated XLPE Cable :**

- 6.7.** Laying of cables is to be executed by a Cable Jointer [holding a valid permit for **3.3 kV** or above grade cable laying and jointing, issued or recognised by the competent authority (in line with The Indian Electricity Rules, 1956)], under direct supervision of the Contractor's Engineer(s) / Supervisor(s) [holding a valid certificate of competency for **3.3 kV** or above grade underground cable, issued or recognised by the competent authority (in line with The Indian Electricity Rules, 1956)].
- 6.8.** The contractor shall supply the cable in single length based on the manufacturer drum standard. Straight through joints shall be avoided as far as practicable. However, if required as special case, approval of competent authority may be taken to perform straight through joints. **However, in this instant tender, the cable will be supplied by HDC.**
- 6.9.** In connection with the aforesaid work, all materials will be under the custody of the Contractor, till completion of work and commissioning of the same.
- 6.10.** In connection with aforesaid work, transportation and handling of all materials should

be done by the Contractor at their own risk, cost and arrangement.

- 6.11.** The Contractor must make their own arrangements for delivery of all materials, as well as for careful and proper unloading at H.D.C.'s site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading at the designated point shall rest with the Contractor. All transit risk will be to Contractor's account.
- 6.12.** Programme for Road Crossing, Railway Track Line Crossing wherever required (for Casing Pipe laying etc.), shall have to be coordinated through the authorized representative of the General Manager (Engg.), in advance, for having due clearance of Road / Rail Blockage. Such clearance will be given within 7 (seven) days from the date of receipt of request from the Contractor.  
In case of Road Crossing, 50 % of the road width should be kept open for vehicular traffic movement. All roads so cut for the work, should be made good immediately after the purpose of road cutting is fulfilled.
- 6.13.** Electricity and water, if required, will be provided free of cost for the purpose of execution of the work at site.
- 6.14.** Before laying of Power Cables, cable routes should be checked properly to avoid interference with the existing cables, structures, heat sources, drains, pipelines, etc., as far as possible and minor adjustments to be done to suit the field conditions, wherever deemed necessary, without any extra cost. Considering above, cable routes should be carefully measured to ascertain the exact requirement of cable for a particular feeder. Sufficient lengths to be kept for the final connections of the cables to the terminal of the equipment.
- 6.15.** Directly buried cables should be laid in underground Cable Trenches to be excavated by the Contractor. Width of the Cable Trench should be such that all cables shall be correctly spaced and arranged. The 3.3 kV grade cables should be laid in trenches at a depth of **1.2 m**.
- 6.16.** Before cables are placed, the bottom of the trenches should be filled with a layer (approx. 100 mm) of riddled soil or sand at the bottom of the trench, duly levelled. After laying of the cable on the soil or sand bed bricks should be placed at both sides of the cable. The cable inside the brick walls to be covered with riddled soil or sand at the bottom of the trench, up to the height of wall. Bricks should also be used as protective top covering and to be placed on the top of the protective brick walls. Rest of the trench should be re-filled with soil, rammed and levelled.
- 6.17.** The bricks, to be used for protective top covering & side wall, should be of class designation 10.0 (as per latest version of IS: 1077, 1992).
- 6.18.** In case of Road or Rail Crossing, cable should be laid inside the pipes. Where cables enter into pipe sleeves, adequate beds of sand should be given so that the cables do not slack and get damaged by pipe ends.
- 6.19.** When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided, by the Contractor. However, shall it become necessary to cut holes in the existing foundations or structures, the contractor should obtain approval from General Manager (Engg.), before cutting is done. Cutting, if necessary and mending good of any cut portion should be done by contractor at his cost and risk.
- 6.20.** After laying of the cables in the trench and before placement of protective covering, an Insulation Test should be carried out for each length of cable in presence of the

representative of General Manager (Engg.), HDC. After re-filling the trench with soil, rammed and levelled, Insulation Test of the cable should also be carried out in presence of the representative of General Manager (Engg.), HDC.

- 6.21. All temporary ends of cables must be protected against dirt and moisture to prevent damage to the insulation. For this purpose, ends of the cables should be covered with PVC insulating tape.
- 6.22. Where splices or terminations are required in circuit, it is required to measure insulation resistance of each length of cable before splicing and / or terminating. It is required to repeat measurement after splices and / or terminations are completed. Before energizing, the insulation resistance of every cable shall have to be measured. It is required to measure the Insulation Resistance of directly buried cables, before Cable Trenches are back-filled.
- 6.23. No project surplus material will be taken over by HDC **SMP,Kolkata** after completion of the work.
- 6.24. The installation will be taken over by HDC, SMP,Kolkata only after successful installation, testing & commissioning of the total work.
- 6.25. All materials for the work shall be supplied from approved list of manufacturer and any item, not covered in approved list, shall be supplied after getting approval from **Engineer** or his authorized representative.
- 6.26. Test certificates both type test and routine tests, wherever applicable, shall be furnished along with supply for all Electrical/Mechanical items.

**B. List of Approved Manufacturers /makes :**

Sl. No.	Items	Name of the Manufactures
i)	MCB, RCCB, MCB Type Isolator, MCCB	L&T / LEGRAND / SIEMENS / SCHNEIDER / ABB
ii)	MCB Distribution Board /Sub Distribution Board	L&T / LEGRAND / SIEMENS / SCHNEIDER / ABB/HENSEL
iii)	PVC insulated (1.1 kV grade) single / multi-core copper flexible conductor.	FINOLEX / HAVELLS / RPG / UNIFLEX / RR KABLES/ MESCAB/ POLYCAB
iv)	LT Cable (1.1 kV grade) PVC / XLPE	HAVELLS/FINOLEX/ RPG/UNISTAR APAR INDUSTRIES/ POLYCAB/ KEI/ RR KABLE
v)	HT Cable PVC / XLPE	FINOLEX/ RPG/UNISTAR APAR INDUSTRIES/ POLYCAB/ TORRENT/ HAVELLS
vi)	Cable St. through jointing / End Termination Kit	3M / RAYCHEM
vii)	CONTACTOR/TIME SWITCH	L&T/SIEMENS/ABB

<b>viii)</b>	Cable Lug / Cable Gland	DOWELLS / JHONSON / RAYCHEM
<b>ix)</b>	GI Pipes	SAIL/ JINDAL/ TISCO
<b>x)</b>	LED Street Light Luminaire/ Light Fittings and Lamps (Excluding decorative Bracket Light)	PHILIPS / WIPRO / BAJAJ / CROMPTON / GE
<b>xi)</b>	Piano Type Switch, Socket, Ceiling Rose, etc.	ANCHOR / SSK / RIDER / LEGRAND/ PRITAM
<b>xii)</b>	Electronic Type Fan Regulator	ANCHOR / SSK / RIDER / LEGRAND
<b>xiii)</b>	Ceiling Fan, Pedestal Fan, Exhaust Fan	CROMPTON / ORIENT / HAVELLS / USHA
<b>xiv)</b>	Energy Meter [AC Static Watt hour Meters]	L&T / BENTEC / HPL /SCHNEIDER/SIEMENS
<b>xv)</b>	Calling Bell	CONA / MAX / ANCHOR
<b>xvi)</b>	Outdoor Type PVC Box	HENSEL / SINTEX
<b>xvii)</b>	Cement	ACC/ ULTRA TECH/ BIRLA
<b>xviii)</b>	Hot Dip Galvanized Octagonal Street Light Poles	BAJAJ / VALMONT/ SUNLIKE EXIM
<b>xix)</b>	Items not covered	As per samples approved by Engineer.

### **C. Detailed Technical Specification :**

#### **6.27. HT Cable laying work :**

- Laying and termination of 3 Core x 400 Sq mm, 3.3 KV (UE) Grade XLPE insulated HT Cables as per IS: 7098-II. Cable will be supplied by Haldia Dock Complex.
- St. through Heat Shrinkable jointing and end termination of 3 Core x 400 Sq mm, 3.3 KV (UE) Grade XLPE insulated HT cable.
- Prior to any earth excavation work, site clearance should be obtained from competent authority of HDC.
- Directly buried cables should be laid in underground Cable Trenches to be excavated by the Contractor. Width of the Cable Trench should be such that all cables shall be correctly spaced and arranged. The 3.3 kV grade cables

should be laid in trenches at a depth of **1.2 m**.

### **Laying of Cables**

For laying cables along building steel structures and technological structures the cable shall be taken by clamping with **Aluminium** saddles screwed to the GI flats welded to the structure. **The** flats are of **hot dip** galvanised after fabrication.

For laying cables along concrete walls, ceilings etc. the cables shall be taken by clamping with **Aluminium** saddles screwed to the **hot dip GI** flat welded on to the inserts. Where inserts are not available the saddles shall be directly fixed in the walls using metallic anchor fasteners and **GI** flat spacers of minimum 6 mm thick.

The **Aluminium** saddles shall be placed at an interval of not less than 500 mm both for horizontal and vertical runs. However, at the bends it shall be placed within 300 mm and where terminating to the equipment/junction box the cable shall be clamped immediately before such termination.

Cable Network shall include Power Cables, which shall be laid in buried trenches/ cable trays/ through GI Pipes & Hume Pipes, rising main etc. whichever is applicable.

Cable routing shall be checked in the field to avoid interference with structures, heat sources, drains, piping etc. as far as possible and minor adjustments shall be done to suit the field conditions, wherever deemed necessary without any extra cost.

The HT cables while laying will have to be separated from existing HT, LT, Telecommunication, OFC Cables by adequate spacing or running through independent pipes, trenches or cable trays, as applicable.

All cable routes shall be carefully measured & cables cut to the required lengths leaving sufficient lengths for the final connections of the cables to the terminal of the equipments.

The various cable lengths cut-off from the cable reels shall be carefully selected to prevent undue wastage of cables. The quantity indicated in the Bill of Quantity is only approximate. The Contractor shall ascertain the exact requirement of cable for a particular feeder by measuring at site and avoiding interference with structure, foundation, pipelines or any other works as far as possible. Before starting Cable Laying, Cable Drum Schedule shall be prepared by contractor and get that approved by Engineer of the contract or his authorized representative.

Cable as far as possible shall be laid in complete, uncut lengths from one termination to other. Cable shall be neatly arranged in the trenches/ trays/ pipes in such a manner so that crisscrossing is avoided and final take- off to the equipment/switch gears is facilitated.

Arrangement of cables within the trenches/ trays/ pipes shall be the responsibility of the contractor.

Removal of concrete covers for purposes of cable laying and reinstalling them in their proper positions after the cables are laid shall be done by the contractor without any extra cost.

*In case of Laying of Cable through RCC cable trench, it shall be filled with 100 mm fine grain sand.*

Cable shall be handled carefully during installation to prevent mechanical injury to the cables. During laying of cables, Cable Drum Lifting Jacks, sufficient numbers of Cable Rollers and other materials etc. as necessary must be used to avoid any mechanical injury to the cables.

Directly buried cable shall be laid underground in Cable Trenches duly excavated by the contractor as shown in the enclosed Drawing No. SK- 334.

The width of the trench shall vary depending upon the number of cables and diameter of each cable. Width of the Cable Trench should be such that all cables should be correctly spaced and arranged. The cables shall be laid in trenches as shown in the enclosed sketch. Before cables are placed, the bottom of the trench shall be leveled and filled with a layer of silver sand as shown in the Drawing No.: SK- 334. This sand shall be leveled and the cables shall be laid over it. Bricks are to be placed at both sides of the cable. Then the cable inside the brick walls to be covered with sand up to the height of walls and sand shall be pressed lightly. A protective covering of Bricks shall be placed on top of protective Bricks placed at both sides of Cable. The remainder of the trench shall then be back filled with soil rammed and leveled. After laying of the cables in the trench and before placement of protective covering by brick, every cable shall be given an insulation test in presence of site engineer/ authorized representative of Engineer of the contract. Also after back filling the trench with soil, rammed and leveled, insulation test of the cable shall be carried out in presence of Site Engineer/Authorized representative of Engineer of the contract.

When cable is required to be laid after removal of existing paver block, additional brown sand if required for leveling & refixing of paver blocks after completion of job shall be supplied by the contractor with out any extra cost.

All wall openings/Pipe Sleeves shall be effectively sealed after installation of cables to avoid seepage of water inside buildings/lined trench. At road/drain/pavements crossing, suitable sizes of GI Pipes are to be used. After the cables are installed and all testing is complete, the conduit/pipe sleeve ends shall be plugged with a suitable weatherproof plastic compound/ PUTTI, for sealing purpose. The cost of the same shall be deemed to have been included in the installation of cable laying through pipe sleeves/conduits and no separate payment shall be made. When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided by the contractor.

However, shall it become necessary to cut holes in the existing foundations or structures, the contractor shall determine their locations and obtain approval from Engineer of the contract or his authorized representative before cutting is done.

Cutting, if necessary and mending good of any cut portion should be done by contractor without any extra cost. At Road Crossing and other places where cables enter pipe sleeves, adequate bed of sand shall be given so that the cables do not stack and get damaged by pipe ends. Drum number of each cable from which it is taken shall be recorded against the cable number in the cable schedule.

All GI Pipes shall be laid as per site requirements. The open ends of the pipes shall be suitably plugged after they are laid in final position. Laying of the cable will be as per the enclosed Drawing No. SK- 334. The contractor will have to submit the detailed cable route diagram, with detailing of the Hume Pipes & G.I. Pipes used, position of the straight through cable joints etc. for checking at our end and subsequent approval of the same. As built drawing (in triplicate) of the above cable route will have to be submitted after completion of the above work.

*MEASUREMENT: Cable length should be measured jointly prior to giving clearance for earth back filling etc. Distance between Socket of one end and Socket of other end of the laid cable to be considered for payment against both supply & laying of cable.*

### **Laying of Cables in Exposed/Embedded GI Pipes/Hume pipes**

GI Pipes /Hume pipe for drawing cables in plant buildings shall be of **Heavy Duty**, galvanized, electric resistance welded, screwed type conforming to IS: 1239 (Part-I). GI Pipe/Hume pipe of the following sizes shall be used:

- 150 mm nominal bore **Heavy Duty** GI pipe as per BOQ.
- 150 mm dia. Heavy duty NP-4 Hume pipe.

For installation of cables in GI Pipe /Hume pipe. Complete system shall be installed first without cables but having suitable pull wires laid in the pipes to facilitate cable pulling.

Insulated type end bushings shall be used where conductors enter or leave GI pipe. Ends of GI pipe shall be cut square and the threads out in the field shall have the same effective length and the same dimensions and taper as specified for factory out threads. Ends of pipe shall be reamed to remove burrs and sharp edge after threads are cut.

Exposed GI pipes shall run parallel or perpendicular to column lines or building lines so as to match with the architectural arrangement of the building. Concealed GI pipes shall run in direct lines with minimum bends.

*Laying of Reinforced Concrete Pipe and Galvanized Mild Steel Tubes should be done wherever necessary, such as at Road Crossing, Railway Crossing, Drains, Culverts or any similar concrete structure etc.*

The scope includes cutting of road, Railway Crossing, Excavating of Trenches, etc. including mending good work. The depth of laying of the pipes should have to be matched with the underground cable trench, as far as possible and

practicable. Making jointing between collars and pipes, with cement mortar (1 cement: 2 medium sand) and cutting the Reinforced Concrete Pipe to the required length, if necessary, to be done by the contractor at their own cost and arrangement.

Cutting of Galvanized Pipe to required length and threading, bending, jointing by Socket as required, supply and fixing of support clamps/ brackets should be under the scope of contractor. Re-filling of the trench after laying the reinforced concrete pipes and galvanized mild steel tubes are also to be done by the contractor.

**Depth of laying**

Sl. No.	Cable	Laying Type	Depth of Laying
1.	HT Cable	Open cut excavation with brick protection	1200 mm
		Boring through GI pipe	2000 mm
		Open cut excavation through Hume / GI pipe.	2000 mm
		Through existing RCC trench /Hume pipe/ GI Pipe.	As per available depth.

*Note: Road level to be considered as reference level.*

**Bricks**

Crushing strength, efflorescence shall conform to class designation 10 (as per IS 1077, 1986) and as per the specification, given below:

- The brick shall have clear ringing sound.
- The average size of the bricks shall be in the range of 250 mm ( $\pm 4$  mm) x 125 mm ( $\pm 2$ mm) x 75 mm ( $\pm 2$  mm).

**Placing & Protection of cables in trench:**

- *For cable size up to 16 mm<sup>2</sup>*

Before cables are placed, the bottom of the trenches should be filled with a layer (approx. 100 mm) of sand at the bottom of the trench, duly leveled. After laying of the cable on the sand bed the same is to be covered with sand and bricks should also be used as protective top covering [8 no. bricks would be used in 01 m cable laying work]. Rest of the trench should be re-filled with soil, rammed and leveled.

- *For cable size above 16 mm<sup>2</sup>*

Before cables are placed, the bottom of the trenches should be filled with a layer (approx. 100 mm) of sand at the bottom of the trench, duly leveled. After laying of the cable on the sand bed bricks should be placed at both sides of the cable. The cable inside the brick walls to be covered with sand at the bottom of the trench, up to the height of wall. Bricks should also be used as protective top covering and to be placed on the top of the protective brick walls [16 no. bricks would be used in 01 m cable laying work]. Rest of the trench should be re-filled



with soil, rammed and leveled.

### **Cable Termination and St. through jointing.**

Termination of aluminium conductor power cables shall be by means of compression method using compression type Al. lugs. Copper conductor control cables shall be terminated directly into screwed type terminals provided in the equipment. Wherever control cables are to be terminated by means of terminal lugs, the same shall be of tinned copper compression type.

All accessories shall be supplied in kit form and each component of the kit shall carry manufacturer's mark of origin.

The kit shall include all stress grading, insulating and sealing materials apart from conductor fittings and consumable items. The instruction pamphlet shall also be included in each kit.

The termination kit shall be suitable for termination of cables to Outdoor switchgear.

Additional length (Loop) of 5 mtrs. (approx.) cable should be kept at each end of the cables near the straight through cable joints.

It is required to measure the insulation resistances of the cables before and after straight through cable jointing.

This scope includes supply of all required materials including complete straight through cable jointing kits, with ferrules and all other accessories.

<b>Cable Accessories</b>		<b>ST. THROUGH JOINTS</b>		<b>END TERMINATION</b>
Type	i)	Heat Shrinkable type St. through jointing kits	i)	Suitable Brass double compression Glands & Al. Lugs.

### **Cable Tags and route markers**

All cables will be identified close to their termination points by cable nos. Cable numbers will be punched on Aluminium strip/ PVC Strip {2 mm. thick (approx.)} securely fastened to the cable and wrapped around it. Alternatively Cable Tags shall be circular in construction to which cable number can be conveniently punched.

Cable designations are to be punched with letter/number punches and the tags are to be tied to cables with piano wires of approved quality and size. Tags shall be tied inside the panels beyond the glanding as well as below the glands at cable entries. Along trays tags are to be tied at all bends.

Each underground cable shall be provided with Identification Tags (made of PVC) securely fastened at every 30 Mtrs. distance if the continuous length is more than 50 Mtrs. of its underground length. At least one tag at each end before the cable enters the ground will have to be provided.

Cable Trenches shall be identified (by means of cable route markers). *These shall be placed at location of changes in the direction of cables and at intervals of not more than 30 Mtrs. and at Cable Joint Locations.*

- 6.28.** All materials required for the entire work should be as per latest Indian Standard (IS) issued by **Bureau of Indian Standard**, as applicable, if not specified otherwise.
- 6.29.** The entire job should be executed in accordance with the requirements of following Acts and rules, including latest amendments:
- a) Indian Electricity Rules – 1956
  - b) Electricity Laws (Amendment) Ordinance, 1997
  - c) Central Electricity Authority Rules, 1977
  - d) Central Electricity Authority Regulations, 1979
  - e) Indian Electricity Act, 2003
- 6.30.** The supply, installation, testing and commissioning of all items required for this work should be complied with the above Acts & Rules and relevant Code of Practice of the **Bureau of Indian Standard**, including National Electrical Code, if not specified otherwise.
- 6.31.** Entire earthing should be done in accordance with the relevant Indian Standard (IS) issued by Bureau of Indian Standard, Indian Electricity Rules & Act and Code of Practice. Colour of insulation of the copper wire, to be used for earthing purpose, will have to be preferably GREEN.

All necessary work (including supply of aforesaid cable & other required materials), for providing aforesaid earthing connection, is under the scope of the Contractor.

- D. 6.32.** Relevant aspects of following Rules / Code of Practices should also be followed and complied with:
- i ) Indian Factories Act
  - ii ) Dock Workers (Safety, Health & Welfare) Act, 1987
  - iii ) The Workmen's Compensation Act, 1923
  - iv ) The Minimum Wages Act, 1948
  - v ) The Contract Labour (Regulation & Abolition) Act, 1970
  - vi ) Other Local Regulations

- E. 6.33.** If during execution of work any damage takes place in the property of HDC, the same will have to be mended good by the contractor at their risk, cost and arrangement. Otherwise the same will be repaired / replaced by HDC, either departmentally or through outside agency and the cost of repairing / replacement will be recovered from the contractor, along with overhead charges @19.25%.

- F. 6.34.** **INSPECTION AND TESTING** Items will be duly inspected in the manufacturer's works / premises **by representative of Engineer** after dispatch at site.

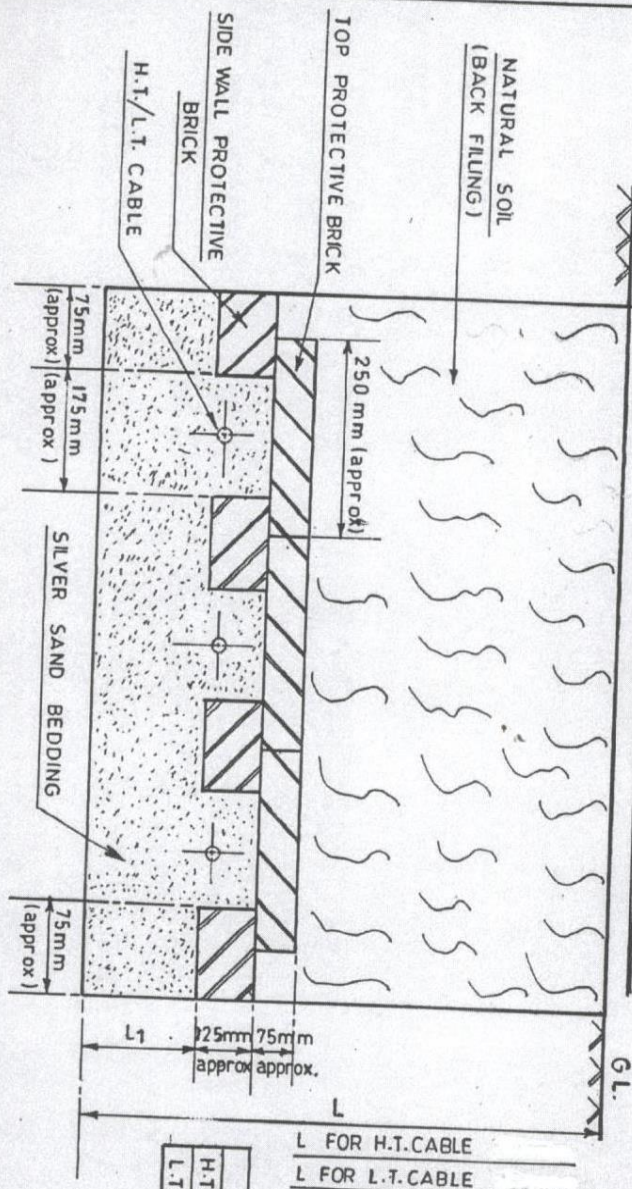
Inspection of the items to be supplied by the contractor will be carried out **by representative of Engineer** as per the procedure mentioned in the relevant Item. Such inspection will be carried out within 10 days from the date of receipt of Inspection Call from the contractor.

Materials will be inspected at site, after delivery, against Manufacturer's Internal Test Certificate, as applicable.

The job of installation and commissioning will be inspected by the **representative of Engineer in different stages** and also after completion of the job.

Inspection and Testing by the representative of Engineer of the contract shall not relieve the successful bidder of their obligation for supplying the items and execution of the entire work in accordance with the **Contract Condition** and relevant **Acts, Rules and Codes of Practice**.

**SINGLE/MULTI NUMBERS H.T./L.T. CABLES IN ONE TRENCH.**  
**(WIDTH OF THE TRENCH OF THE CABLE WILL DEPEND ON THE NO. OF**  
**CABLES AND DIAMETER OF CABLES.)**



KOLKATA PORT TRUST  
 HALDIA DOCK COMPLEX  
 M(P&E)'S DRG.OFFICE

**SINGLE/MULTI NUMBERS H.T./L.T.**  
**CABLES IN ONE TRENCH.**

NAME	DT
DGN.	
DRN.	Handwritten: 30-08-10
TCD.	
CKD.	
APVD.	

SCALE :- N T S DRG. NO. SK-334

## **SECTION – VIII**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following **Special Conditions of Contract (SCC)** shall supplement the **General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

**Clause No. 7.20**

**Clause No. 7.20.1**

**Performance  
Guarantee /  
Security Deposit**

Within **28 (twenty-eight) days** of issuance of “Letter of Acceptance (LOA)”, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **10 %** of the contract value excluding GST .

This Security Deposit / Performance Bank Guarantee should be kept valid and enforceable till a date, covering **at least 3 (three) months** beyond the date of expiry of the Defect Liability Period of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **SCC Clause No. 7.67.1**). In case the actual duration of the aforesaid Defect Liability Period is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period.

Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for termination of the contract and forfeiting the Earnest Money Deposit.

**Clause No. 7.20.11**

The procedure of release / refund of Performance Guarantee / Security Deposit would be as follows:

On successful completion of the ‘Defect liability period’ (considering extension, if any) of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **SCC Clause No. 7.67.1**), the Contractor may apply for release / refund of his Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1**] by submitting to the Engineer an application , along with “No Claim Certificate”, as per the form furnished in Section-XI, whereupon the Engineer shall issue “Certificate of Final Completion” [as per the form furnished in Section-XI]. The Engineer shall also issue necessary recommendation for release of the said Performance Guarantee/Security Deposit or refund the balance due against the Performance Guarantee/Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

**Clause No. 7.26**

**Supply of water  
and Electricity**

**Clause No. 7.26.1**

**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 SMP,Kolkata, 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).

**Clause No. 7.26.2**

**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).

**Clause No. 7.52**

**Inspection and  
testing**

**Clause No. 7.52.1**

During execution of the work as well as after completion of the jobs, the same will be inspected and tested jointly by the authorized representative of HDC, SMP,Kolkata and the Contractor at site, based on the "Technical Specification". The Contractor will have to provide all facilities for inspection of the materials and executed work, at their own risk, cost and arrangement.

The materials supplied by the supplier should strictly conform to the laid down specification of the order. Samples from the supplies may be drawn for testing by SMP,Kolkata's own arrangement or by Government Test House and if found to be inferior to the laid down specification of order, the materials will be rejected in whole or in part and the Contractor shall be debited with the cost of test and rejected materials shall have to be replaced by the Contractor at their own cost. After completion of the work, on satisfactory testing & commissioning, the Completion Certificate will be issued and the installation will be taken over by HDC thereafter.

Inspection & testing of the work by the authorized representative of HDC, SMP,Kolkata shall not relieve the Contractor from his obligation for conforming to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

**Clause No. 7.52.12**

**Tests on completion:**

On **completion of installation**, the contractor shall give a **7 (seven) days'** notice to the Engineer, in writing (informing the date on which they will be ready to make the tests), before carrying out such tests, in accordance with and in the manner prescribed in the specifications.

If any portion of work fails under the tests to fulfil the contract conditions, tests of the faulty portion shall, if required by the the Engineer or by the Contractor, be repeated within reasonable time, upon the same terms and conditions.

If such **“Tests on completion”** cannot be carried out successfully by the Contractor within 1 (one) month after the time fixed by the Contractor and if, in opinion of the Engineer, the tests are being unduly delayed, the Engineer may, in writing, call upon the Contractor, with 7 (seven) days' notice, to make such tests, failing which the Engineer may proceed to make such tests himself, at the Contractor's risk and expense. In the above eventuality, the Employer shall, nevertheless, have the right of using the installations at the Contractor's risk until the **“Tests on completion”** are successfully carried out.

***Clause No. 7.65***

**Clause No. 7.65.1**

**Completion  
Period**

All the jobs as per “Schedule of items” and “Technical Specification” are to be completed within **90 (Ninety) days** from the date of site clearance, after placement of the order on the successful bidder.

***Clause No. 7.67***

**Clause No. 7.67.1**

**Defect Liability  
Period (DLP)**

**“Defect Liability Period” of the Contract job:**

The materials supplied and work executed by the Contractor will be guaranteed for a period of 12 (twelve) months from the date of complete execution of the work.

“Defect Liability Period” of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] shall mean the Guarantee Period, which starts from the date of taking over the installation [as per **GCC Clause No. 7.66** (Taking over of the Contract job by SMP,Kolkata)] and will continue till expiry of 12 (twelve) months, calculated from the date of taking over the Contract job.

**Clause No. 7.68**

**Clause No. 7.68.1**

**Defects after taking over**

After the taking over of the Contract job, if the same cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the **Defect Liability Period** shall be extended accordingly. If only a **portion** of the **Contract job** is affected, the **Defect Liability Period** shall be extended [in case the defects is not rectified or defective materials is not replaced within 12 (twelve) hours of its occurrence] only for that portion, provided the other portions of the **Contract job** remains in order, fulfilling contract conditions. In neither case shall the **Defect Liability Period** be extended beyond **18 (eighteen) months** [from the date of taking over the **Contract job**] for the materials, installations & workmanship, with respect to the instant job, as a whole.

**Clause No 7.71**

**Clause No. 7.71.2**

**Terms of payment**

*The quantities given in the “PRICE SCHEDULE” are indicative only [which may vary (both upward & downward) during execution] and are given to provide a common base for tendering and evaluation. However, the payment will be made on the exact quantity to be executed by the Successful Bidder.*

On account payment (maximum two parts) will be made (at the accepted rates) within 30 days from the date of submission of clear & unambiguous bill, along with certification against the completed work, on the basis of measurement of completed work, in line with the “Schedule of items”.

Bills should be submitted, **in triplicate**, to **Office of SDM(P&E), Operational Administrative Building, Chiranjibpur, Haldia Dock Complex** along with required certification / inspection report.

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) Bank Account number.
- b) Name of the bank.
- c) Name of the branch.
- d) Address of the branch.
- e) MICR code of the branch.



**SECTION – IX**  
**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:

<b>Financial years</b>	<b>Turnover (as per Auditor's Report / Balance Sheet) [in ₹ ]</b>
<b>2017-18</b>	
<b>2018-19</b>	
<b>2019-20</b>	
<b><i>Total</i></b>	
<b><i>Average Annual Turnover</i></b>	

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**

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

**(III) ELECTRICAL CONTRACTOR'S LICENSE ISSUED IN THE NAME OF CONTRACTOR BY STATE / CENTRAL GOVT. AUTHORITY**

<b><u>Date &amp; issue</u></b>	<b>:</b>	
<b><u>Validity Upto</u></b>	<b>:</b>	

**TEST OF RESPONSIVENESS**

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

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

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

**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 <b>Proprietorship Firm</b> or <b>Partnership Firm</b> or <b>Limited Company</b> .		
6.	<b>Details of the Banker(s) :</b>		
	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.	<b>Bank details for ECS payment :</b>		
	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.	<b>Income Tax and Goods &amp; Services Tax (GST)</b> details (if applicable):		
	a)	<b>Permanent Account Number (PAN)</b>	
	b)	<b>GST Registration Number (GSTIN)</b>	
9.	<b>Employees' Provident Fund (EPF) Code No.</b>		
10.	<b>Employees' State Insurance (ESI) Code No.</b>		
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 ;

Erstwhile Kolkata Port Trust

SMP Kolkata.

Name of Work: *Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

Tender No. : **SDM (P&E)/T/81/2020-2021**

E-Tender No. : **2021\_KoPT\_621452\_1I**

....., the authorized signatory of the  
..... (Name of the Company /Firm) 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 MSTC Ltd. 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 authorised person of the  
bidder  
(with office seal)**

\* 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**

### **FORM OF TENDER**

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

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

**Name of Work:** *LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.*

Tender No. SDM (P&E)/T/81/2020-2021  
E-Tender No. 2021\_KoPT\_621452\_1

I/We ..... (Name of the bidder) .....of  
.....(Address of the bidder) ..... Having  
**examined the site of work, inspected the drawings** and read the **bidding documents** [including all  
**addenda / corrigenda**, issued i.e. .... {insert Addendum / Corrigendum /  
Extension No(s)}], hereby bid and undertake to execute & complete all the work related to  
“” required to be performed in accordance with the **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc., at the **rates & prices** quoted in the **Price Bid** [*submitted electronically, through the website of CPPP* ], within .....month from the date of order to commence the work , in the event of our bid being accepted.  
I/we also undertake to enter into a **Contract Agreement** in the form hereto annexed [**Section XI**] with such alterations or additions thereto, which may be necessary to give effect to the acceptance of the bid and incorporating such **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc. and I/we hereby agree that until such **contract agreement** is executed, the said **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc. and the bid, together with the acceptance thereof in writing, by or on behalf of the Employer, shall be the contract.

I / We require .....days preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than ..... **Days**, from the last date of submission of bid.

( Signature of authorised person of the bidder )

WITNESS:

Signature:

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

Name:

(In Block Letters)

Designation : \_\_\_\_\_

Address:

Date : \_\_\_\_\_

Occupation:

*(Office Seal)*

## **BIDDING FORM-VI**

### **PRICE SCHEDULE**

[To be uploaded, duly signed & stamped]

**Tender No. : SDM (P&E)/T/81/2020-2021**

#### **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. The quantities given in this **Price Schedule** are indicative only, which may vary (both upward & downward) during execution.
3. 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 SMP,Kolkata to get due credit against GST paid.

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

4. The price(s) , 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).
5. 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.
6. 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/ BILL OF QUANTITIES**

[Tender No. SDM (P&amp;E)/T/81/2020-2021]

E-Tender No. 2021\_KoPT\_621452\_1

**Rates not to be quoted here. Rates to be quoted online only.**

Sl. No.	Item Description	Unit	Qty.	Unit Rate ( in Rs.) (with out GST)	Amount ( in Rs.) (with out GST)
1	<b><u>Laying of HT Cable: -</u></b> Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable. Cable will be supplied by HDC.				
	a) through existing RCC trench / Hume pipe/ GI pipe.	Mtrs.	20		
	b) by excavating trench (with proper brick protection and sand cushioning).	Mtrs.	890		
	c) through 150 mm dia. NB GI Pipe after boring including supply of GI Pipe.	Mtrs.	72		
	d) through 150 mm dia. Hume Pipe after excavation including supply of Hume Pipe.	Mtrs.	18		
2	<b><u>HT straight through Jointing</u></b>				
	a) Supply of Heat Shrinkable, straight through, PVC/XLPE to XLPE Jointing Kit suitable for 3.3 KV (UE), 3C x 400 sq. mm XLPE cable.	Nos.	2		
	b) Installation of Heat Shrinkable, straight through, PVC/XLPE to XLPE Jointing Kit suitable for 3.3 KV (UE), 3C x 400 sq. mm XLPE cable.	Nos.	2		
3	<b><u>HT End termination</u></b>				
	a) Supply of Indoor Type End termination kit suitable for 3.3 KV (UE) , 3C x 400 sq. mm XLPE cable	Nos.	2		
	b) Installation of Indoor Type End termination kit suitable for 3.3 KV (UE), 3C x 400 sq. mm XLPE cable	Nos.	2		
<b>Total =</b>					

## **SECTION - X**

### **CHECKLIST**

**Tender No. SDM (P&E)/T/81/2020-2021**

*Before scanning and upload the following required documents, all pages are to be signed by a person duly authorized 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 ( Part-II)**” electronically, through the website of **MSTC Ltd.** 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"/>

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

**SECTION – XI**  
**CONTRACT FORMS**

**FORM OF AGREEMENT**

(To be submitted on Non- Stamp Paper of worth not less than INR 50.00)

**CONTRACT NO. : GM(E)/...../ /AGMT/...../.....**

**TENDER REFERENCE:**

**Tender No. SDM (P&E)/T/81/2020-2021**

**E-Tender No. 2021\_KoPT\_621452\_1**

for

*LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.*

**ORDER REFERENCE:** ..... /...../ /O-... dated .....

**This agreement** made this ..... day of ..... , Two thousand ..... ,  
**BETWEEN**

**The Board of Trustees for the Syama Prasad Mookerjee Port, Kolkata**, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the ‘**Trustees**’, which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part

**AND**

..... (hereinafter called the “**Contractor**”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part

[Together hereinafter the “**Parties**”]

**WHEREAS**

The Trustees are desirous that certain works should be executed by the Contractor, viz. “**LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT**” and have accepted a Bid / offer by the Contractor for execution, completion and maintenance of such works, including remedying any defects therein, during the Defect Liability Period.

**NOW THIS AGREEMENT WITNESSETH as follows :**

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **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 :
  - a) The said bid / offer.
  - b) The Letter of Acceptance of the bid /offer [vide Order No. ....../ 1001/...../O- ... dated .....]
  - c) The Conditions of Contract and **Technical Specification** [all terms and conditions of Tender No. **SDM(P&E)/T/81/2020-2021**].
  - d) Addenda [Please insert Addenda Nos .....]
  - e) “Price Comparative Statement”, showing the prices quoted (electronically, through the website of MSTC Ltd.) by the Successful Bidder, in the Price Bid.
  - f) All correspondence, by which the contract is added, amended, varied or modified, in any way, by mutual consent.
3. In Consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, complete & maintain the work, including remedy any defects therein (during the Defect Liability Period”), in conformity with the provisions of the Contract, in all respects.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their respective hands and seals).

For and on behalf of

For and on behalf of

HALDIA DOCK COMPLEX  
SYAMA PRASAD  
MOOKERJEE PORT  
KOLKATA (TRUSTEES)

(CONTRACTOR)

**SEAL**

**SEAL**

**In presence of**

**In presence of**



## **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 *Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

**General Manager (Engg.)  
Haldia Dock Complex ;  
SYAMA PRASAD  
MOOKERJEE PORT  
Kolkata.**

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

**Whereas** the General Manager (Engineering), **Haldia Dock Complex, SYAMA PRASAD MOOKERJEE PORT, Kolkata**, 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 :  
Name : Designation  
Designation

Signed in my presence and identified by me

## **BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

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

**To  
The Board of Trustees,  
for the SYAMA PRASAD  
MOOKERJEE PORT,  
Kolkata.**

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Trustees for the SYAMA PRASAD MOOKERJEE PORT, Kolkata**, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as “**The Trustees**”) having awarded to Shri / Messrs

....., a Proprietary/ Partnership/Limited / Registered Company, having its 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 Trustees’ Work Order No. .... / ...../...../O..... dated ..... for “*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port*” and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No. ..../...../ /AGMT/...../.....and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹..... (**Indian Rupees** ..... ) only, for the faithful and satisfactory performance of the entire contract .

We, ... Branch, Kolkata ...../Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of ₹..... (**Indian Rupees** ..... ) only. We, ..... Branch, Kolkata ...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we, ..... Branch, Kolkata ...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the Contractor and the Trustees, this would be no ground for us, ..... (Name of Bank), ..... Branch, Kolkata ...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, ..... Branch, Kolkata ...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees

to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

2. We, ..... ' Branch, Kolkata ..... /Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Kolkata ..... /Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through court, can be valid ground for us, ..... Branch, Kolkata ..... /Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We, ... .. Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of..... ..200 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us, ..... Branch, Kolkata..... /Haldia, in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the Contractor for such extension of validity of this Bank Guarantee.
4. We, .. .. Branch, Kolakta .. .. /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the Contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the Contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, .. .. Branch, Kolkata... .. /Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the Contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, .... Branch, Kolkata...../Haldia.
5. We, ..... Branch, Kolkata...../Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us .... .. Branch, Kolkata ... .. /Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.

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

SIGNATURE... ..  
NAME.....  
DESIGNATION.....  
( Duly constituted attorney for and on behalf of )

BANK. . . . . , . . . .  
BRANCH... ..  
KOLKATA ...../HALDIA

( OFFICIAL SEAL OF THE BANK)

**SYAMA PRASAD MOOKERJEE PORT , KOLKATA**  
**Haldia Dock Complex**  
**CERTIFICATE OF COMPLETION OF WORK**

Contractor : \_\_\_\_\_

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

Date of completion : \_\_\_\_\_

Dear Sir,

**Subject :** *LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.*

**Reference :** i) **Work Order No.:** ...../...../...../O-... dated  
.....

ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

This is to certify that the above work which was carried out by you is, in the opinion of the undersigned, complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in accordance with terms of the contract and you are required to maintain the work in accordance with **GCC Clause No. 7.67** of the General Conditions of Contract and under provisions of the contract.

(Signature of the Engineer/Engineer's Representative)

Name: .....

Designation: .....

Date: .....

(OFFICIAL SEAL)



**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**Haldia Dock Complex**  
**CERTIFICATE OF FINAL COMPLETION**

**General Manager (Finance),  
Haldia Dock Complex (HDC),  
Jawahar Tower Complex,  
P.O: Haldia Township,  
Dist.: Purba Medinipur,  
PIN – 721 607,  
West Bengal, India.**

**Subject :** *LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.*

**Reference :** i) **Work Order No.:** ...../...../...../O-... dated  
.....  
ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

This is to certify that the above work, which was carried out by  
..... 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 of the Engineer/Engineer's Representative)

Name: .....

Designation: .....

Date: .....

(OFFICIAL SEAL)

**(“NO CLAIM CERTIFICATE” FROM CONTRACTOR)**

[To be submitted on Bidder's Letter Head]

**General Manager (Engineering)**

Haldia Dock  
Complex; Syama  
Prasad Mookerjee  
Port, Kolkata.  
Engineering  
Department Jawahar  
Tower Complex;  
P.O.: Haldia  
Township; Dist.:  
Purba Medinipur;  
PIN: –721607  
West Bengal, India.

Dear Sir,

**Subject:** *LAYING, TESTING AND COMMISSIONING OF 3.3 KV (UE) GRADE, 3 CORE X 400 SQ. MM, XLPE INSULATED ARMoured ALUMINIUM CABLE FROM POWER HOUSE SUB-STATION UP TO CENTRAL WORKSHOP BOUNDARY AT HALDIA DOCK COMPLEX, SYAMA PRASAD MOOKERJEE PORT.*

**Reference:** i) **Work Order No.:** ...../...../...../O-... dated  
.....

ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

I/We do hereby declare that I/we have received full and final payment from Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata for the execution of the subject work, and I/we have no further claim against Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date: .....

Name of Contractor: .....

Address: .....

## **General Conditions of Contract**

### **Forms And Agreements**

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

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CALCUTTA PORT TRUST  
CALCUTTA DOCK SYSTEM  
& HALDIA DOCK COMPLEX  
MAY, 1993

# TABLE OF

- A. INDEX TO GENERAL CONDITIONS OF CONTRACT
- B. FORM OF TENDER
- C. FORM OF AGREEMENT
- D. FORMS GC 1, GC 2, GC 3
- E. PERFORMANCE BOND

## GENERAL CONDITIONS OF CONTRACT

### INDEX

#### **CLAUSE**

1. DEFINITION
2. DUTIES & POWER OF ENGINEER & ENGINEER'S REPRESENTATIVE
3. THE TENDER/OFFER AND ITS PRE-REQUISITES
4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK
6. TERMS OF PAYMENT
7. VARIATION AND ITS VALUATION
8. DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/  
TERMINATION OF CONTRACT
9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT
10. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &  
ARBITRATION

## DEFINITIONS

### 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 Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) 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	<b>“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.</b>	Temporary works
1.8	<b>“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.</b>	Extra works and Excess works
1.9	<b>“Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.</b>	Specification
	<b>“Drawings” means the drawings referred to in the Tender and specification and any modification of such</b>	Drawings
1.10	<b>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.</b>	
1.11	<b>“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.</b>	Contract
1.12	<b>“Constructional Plant” means all appliances or things of whatsoever nature required in 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.</b>	Constructional Plant
1.13	<b>“Site” means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other Lands or places provided by the Trustees for the purpose of the Contract.</b>	Site

1.14	<b>“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.</b>	Contract Price
1.15	<b>“Month” means English Calendar Month.</b>	Month
1.16	<b>“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).</b>	Excepted Risks
1.17	<b>Word importing the singular only, also includes the plural and vice-versa where the context so requires.</b>	Singular/Plural
1.18	<b>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.</b>	Headings/ Marginal Notes.
1.19	<b>Unless otherwise stipulated the word “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.</b>	Cost
2.0	<b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER’S RESENTATIVE.</b>	
2.1	<b>The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer’s direction on any matter whatsoever.</b>	Engineer’s Authority
2.2	<b>The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.</b>	Authority of Engineer’s Representative
2.3	<b><i>The Engineer shall have full power and authority :</i></b> <b>(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.</b>	Engineer’s Power



- (b)** to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c)** to order for any variation, alteration and modification of the work and for extra works.
- (d)** to issue certificates as per contract.
- (e)** to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f)** to grant extension of completion time.

**2.4**      *The Engineer's Representative shall :*

- (i)** watch and supervise the works.
- (ii)** test and examine any material to be used or workmanship employed in connection with the work.
- (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.
- (iv)** take measurements of work done by the contractor for the purpose of payment or otherwise.
- (v)** order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
- (vi)** have powers to issue alteration order not implying modification of design and extension of completion time of the work and,
- (vii)** have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

Power of  
Engineer's  
Representative.

**2.5**      *Provided always that the Engineer's Representative shall have no 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.

Limitation      Of  
Engineer's  
Representative's  
Power

2.6	Provided also as follows:	Engineer's Overriding Power
	<p>(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 sustained by him.</p> <p>(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.</p> <p>(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.</p>	
3.0	<b>THE TENDER/OFFER AND ITS PRE-REQUISITES</b>	
3.1	<p>The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:</p> <p>(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.</p> <p>(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.</p> <p>The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.</p>	<p>The tender must encompass all relevant aspects/issues.</p> <p>Site &amp; Local condition.</p> <p>Drawing/Specification/ Nature &amp; extent of work to be done.</p> <p>Accommodation for Contractor's men/materials</p>

- (c) 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.
- (d) 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.
- (e) 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		Scale of E. M. Deposit
	For Works Contract	For Contract of Supplying Materials or Equipment only.	
Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	

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

**(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.** Refund of E.M.

**(d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :** Exemption from E.M. to Regd. Firms

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

**(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.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

Scale of S.D. recovery.

- (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

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

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

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

	(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 :	Applicability of laws on the contract
	1. The Indian Contract Act, 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 Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).	
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 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

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| <b>4.6</b> | <b>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.</b> | Contractor cannot sub-let the work  |
| <b>4.7</b> | <b>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.</b>   | Contractors’ price is inclusive of all costs  |
| <b>4.8</b> | <b>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.</b>   | Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer |

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- 4.9** Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.

Contractor to  
Submit his  
programme of  
work

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

- 4.10** Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.

Contractor to  
supervise the  
works

- 4.11** The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

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

- 4.12** The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.

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

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- 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 be recoverable from the contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- Contractor is responsible to protect the work
- 4.14** The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
- 4.15** The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
- Fossils, Treasure troves, etc. are Trustees' property

- |             |  |   |
|-------------|--|---|
| <b>4.16</b> | <p>The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <ul style="list-style-type: none"> <li><b>(a)</b> Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.</li> <li><b>(b)</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.</li> <li><b>(c)</b> 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.</li> <li><b>(d)</b> Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.</li> <li><b>(e)</b> Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.</li> <li><b>(f)</b> 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.</li> </ul> | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p> |
| <b>4.17</b> | <p>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 labourers 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 Calcutta Municipality Corporation or other 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 in case of Trustee's enlisted contractor to the address as appearing in the Trustee's Register 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.

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| <b>4.20</b> | <b>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.</b>  | Contractor not to publish photograph or particulars of work                  |
| <b>4.21</b> | <b>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.</b>   | Contractor to provide facilities to outsiders                                |
| <b>4.22</b> | <b>The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.</b>   | Work to cause minimum possible hindrance to traffic movement                 |
| <b>4.23</b> | <b>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.</b>   | Trustees' lien on Contractor's Plant & Equipment.                            |
| <b>5.0</b>  | <b>COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.</b>  |  |
| <b>5.1</b>  | <b>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.</b> | Preliminary time to commence work and maintenance of steady rate of progress |
| <b>5.2</b>  | <b>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.</b>   | Contractor's site office   |

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

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| <b>5.3</b> | 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   |
| <b>5.4</b> | 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 |
| <b>5.5</b> | 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   |
| <b>5.6</b> | 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   |
| <b>5.7</b> | 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.  |
| <b>5.8</b> | Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply;  |   |

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| <p><b>(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.</b></p>  | <p>The Contractor shall account for and look after the Trustees' materials</p>  |
| <p><b>(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.</b></p>  | <p>Contractor to compensate for loss and Damage to Trustees' materials</p>  |
| <p><b>(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.</b></p>  | <p>Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work</p> |
| <p><b>(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.</b></p> | <p>Recovery from Contractor for Trustees' materials under normal circumstances</p>                                      |

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

Recovery from Contractor for Trustees' materials under other circumstances.

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

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

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

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

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



- 5.11** On a written order of the Engineer or his Representative, the contractor 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 –
- Contractor to suspend work on Order from Engineer or his Representative
- (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.
- 5.11.1** If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12** When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.
- Completion Certificate G.C.1.

**6.0 TERMS OF PAYMENT:**

- 6.1** No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.
- 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.
- All interim payments are advances till issue of Certificate in Form G.C.2
- Payment on the basis of measurements at agreed rates.
- Limitation for on account payment

- 6.4** Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.
- Recording of measurements
- 6.5** Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.
- Contractor to prepare and submit his bills
- 6.6** At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor, Provided always that –
- Advance payment against Non-perishable materials
- (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions,

- (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 favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalized Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.**
- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.**

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| <b>6.7</b> | <b>No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should over certify for payment or the Trustees should over-pay the Contractor on any account.</b>                       | Recovery for wrong and over payment               |
| <b>6.8</b> | <b>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.</b> | Interest not admissible to Contractor             |
| <b>7.0</b> | <b>VARIATION AND ITS VALUATION :</b>   |   |
| <b>7.1</b> | <b>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.</b>   | Quantities in Bill of Quantities of Tender        |
| <b>7.2</b> | <b>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 :</b>   | Engineer's power to vary the works                |
|            | <b>(a) Increase or decrease the quantity of any work included in the contract.</b>   |   |
|            | <b>(b) Omit any work included in the contract.</b>   |   |
|            | <b>(c) Change the Character or quality or kind of any work included in the contract.</b>   |   |
|            | <b>(d) Change the levels, lines, position and dimensions of any part of the work, and</b>  |   |
|            | <b>(e) Execute extra and additional work of any kind necessary for completion of the works</b>   |   |
| <b>7.3</b> | <b>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.</b>                      | Variation by engineer do not vitiate the contract |

- 7.4** Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed
- 7.5**
- (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional or omitted work or substituted work Engineer's powers
  - (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
  - (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
  - (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

- 8.1** Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.
- 8.2** (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 price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- Extension of completion time
- '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 adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- 8.3.1** Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2** In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.
- 8.3.3** Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4** The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

**9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

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

Contractor's obligation for maintenance of work.

**9.2** The Contract 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 it was left by his predecessor.
- 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 justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.**

No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the contractor 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.**

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

**-::FORM OF TENDER::-**

**CONTRACT NO.:** .....

To

.....  
.....  
.....  
.....

I/We..... of

.....  
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within..... month/week 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, Drawings and Special & General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed the said Specifications, 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. ....  
(Repeat in words) .....

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

(\* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager(Finance), Haldia Dock Complex vide Receipt No.

..... of .....  
as Earnest Money.

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

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

Signature of Tenderer (Seal  
of the Tenderer)

Witness:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(In Block Letters)

Name of the  
Tenderer: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address \_\_\_\_\_

Occupation: \_\_\_\_\_

\_\_\_\_\_

***Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.***

**THE BOARD OF TRUSTEES FOR**  
**THE PORT OF CALCUTTA FORM**  
**OF AGREEMENT**

THIS AGREEMENT made this ..... day of ..... 19.....between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and

.....  
(hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz

..... and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS 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 :-
  - a. The said Tender/Offer & the acceptance of Tender/ Offer.
  - b. The Drawings.
  - c. The General Conditions Of Contract.
  - d. Special Conditions Of Contract (If any).
  - e. The Conditions Of Tender.
  - f. The Specifications.
  - g. The Bill Of Quantities.
  - h. All Trustees’ Schedule of rates & prices (if any).
  - i. 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 construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*



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

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

Was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

The Common Seal of the Trustees was hereunto affixed in he presence of : Name :- \_\_\_\_\_

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

KOLKATA PORT TRUST

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..... Dt .....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 20.... in accordance with terms of the Contract and you are required to maintain the work in accordance with Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ days / weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 20....

to the \_\_\_\_\_ day of \_\_\_\_\_ 20....

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

C.C. to: The Deputy Chief Engineer ( )

The Deputy Manager ( )

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

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

**KOLKATA PORT TRUST**

**FORM G.C.2.**

**Certificate of Final Completion.**

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

This is to certify that the following work viz:-

Name of work : .....

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

Work Order No.....dt .....

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

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

**SYAMA PRASAD**  
**MOOKERJEE PORT,**  
**KOLKATA**  
**FORM G.C.3**

('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Engineer  
Kolkata Port Trust,  
Calcutta/Haldia.

(Atten.....)

(Address, the Trustees' Official, mentioned in the Work  
Order and under whom the Contract was executed)

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 :- \_\_\_\_\_ dt. \_\_\_\_\_

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)

*Laying, testing and commissioning of 3.3 KV (UE) grade, 3 Core x 400 sq. mm, XLPE insulated armoured aluminium cable from Power House sub-station up to Central Workshop boundary at Haldia Dock Complex, Syama Prasad Mookerjee Port.*

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

To  
The Board of Trustees for  
the Port of Calcutta,

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

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs....., a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at

..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for

..... (write the name of the work as per Work Order) in terms of the Work Order No.

..... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees.), we,..... Branch,

Calcutta ..... / Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees

.....) We, .....

..... Branch, Calcutta

..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, .....

..... Branch, Calcutta...../

Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, .....

..... (Name

of the Bank), ..... Branch,  
Calcutta ..... / Haldia, to decline to honour the  
Bank Guarantee in the manner aforesaid. The very fact that We, .....  
..... Branch, Calcutta ...../  
Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute  
sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference,  
whatsoever, to the contractor.

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

3. We, ..... Branch,  
Calcutta ..... / Haldia, further agree that the Bank Guarantee  
herein contained shall remain in full force and effect, during the period that is taken for the due  
performance of the said contract by the contractor and that it shall continue to be enforceable till all  
the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have  
been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the  
terms and conditions of the said contract have been fully and properly observed/ fulfilled by the  
contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that  
this guarantee shall remain valid upto and inclusive of ..... day of ..... 20  
..... and subject all so that the provision that the Trustees shall have no right to  
demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of  
the aforesaid validity period upto ..... or any extension thereof made by us  
..... Branch, Calcutta  
..... / Haldia, in further extending the said validity  
period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as  
required/determined by the Trustees, only on a written request by the Trustees to the contractor for  
such extension of validity of this Bank Guarantee.

4. We, ..... Branch,  
Calcutta ..... / Haldia, further agree that, without our consent  
and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest  
liberty to vary from time to time any of the terms and conditions of the said contract to extend the time  
for full performance of the said contract including fulfilling all obligations under the said contract or to  
extend the time for full performance of the said contract including fulfilling all obligations under

the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, .....  
Branch, Calcutta

..... / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, ..... Branch, Calcutta...../ Haldia.

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

SIGNATURE .....  
NAME .....  
DESIGNATION .....  
(Duly constituted attorney for and on behalf of) BANK  
.....  
BRANCH .....  
CALCUTTA ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

## Bid Security Declaration Format

**Tender No. SDM(P&E)/T/ 81 /2020-2021;**

**E-Tender No. : 2021\_KoPT\_621452\_1**

To,

**General Manager (Engg.)  
Haldia Dock Complex;  
Syama Prasad Mookerjee Port, Kolkata.**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

**I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We**

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;  
or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Bid Securing Declaration)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal: