

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Formerly Kolkata Port Trust)
HALDIA DOCK COMPLEX



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

ENGINEERING DEPARTMENT INVITE E-TENDER

[E-Tender. SDM (P&E)/T/ 7/2021-2022

FOR

**"Carrying and installation of 03 capstans and allied machinery from
Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I
on lump sum basis"**

July- 2021

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[E-Tender No. SDM (P&E)/T/ 7/2021-2022]

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)**

HALDIA DOCK COMPLEX

SHORT E-TENDER NOTICE

E-Tender No. **SDM (P&E)/T/ 7/2021-2022**

Online e-tenders are invited for the work of "Carrying and installation of 03 capstans and allied machinery from Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I on lump-sum basis"

Closing date & time of online submission of e-tender: 05.08.2021, up to 15:00 Hrs.

For details of tender and any corrigendum / addendum, please visit **Rail Tel's e-Nivida Portal's** [e-portal <https://kopt.enivida.in>].

**General Manager (Engineering)
Haldia Dock Complex
SMP, Kolkata**

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(FORMERLY KOLKATA PORT TRUST)
HALDIA DOCK COMPLEX
NOTICE INVITING E-TENDER
(E-Tender No. SDM (P&E)/T/ 7/2021-2022)

E-Tender, 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, Kolkata (SMP Kolkata), from the intending bidders, fulfilling the “Minimum Eligibility Criteria (MEC)” and complying with the “Other documents” for the work of “Carrying and installation of 03 capstans and allied machinery from Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I.”

2.1 MINIMUM ELIGIBILITY CRITERIA(MEC):

2.1.1 The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least Rs 3,60,000.00. Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2017-18, 2018-19 and 2019-20, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

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

2.1.2 The bidders 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 Rs 4,80,000.00 each.

Or

b) Two similar completed works of contract value not less than Rs 6,00,000.00 each.

Or

c) One similar completed work of contract value not less than Rs 9,60,000.00

The term “similar works” means –

Repair/construction/restoration of marine structures such as jetties/pontoons/gangways etc

Note: The bidder(s) will 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.

2.2 DOCUMENTS

A. ESSENTIALDOCUMENTS:

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

- a) Scanned copies of Audited Balance Sheets and Profit & Loss Accounts for the years 2017-18, 2018-19 and 2019-20.
- b) Scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, value of work done, etc. Work Experience as a sub-contractor or supply contractor shall not be considered as requisite qualification.
- c) Bid security declaration (as per given format in the tender document).

B. OTHERDOCUMENTS:

- a) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- b) 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.
- c). 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.
- d). 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 Syama Prasad Mookerjee Port, Kolkata against all damages & accident occurring to their laborer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.
- d) PAN Card, issued by Income Tax Department, Government of India.
- e) Certificate of MSEs registered with NSIC under Single Point Registration scheme/DIC.

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.A is not submitted by the bidder. Essential documents mean papers related to "Minimum Eligibility Criteria (MEC)", including Bid Document fee.

2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:

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

- <https://kopt.enivida.in> of RailTel Portal.
- <http://www.smpportkolkata.shipping.gov.in> of SMP Kolkata [FORMERLY KOLKATA PORTTRUST].

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

2.5 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the electronic bidding process through the website of E-NIVIDA (<https://kopt.enivida.in>) only.

General Manager (Engineering)
Haldia Dock Complex,
SMP, Kolkata

SCHEDULE OF TENDER (SOT)

E-Tender No. SDM(P&E)/T/ 7 /2021-2022

3.1.	Name of work	::	Carrying and installation of 03 capstans and allied machinery from Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I on lump-sum basis.
3.2.	Tender Inviting Authority	::	General Manager (Engg.), Haldia Dock Complex, SMP, Kolkata
3.3.	Mode of Tender	::	e-Procurement System. Online (Part I: Pre-qualification & Techno-commercial Bid and Part II: Price Bid) through https://kopt.enivida.in of e-Nivida. No physical tender is acceptable by Haldia Dock Complex, SMP, Kolkata.
3.4.	Estimated Cost	::	Rs 12,00,000.00 (excluding GST)
3.5.	i) Bid Document Fee (Cost of bidding documents)	::	The intending bidders should deposit Rs 590.00 (Indian Rupees: five hundred and ninety) only [including GST @ 18%] , as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any Scheduled/Nationalized Bank payable at Haldia, on or before the closing date of tender, 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) Earnest Money Deposit (EMD)	::	No Earnest Money is required to be deposited to Haldia Dock Complex, SMP Kolkata. All bidders shall upload a "Bid security Declaration" as per format attached as Annexure-B of Bidding form.
			NOTE :: i) Bid Document Fee and Bid security Declaration [as per format attached as Annexure-B of Bidding form] are to be physically deposited at the office of Tendering Authority [Sr. Dy. Manager (P&E)], Haldia Dock Complex, Operational Administrative Building(1st floor), Chiranjibpur, Haldia, PIN 721604, separately in a single sealed envelope, mentioning Tender no. with proper marking. Demand Draft /Banker's Cheque against cost of bidding document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Syama Prasad Mookerjee Port, Kolkata payable at Haldia before opening of the tender, as specified in the Tender Document.

			For exemption of Bid Document Fee bidders to upload the scanned copy of the MSEs registered with NSIC under Single Point Registration scheme/DIC. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected.
	iii) RailTel Tender Processing Fee (Non refundable)		<p>a) Mode of Payment:- E-payment Only through Debit / Credit Card or Net Banking.</p> <p>b) Tender Processing Fee (TPF)- 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST @ 18%.</p> <p>c) Registration Charges: Rs. 2000/- + Applicable GST Per Year.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission. 2. Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal (i.e. Service Provider).
3.6.	Completion Period	::	30 days from the date of issuance of work order (Excluding w/o date)
3.7.	Bid Validity	::	120 days.
3.8.	Performance Guarantee / Bank Security Deposit	::	3 % of the Contract Value (excluding GST) will be retained as performance guarantee for guarantee period of 12 months from the date of completion of the work.
3.9.	i) Last Date & time of submission bid at https://kopt.enivida.in	::	05.08.2021 up to 15:00 Hrs. (IST).
	ii) Date & time of opening bids (Techno-commercial Bid & Price Bid).	::	05.08.2021 after 15:00 Hrs. (IST).
3.10.	Address of the Employer	::	Syama Prasad Mookerjee Port, Kolkata (Formerly Kolkata Port Trust) 15 Strand Road, Kolkata – 700 001, West Bengal, India.

3.11.	Address of Engineer	::	<p>General Manager (Engineering), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.</p> <p><u>Address:</u> Engineering Department Jawahar Tower Complex ; P.O. Haldia Township; Dist. Purba Medinipur ; PIN: –721607, West Bengal, India.</p> <p>Telephone no. : + 91-3224-264496 E. mail : aganesan.hdc@kolkataporttrust.gov.in</p>
3.12.	Address of the Engineer's representative	::	<p>Shri A. K. Kar Designation : Sr. Dy. Manager (P&E), Operational Administrative Building (1st floor), SMP, Kolkata, Haldia Dock Complex, Chiranjibpur; P.O: Haldia; Dist. Purba Medinipur; PIN: 721 604; West Bengal; India. Mobile no.: + 91 94340 52489 E.mail: akkar.hdc@kolkataporttrust.gov.in</p>

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

SECTION – IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION

4.1 Introduction:

- 4.1.1** Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.
- Further, bidders are requested to go through the following information and instructions available on the RailTel , <https://kopt.enivida.in>, before responding to this e-tender :
- Bidders Manual Kit
 - Help for Contractors
 - FAQ
- 4.1.2** The intending bidders are requested to go through the “**Instructions To Bidders (IB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.
- 4.1.3** **SPECIAL NOTE:**
THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT <https://kopt.enivida.in> only.
- 4.1.4** Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with RailTel are pre-requisites for the instant e-Tendering.
- 4.1.5** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://kopt.enivida.in>.
- 4.1.6** All entries in the tender should be entered in online Technical & Commercial formats, without any ambiguity.
- 4.1.7** The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).
- 4.1.8** E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.
- 4.1.9** The intending bidders are requested to submit their bids, keeping sufficient time in hand.

4.1.10 Contact person (Haldia Dock Complex):

- (i) (i) Shri A.K.Kar,
Designation: Sr. Dy. Manager (P&E),
Mobile No.: + 91 94340 52489
E-mail : akkar.hdc@ **kolkataporttrust.gov.in**
- (ii) Sri N. Banerjee
Designation: Asst. Manager
Mobile No. + 91 7478007300
Landline: + 91-3224-252683
e-mail : nbanerjee.hdc@ **kolkataporttrust.gov.in**

Contact persons (RailTel Portal):

- (i) Shri Siddharth Ghosh
Mobile No.: + 91 9355030604
E-mail : ewizardsiddharth@gmail.com
- (ii) Shri Deepak Jha
Mobile No.: +91 8448288981
E-mail : ewizarddipak@gmail.com

4.1.11 Bidding in e-tender:

- (i) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- (ii) Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- (iii) Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting bidder :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) DD/BC No.:
- (iv) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.

- (v) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

4.2 Other Instructions related to e-Procurement:

- 4.2.1** The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://kopt.enivida.in> Tenders will be opened electronically on specified date and time as given in the Tender.
- 4.2.2** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.3** Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with <https://kopt.enivida.in>. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.2.4** E-tender cannot be accessed after the due date and time mentioned in NIT.
- 4.2.5** Bidding in e-tender :
- a) Vendor(s) need to submit necessary Bid document fees to be eligible to bid online in the e-tender. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
 - b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
 - c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - f) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
 - g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
 - h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - i) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
- 4.2.6** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.7** No deviation to the technical and commercial terms & conditions are allowed.

- 4.2.8** The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 4.2.9** Vendors are requested to read the vendor guide and see the video in the page kopt.enivida.in to familiarize them with the system before bidding.
- 4.2.10** No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- 4.2.11** The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 4.2.12** The bid will be evaluated based on the filled-in technical & commercial formats.
- 4.2.13** The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 4.2.14** Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of RailTel.
- 4.2.15** Due date of submission of tender will not be extended under any situation.

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

5.2 **Fraud and corruption**

5.2.1

It is the policy of **SMP Kolkata (erstwhile KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **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 Bidding 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 [PartI]**.
- 5.4.2** In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s) , subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.4.3** In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour (in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.4.4** Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

B. CONTENTS OF BIDDING DOCUMENTS

5.5 Sections of Bidding Documents

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

5.7.1 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**.

5.7.2 Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e. who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.

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

5.10.1 The Bid shall comprise of the following:-

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

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender

(SOT), Instructions To Bidders (ITB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.inonly>.

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

5.12.1

The Bidder shall quote their price on-line (**through RailTel 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.

5.12.2

The Bidder should submit(upload)the **unpriced** format[BiddingFormVI : **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

5.13.1

The prices are to be quoted by the Bidder **through RailTel Portal**, considering the work requirements, as detailed in **Section VI (Scope of Work)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

5.13.2

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

5.13.3

The prices and rates entered (electronically through RailTel 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 Scope of Work (Section VI)] and equipment atsite.
- (b) The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.

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

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

5.13.5 Rates & amounts 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.

5.13.6 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.

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

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

5.13 Currencies of Bid

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

5.14 Period of validity of bids

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

5.15.2 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.

D. SUBMISSION OF BIDS AND OPENING OF BIDS (INCLUDING PRICEBID)

5.15 Submission of bids

5.17.1 Bidders shall have to submit their bids [both **Pre-qualification & Techno- commercial Bid** and **Price Bid**] on-line through **RailTel Portal only**.

5.17.2 The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pr- qualification Criteria and Techno-commercial Bid**.

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

5.17.4 Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorized person.

5.17.5 The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, SMP Kolkata (FORMERLY KOLKATA PORTTRUST)**.

5.16 The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website of <https://kopt.enivida.in> only. **No hardcopy of priced "Price Schedule" is required to be uploaded.** Techno-commercial offer

5.18.1 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.

5.18.2 If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **SMP Kolkata**.

5.17 Priced offer

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **E-NIVIDA** 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

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

5.20.2 **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

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

5.22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified 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**.

5.21 Bid opening [including Price Bid]

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

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

E. EVALUATION OF BIDS

5.22 Confidentiality

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

5.24.2 Any attempt by a Bidder to influence **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**.

5.24.3 Notwithstanding **ITB Clause No. 5.24.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact 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

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

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

- (a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the Bidding Documents, 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.
- 5.27.3** Bidders shall not contain the following information / conditions to consider them responsive:
- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
- (b) Adjustable prices, other than the provisions stated in **ITB**.
- 5.27.4** If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by 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**
- 5.28.1** 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.
- 5.28.2** **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.
- 5.28.3** 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**
- 5.29.1** At first, the contents of the documents, submitted in support of the Pre- qualification Criteria [including the further documents / clarifications received in accordance with **ITB**] will be scrutinized and evaluated.
- 5.29.2** 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.

- 5.29.3** In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to **SMPKolkata**, 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

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

5.30.2 **SMP Kolkata** shall examine the bid to confirm that all terms and conditions specified in the **Scope of Work , GCC** and **SCC** have been accepted by the bidder without any material deviation or reservation or omission.

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

5.30.4 During Techno-Commercial evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case:-

- a) Requisite “Bid Security Declaration”, duly filled in, signed & stamped, is not submitted.
- b) Requisite Bid Document Fee is not paid.
- c) Valid NSIC Certificate for MSEs along with DIC’s (DISTRICT INDUSTRIES CENTRE)
- d) Certificate is not submitted, in case of exemption from depositing Bid Document Fee.
- e) Any indication of quoted price anywhere in the document(s) uploaded by the bidder.

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 Evaluation criteria and selection of Successful Bidder

Evaluation with respect to Priced Bill of Quantities (BoQ) :

5.32.1

While evaluating the Price Bid, the unit rates quoted by the Bidders against all items, including all other charges except GST, shall be considered for evaluation.

The unit rates, quoted by the Bidders, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item.

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.

5.32.2

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.

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

5.33.1 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.

F. AWARD OF CONTRACT

5.32 Subject to **ITB Clause No. 5.33.1**, **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**).

SECTION – VI

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

A. Scope of Work & Technical Specification

6.1 Preamble

There are 06 number of capstans located at HOJ-I. The capstans are located on the service platform and mooring dolphins of the jetty. Out of the 06 capstans, 03 capstans has been repaired by Haldia Dock complex along with 03 number of driving motors. The assembled capstans have to be loaded in trucks/dumpers by using hydra at central workshop. Subsequent to it, it has to be taken to approach jetty of lock entrance wherein it shall be off loaded to a crane pontoon. Then the crane pontoon has to be towed and has to be placed alongside HOJ-I. Thereafter, the crane pontoon shall be placing the capstans in their respective positions and finally it has to be riveted/bolted to its bases.

6.2 Appurtenant works for the bases of motors and capstans

The capstans and motors have to be installed in their respective bases. Before installation, civil works has to be done including fabrication of the channel using mild steel of requisite grade, fittings & fixtures, with all other incidental charges as required, all complete and as directed. The contractor has to take the measurement of the civil works required for preparation of bases of motors and base plates for the capstans. The scope of work also includes all other works as described in the attached “Bill Of Quantities” and ancillary and appurtenant works.

6.3 Manpower

The contractor will have to deploy qualified & experienced manpower (Mechanical & electrical supervisor, Technicians & labours) for successful discharge of contract obligations.

6.4 Materials:

The contractor will provide all requisite materials and consumables required for the aforesaid work. However, electricity and water at site will be provided free of cost by HDC for execution of the said work. Cables from drawing electricity from source has to be provided by the contractor.

6.5 Equipment:

The contractor shall provide all equipment (crane pontoon, trucks/dumpers, hydra) required for performing the job. No support shall be provided by HDC in terms of equipment. The contractor will supply all kinds of tools and tackles, lifting appliances, measuring instruments etc. required for the seamless discharge of the instant contract liabilities.

6.6 Shutdown period

The contractor shall have to execute the work during the no vessel period at HOJ-I and approach jetty. Under normal circumstances, no shutdown will be allowed. However, if the same is required (as per request of the contractor) for installation of the capstans, the same will be provided on one occasion for which the contractor shall notify the same atleast 48 hours in advance and it should not be more than 6 hours at a stretch. The civil and other ancillary work for smooth installation of the capstan shall be carried out by the contractor in between two vessels. The shutdown period will be duly notified to the contractor in advance of 24 hours. However, the contractor will have to take the hot work permission separately from HDC authority in advance.

B. Special conditions of contract

6.6 Payment Terms: 97 % payment will be made within 30 (thirty) days from the date of successful installation of the capstans along with motors at the HOJ-I and appurtenant works and acceptance of the same by Sr Dy Manager (P&E) or his authorized representatives from the date of submission of clear and unambiguous bills, whichever is later. 3 % of the order value will be retained as security deposit and refund will be made within 30 days of expiry of guaranteed period.

The bills should be submitted, in quadruplicate, to the office of the Sr. Dy. Manager (P&E), along with all relevant documents. Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

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

6.7 Completion period:

The above job to be completed within 30 days from the date of placement of Order (excluding the WO date). However, if the work could not be carried out in the due time due to non-availability of shutdown (as requested by the contractor) on Port's account, the completion period will be extended without imposition of liquidated damages. However, the same is at sole discretion of Port.

6.8 Modification/Alteration:

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

6.9 Wastage:

The quantity of scrap (if any) generated due to fabrication and the dismantling of channels of the capstans and motors to be deposited to HDC site store after weigh-ment and related documents jointly certified by contractor and the representative of Sr. Dy.Manager (P&E) or his authorized representative to be submitted by the contractor. Weightment charges to be borne by the contractor.

6.10 Contractor's Labour:

It is specifically stipulated that under no circumstances, HDC's will take any liability for the men

and materials deployed by the contractor, for this contract. No transport, residential accommodation and canteen facilities will be provided to the contractor and / or their staff.

6.11 Keeping Site Clean :

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

6.12 Inspection of the Fabricated and Erected items:

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

6.13 GUARANTEE PERIOD:

All fabricated structures, duly painted, erected and commissioned should be guaranteed by the contractor for a period of 12 months, counted from the date of final acceptance of the total execution under the contract. Guarantee in part will not be acceptable. Proper marking of all fabricated structures will have to be done by the contractor. If any defect whatsoever develops during the Guarantee Period, the same will have to be rectified / replaced by the contractor at their own cost. In default, the Trustees' will be at liberty to get the repair done at the cost and risk of the contractor. The contractor should mention the contact address nearby Kolkata / Haldia for such guarantee repairs.

6.14 LIQUIDATE DAMAGE CLAUSE:

If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. GST at prevailing rate will be applicable on LD amount.

6.15 REPORT OF ACCIDENT:

The contractor shall, within 24 (twenty four) hours of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Engineer or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority, whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings, along with the statements so recorded, will then be forwarded by the contractor to the Engineer at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor/Engineer on duty, engaged by the contractor, and a copy of the same to be forwarded immediately to the Engineer.

6.16 SAFETY:

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of

the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

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

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

6.17 DOCK PERMIT:

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

6.18 TAXES:

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

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

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

SECTION VII
GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX
AUGUST, 2009

GENERAL CONDITIONS OF CONTRACT

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AMENDMENT
TO

II. GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

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

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

GC - 2

1. DEFINITIONS

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

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

- 2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. ***Authority of Engineer's Representative***
- 2.3 *The Engineer shall have full power and authority:* ***Engineer's Power***
- (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) 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 :* ***Power of Engineer's Representative.***
- (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.

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

***Limitation of
Engineer's
Representative's
Power***

- (a) to order any work involving delay or any extra payment by the Trustees,
- (b) to make variation of or in the works; and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6 Provided also as follows:

***Engineer's
Overriding Power***

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

***The tender must
encompass all
relevant aspects/
issues.***

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.

***Site & Local
condition.***

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

***Drawing/
Specification/
Nature &
extent of
work to be
done.***

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

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

Disclosure of Owner's name.

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Earnest Money and Security Deposit.

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

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

*Method of
Paying E.M.*

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

Refund of E.M.

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

*Exemption from
E.M. to Regd.
Firms*

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

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.

*Tender with-
out EM liable to
rejection.*

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

*Forfeiture of
E.M. before
Acceptance of
offer.*

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

*E.M. to be
converted to
part S.D.*

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

*Mode of
recovery of
balance S.D.*

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Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.
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

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

Mode of refund of S.D.

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

Forfeiture of S.D.

3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

*Bank Guarantee
in lieu of Cash
S.D. in certain
cases*

3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (a) The contract documents shall be drawn-up in English language.

*English language
to be used*

(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts:

*Applicability of
laws on the
contract*

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen’s Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act, 1970.
6. The Dock Workers’ Act, 1948.
7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract.

*Contractor to
Execute Contract
Agreement.*

4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

*Interpretation of
contract
documents –
Engineers’ Power*

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

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

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

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

4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following:

*Contractor's
quoted rates/price
must be all
inclusive*

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

*Notice to
Contractor.*

4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

*Contractor not to
publish
photograph or
particulars of work*

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

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

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

Recovery from Contractor for Trustees' materials under normal circumstances

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

Recovery from Contractor for Trustees' materials under other circumstances.

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

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

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

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

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

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

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

5.11 On a written order of the Engineer or his Representative, the contractor 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, and the same shall be final and binding on the Contractor.

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

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

*Completion
Certificate G.C.1.*

6.0 TERMS OF PAYMENT:

6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

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

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

Payment on the basis of measurements at agreed rates.

6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.

Limitation for on account payment

6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

Recording of measurements

6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma

Contractor to prepare and

approved by the *submit his bills*
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.

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,
- (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
- (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

*Advance payment
against Non-
perishable
materials*

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

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

6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.

*Recovery for
wrong and over
payment*

6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

*Interest not
admissible to
Contractor*

7.0 VARIATION AND ITS VALUATION:

7.1 The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.

*Quantities in Bill
of Quantities of
Tender*

7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

*Engineer's power
to vary the works*

- 7.2 (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

*Variation by
engineer do not
vitate the
contract*

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

*Where written
order for
variation is not
needed*

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

*Payment for
extra or
additional, or
omitted work or
substituted work,
Engineer's
powers*

(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

Extension of completion time

- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

'Liquidated Damage' and other compensation due to Trustees

- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-

clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

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

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

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

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

*Contractor's
obligation for
maintenance
of work.*

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

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

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

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex

FORM G.C.1
Initial completion Certificate

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :
.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 6.2 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

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

Yours faithfully,

Signature.....
(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

C.E.O.....dt.....

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

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

Syama Prasad Mookerjee Port, Kolkata
Haldia Dock Complex

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

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

Dear Sir,

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

Name of work : _____

Work Order No :- _____

Contract No. _____

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

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

SECTION – VIII
BIDDING FORMS

BIDDING FORM – I

E-Tender No. SDM(P&E)/T/7/2021-22
MINIMUM ELIGIBILITY CRITERIA

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

(I) ANNUAL TURNOVER STATEMENT

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

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

SIGNATURE OF CHARTERED ACCOUNTANT ::

NAME OF CHARTERED ACCOUNTANT ::

(COMPANY SEAL)

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

(II) TECHNICAL EXPERIENCE

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

BIDDING FORM-II

E-Tender No. SDM(P&E)/T/7/2021-2022

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)/Mob. No.	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
4.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	

	d)	Facsimile number(s)	
	e)	Electronic mail address	
5.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited Company .		
6.	Details of the Banker(s) :		
	a)	Name of the Banker(s) in full.	
	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	
7.	Bank details for ECS payment :		
	a)	Bank Account number.	
	b)	Name of the bank.	
	c)	Name of the branch.	
	d)	Address of the branch.	
	e)	RTGS code of the branch.	
	f)	MICR code of the branch.	
8.	Income Tax and Goods & Services Tax (GST) details (if applicable):		
	a)	Permanent Account Number (PAN)	
	b)	GST Registration Number (GSTIN)	
9.	Employees' Provident Fund (EPF) Code No.		
10.	Employees' State Insurance (ESI) Code No.		
11.	Mainlines of business		

BIDDING FORM-III

FORM OF TENDER

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

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

A. Name of Work:

E-Tender No.: **SDM(P&E)/T/72021-2022**

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 <https://kopt.enivida.in>*], withinmonth 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 requiredays 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 have submitted Bid Securing Declaration as per attached format attached as **Annexure-B** in lieu of EMD.

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)

Bid Security Declaration Format
(To be filled on Bidders Letter Head)

E-Tender No. SDM (P&E)/T/7/2021-2022.

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:

SECTION - X

CHECKLIST

E-Tender No. SDM(P&E)/T/7/2021-2022

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

*The offered prices would be given in the “**Price Bid (Part-II)**” electronically, through the website of e-Nivida only.*

Sl. No.	Particulars	Submitted/ Not submitted [Put \checkmark if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
1.	Proof of Bid Document Fee .	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of Bid Security Declaration: [Annexure-B]	<input type="checkbox"/>	<input type="checkbox"/>
3.	Audited Balance Sheets and Profit & Loss Accounts for the years 2017-18, 2018-19 and 2019-2020.	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
4.	Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>
5.	Bidding Forms		

Sl. No.	Particulars		Submitted/ Not submitted [Put \checkmark if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
	i)	Bidding Form – I	<input type="checkbox"/>	<input type="checkbox"/>
	ii)	Bidding Form - II	<input type="checkbox"/>	<input type="checkbox"/>
	iii)	Bidding Form – III	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Part II

Un-Priced Bill of Quantities (BOQ)/Price Schedule
(NOT TO BE FILLED HERE)

Carrying and installation of 03 capstans and allied machinery from Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I on lump sum basis
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Sl. No.	Description	Rate excluding GST(in Rs)
01	Carrying and installation of 03 capstans and allied machinery from Central Workshop of Haldia Dock Complex to Haldia Oil Jetty-I on lump sum basis	(TO BE FILLED IN THE PRICE BID OF THE PORTAL)