

TENDER DOCUMENT

KOLKATA PORT TRUST

**Office of The Superintending Engineer, Rabindra Setu,
205, Strand Bank Road, Kolkata 700 007; Tele – 033 2259-0264;
Fax - (033) 2259-5930; E-mail ID: amitabha.c@kolkataporttrust.gov.in**

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from bonafide, resourceful and experienced registered contractors of KoPT as well as other reputed outside agencies with required experience as per Prequalification criteria stipulated in Tender Document for **"Miscellaneous petty works at Rabindra Setu deck, approach footpath including flyover & Rabindra Setu Office, Rabindra Setu Traffic Guard Office, etc. as & when necessary for a period of one year from the date of placement of work order."** as per the attached Bill of Quantities. Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website www.mstcecommerce.com only.

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	RS/T/127/2016/01 DT. 01-08-2016
b. MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com /eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
c. E-Tender No.	KoPT/Kolkata Dock System/CE/56/16-17/ET/158
d. Date of NIT available to parties to download	From 01-08-2016 to 16-08-2016 (Upto 14.00 hours)
e. Pre-Bid Meeting date & Time	There will be no Pre bid meeting
f. Pre –Bid Meeting closing date & Time	N/A
g. i) Estimated Cost Of Work	Rs. 4,94,973.21 (Rupees four lakh ninety four thousand nine hundred seventy three and paise twenty one) only
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 10,000.00 (Rupees ten thousand) only to KoPT as per NIT.
iii) Bid Document fee	The intending bidders should submit the tender cost of Rs. 300.00 (Rupees three hundred) only (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.
iv) Transaction Fee	Rs.300.00 (Rupees Three hundred only including Service Tax & other charges @ 15.0% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure –I)

h. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited,Kolkata.	17-08-2016 up to 15.00 Hrs. <u>Three working days before the last date of closing of online bidding for the e-tender.</u>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	02-08-2016 (From 10.00 hours onwards)
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	18-08-2016 (Up to 3:00 P.M.)
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II (Price Bid): immediately after the opening of Part-I of the Tender.	18-08-2016 (After 3:30 P.M.)

List of Annexures

Important Instructions for E- Tender	:- Annexure - A
Commercial Terms & Conditions	:- Annexure - B
Techno Commercial Bid (Cover-I)	:- Annexure - C
List of Scanned Documents required to be uploaded	:- Annexure - D
Price Bid (Cover-II)	:- Annexure - E
General Conditions of Contract	:- Annexure - F (Separately provided)

Annexure-A

Important instructions for e-Tender

This is an e-procurement event of KOLKATA PORT TRUST. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the Terms & Conditions (Annexure- B) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required), will not qualify in the Tendering process for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →PSU/Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KoPT/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Kolkata Port Trust):</p> <p>1. Dealing Officer's name :- 1. A. Chattopadhyay, Superintending Engineer, R. Setu 2. N. Biswas, Executive Engineer, R. Setu</p> <p>Phone no: 033 2259-0264 e-mail : amitabha.c@kolkataporttrust.gov.in/nirmalya.b@kolkataporttrust.gov.in</p> <p>Contact person (MSTC Ltd):</p> <table><tr><td>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</td><td>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td></tr></table> <p>Landline:033 22901004</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows 8 / updated version</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in		

2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited. The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below :</p> <p>Bank Details : Axis Bank, Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details : Fax No. : 033- 22831002 Email IDs: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, will not have the access to on line e-tender and no correspondence in this respect will be entertained and Kolkata Port Trust (KoPT) will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Bank Draft/Banker's Cheque/Pay Order etc. well in advance and upload the scanned copy of the same.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/ Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.

	<p>e. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>f. Buyer reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.</p> <p>g. 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.</p> <p>h. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	Kolkata Port Trust (KoPT) has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	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.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	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.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
21.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
22.	Due date of submission of tender will not be extended under any situation.

Annexure –B

KOLKATA PORT TRUST
Office of The Superintending Engineer, Rabindra Setu,
205, Strand Bank Road, Kolkata 700 007; Tele – 033 2259-0264;
Fax - (033) 2259-5930; E-mail id: amitabha.c@kolkataporttrust.gov.in

Commercial Terms & Conditions

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Price Bids (Part-II) of only those eligible bidders who's Part-I Bids are complete and in order shall be opened immediately after the opening of Part-I of the Tender.
3	EARNEST MONEY : As Per NIT
4	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
5	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
6	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Special Conditions of the Contract over the General Conditions of Contract of KoPT, In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
7	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract.
8	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
9	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
10	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

11	Bidders are advised to visit the site of work prior to submission of their bid. Bidder should get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Superintending Engineer (Rabindra Setu) or his authorized representative at his office at 205, Strand Bank Road, Kolkata 700007 in this regard. Non compliance of the same shall in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
12	The bidder should sign the DECLARATION OF THE BIDDER and upload the same to denote their mode of acceptance and to submit the same along with his offer.
13	<p>VALIDITY :</p> <p>The tender shall remain open for acceptance for a period of 4 months from the date of opening of techno-commercial bid.</p> <p>Before expiry of this validity period, the Bidder shall not be allowed to revise any condition or his quoted rates of the tender.</p>
14	<p>NON- RESPONSIVE BIDDER :-</p> <p>The offer/tender shall be treated as non-responsive, if it :</p> <ul style="list-style-type: none"> (i) is not accompanied by requisite earnest money, (ii) is not accompanied by requisite Bid Document fee, (iii) validity of the offer is less than tender stipulation, (iv) It does not meet the Qualification Criteria as stipulated in the NIT. (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions. (vi) is not accompanied with the photo copy of ESI, EPF & Service Tax Registration, VAT Registration etc. (vii) if the tender is conditional. (viii) if all the documents required as per NIT are not uploaded. <p>In addition to above, a bidder may be disqualified if –</p> <ul style="list-style-type: none"> a) The bidder provides misleading or false information in the statements and documents submitted. b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. c) Offer / Tender is submitted with any deviation from the tender terms & conditions. <p>The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.</p>
15	EARNEST MONEY AND SECURITY DEPOSIT : As per E-Tender Document
16	Performance Guarantee : Not applicable
17	If the contract value aggregates to Rupees one lakh and above, the contractor/supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Security Deposit.

18	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.
19	<u>PRICES</u> : As per BOQ given in the tender document.
20	The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
21	The Bidder shall state clearly his quoted rates both in figure & word.
22	Orders may be placed in full/part to the lowest bidder.
23	Price(s) to be quoted should remain firm over the contract period.
24	All taxes & duties are deemed to be included in the quoted rate except Service Tax as applicable as per relevant clause of the Special Conditions of Contract.
25	<u>EVALUATION CRITERIA</u> : As per relevant clause of Tender document.
26	<u>PAYMENT</u> : As per E-Tender document.
27	Location: As per E-Tender document.
28	Time of Completion: 12 (Twelve) months from the date of placement of Work Order/ LOI.
29	Work is to carried out as per terms & condition of the contract document
30	<u>JURISDICTION OF COURT</u> : The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
31	<u>PERSONAL PROTECTIVE EQUIPMENT (PPE)</u> : As per Special Conditions of Contract.
32	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per General Conditions of the Contract.
33	Price adjustment clause: As per E-Tender document.
34	<u>DOCK PERMITS</u> : As per E-tender document.
35	BOCW Welfare Cess Act: The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.
N.B: Besides the above conditions, all other conditions as stated in the NIT, BOQ, Special Conditions of the Contract, Instruction to the Tenderers & G.C.C. shall have to be agreed by the Bidders.	

Techno Commercial Bid (Part-I)

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Miscellaneous petty works at Rabindra Setu deck, approach footpath including flyover & Rabindra Setu Office, Rabindra Setu Traffic Guard Office, etc. as and when necessary for a period of one year from the date of placement of work order.

NOTICE INVITING E-TENDER

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed similar works like **construction / repairing / maintenance of buildings or shed or go down or industrial structures or any other civil engineering structure** during the last 7 (seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either **(i) 03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

Or **(ii) 02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender.

Or **(iii) 01 (One)** completed work costing not less than **80%** of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2016**, should be at least **30%** of the estimated amount put to tender.

3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.

OTHER INSTRUCTIONS:-

E-Tenderers are invited on two Cover basis (i.e. Cover-I : Techno Commercial Part & Cover-II : Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Kolkata Port Trust.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

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

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

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

Cover-I (Techno commercial part) of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

Cover-II (Price Part) of only technically & commercially qualified bidders will be opened immediately after opening of Part-I of the tender.

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

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

The tenderer shall include in their prices sums payable as Taxes Particularly, VAT, Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees' except **Service Tax** which will be paid extra.

The tenderer shall submit certified copy of the Certificates of VAT Registration No. and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, details to be uploaded along with the tender documents.

The intending tenderer should have valid registration against ESI & EPF issued by the competent authority, Copy of which is to be submitted along with the tender, failing which their offer will be considered as non responsive. **Once a Bid is submitted, it will not be allowed to be revised.**

INSTRUCTIONS TO BIDDER

1.0 GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings (if any) & detailed Bill of Quantities. Location of the place of work should be inspected at the office of the **Superintending Engineer (Rabindra Setu)** on any working day before quoting for the tender with prior appointment.

2.0 Earnest money and Bid Document fee are to be physically deposited at the Office of The Superintending Engineer, Rabindra Setu, 205, Strand Bank Road, Kolkata 700 007 by vendors/contractors through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. in favour of **Kolkata Port Trust, payable at Kolkata**. Hard Copies of signed **Techno Commercial and Price Bid** are also to be physically deposited at the said office.

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

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Pay Order/Bank Draft No. :

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

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

e) Pay Order/Bank Draft No. :

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

3.0 MODE OF SUBMISSION OF BID :

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

3.2 Techno commercial part i.e. Cover-I shall contain the following which are to be uploaded: -

- a) A signed declaration by the Tenderer that
 - i. the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - ii. the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) In Volume-I, the un-priced "Abstract Form of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**
- f) **Scanned copy of the following documents to be uploaded:-**
 - (i) VAT registration certificate.
 - (ii) Valid Trade Licence
 - (iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
 - (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
 - (v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
 - (vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
 - (vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria including the Schedule-T.
 - (viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2012 – 2013, 2013-2014 and 2014-2015)** and **the same should be audited as per relevant norms wherever required.**

- (ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- (x) Certified copies of PAN Card.
- (xi) Original T.R. relating to Permanent Earnest Money Deposit.
- (xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- (xiii) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents
- (xiv) Service Tax Registration Certificate (Mandatory)

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

3.3 PART-II will contain the Price Bid as per BOQ and Form of e-Tender to be uploaded duly signed, & filled up by the bidder.

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

4.0 **SECURITY DEPOSIT:-**

4.1 For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.

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

5.0 **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.**

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6.0 **REFUND OF EARNEST MONEY:-**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the e-Tender document.

7.0 **DETAILED SCRUTINY OF E-TENDERERS :**

During the course of examination of Cover-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Cover-II of those bidders who meet the qualifying criteria of NIT shall be opened.

8.0 **EVALUATION CRITERIA:-**

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

9.0 **ACCEPTANCE OF TENDER:-**

9.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender **in part or as a whole**.

9.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

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

10.0 **MISCELLANEOUS:**

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
 - (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
 - (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
 - (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
 - (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
 - (vi) Enlisted/registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**.
 - (vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.
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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

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

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

In case of any dispute, question or difference, either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, KoPT thereon shall be final and binding upon all parties.

3. SCOPE OF WORK:

The work comprises of day to day maintenance of the entire **Rabindra Setu deck, approach footpaths including Brabourne Road flyover, Rabindra Setu Office & Rabindra Setu Traffic Guard Office etc.** including adjoining areas and pathways etc. As Rabindra Setu is a bridge of utmost importance, every damage due to sudden accidents and natural wear and tear are required to be attended immediately irrespective of volume of work and tender provisions made in the BOQ. High degree of skill is also required to be maintained during execution of structural work in the Bridge.

The work also includes all appurtenant works as described and set forth in Bill of Quantities, Special Conditions of the Contract, Specification for Materials & Workmanship and other documents forming part of the Contract with all additional or varied works which may be required in accordance with Clause 7 of General Conditions of Contract and as per direction and up to the satisfaction of the Engineer-in-Charge.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

- a) Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, Vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
- b) The Contractor shall at all time carry out work in a manner creating least interference to the flow of Traffic (where necessary) while consistent with the satisfactory execution of the same.
- c) The Contractor shall provide and maintain barricades, signs, lights, and flagmen, as necessary, at either end of the work-zones and at such intermediate points as directed by the Engineer-In-Charge for the proper notification of the construction area. No extra payment shall be made for such work.
- d) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

4. WORK SITE:

The work site comprises **Rabindra Setu deck, approach footpaths including Brabourne Road flyover, Rabindra Setu Office & Rabindra Setu Traffic Guard Office etc.** including adjoining areas and pathways etc.

5. INSPECTION OF SITE:

The Bidder should inspect the site of work and thoroughly familiarise himself with the nature and extent of the work, site conditions, availability of space for storing materials, approaches to site and location etc. before submission of the tender. He may contact the **Superintending Engineer (Rabindra Setu)**, at his office at **205, Strand Bank Road, Kolkata 700007** for collecting information about the site before submission of the tender. No excuse or claim, whatsoever, shall be entertained afterwards on ignorance of the site conditions, extent of the work or any other parameter related to the scope of the work.

6. WORKING PERIOD:

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he may be required to carry out the job on Sundays, holidays, after normal working hours and even at night time in addition to the normal working hours or even round-the-clock working by following shift timings for labourers to expedite the progress of the work, in exigency or if approved/directed by the Engineer **without any extra cost.**

7. SUFFICIENCY OF TENDER:

- i) The tender drawings, if any, and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the Trustees' sanctioned schedule of rates /special rates that is/was in vogue at the time of estimating for the subject work, will prevail over the rate misprinted in B.O.Q.

8. ACCESSIBILITY FOR CHECKING AND SUPERVISION:

The Contractor shall make necessary arrangements to provide free access to the KoPT Officer's and Personnel for supervision and checking of the subject work at any time at his own cost.

9. METHODOLOGY OF WORKS:

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Contractor on demand by the Engineer shall submit to him in writing the details of actual methods that would be adopted by him (contractor) for execution of any item/all the items of the work with necessary details within the time stipulated by the Engineer.

- iii) The Contractor on demand, shall submit necessary drawings and sketches, including those of the plants and machineries which would be engaged by him including their specifications, locations and arrangements etc. and obtain prior approval of the Engineer well in advance before commencement of the related item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

10. QUALITY CONTROL:

Quality control as an essential part in execution of the subject work must be based on proper objective and both qualitative as well as quantitative measurements. The Contractor shall have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques as well as the workmanship to ensure satisfactory quality of work. If directed by the Engineer, one **Quality Assurance Plan** shall have to be drawn by the contractor for approval of the Engineer before commencement of the entire /or any item of the work.

The quality control function shall include but not be limited to the following items.

a) Sampling and Testing of Construction Materials:

Essentially to be carried out on all important materials brought to site for the work as directed by the Engineer.

b) Sampling and Testing of work at various stages of construction:

Essentially to be carried out at National Test House, Kolkata or any other Govt. approved Laboratory, as directed by the Engineer at the cost of the Contractor.

11. MATERIALS & WORKMANSHIP:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. All materials and workmanship shall be up to the satisfaction of the Engineer and shall be subjected from time to time to such tests as the engineer may direct either at the place of manufacture or fabrication or at the site or at any of such places including any approved testing laboratory. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer.

The contractor will be allowed to take away surplus materials brought by him on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

12. TESTING OF MATERIALS:

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform to the relevant Indian Standards and should be up to the satisfaction of the Engineer. Materials thus supplied shall be subject to testing by the Engineer at his discretion.

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

The samples for tests shall be taken jointly by the representatives of the Engineer and the contractor at the worksite and sent to a Govt. approved laboratory or Institutional laboratory as may be decided by the Engineer for testing. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory including paying the necessary laboratory charges for testing as directed by the Engineer. Cost of such testing including all incidental charges like packaging and transporting the test samples, equipments etc. will be entirely borne by the contractor unless otherwise stated in the B.O.Q. In the event of any material being found substandard, the contractor shall arrange for immediate removal of such material from the work site and replace it by approved material at his cost.

In case of field tests, the contractor shall undertake the tests by his own testing equipments or by any approved agency all at his own cost in presence of the representatives of the Engineer and the contractor at the worksite.

13. CODES AND STANDARDS:

All works under this Contract will be executed according to the spirit of the technical specifications of the Contract, if any. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Road Congress (IRC) / Indian Standard (IS) Specifications and International Code of Practice will be followed. The Contractor, if directed, shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

14. TEMPORARY WORKS:

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing, lighting, watching, tube well and pipe lines etc. as may be required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of any temporary sheds or structures within the KoPT area, if permitted.

15. PLANTS & EQUIPMENTS:

The Contractor shall supply all necessary tools, plants, equipments, temporary scaffolding, ladder, etc. required for successful execution of the work, within his quoted rates.

16. CONTRACT PRICE:

The "**Contract Price**" for this contract means the sum mentioned in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials, power etc. by the Trustees' as provided for in the Contract.

17. SETTING OUT AND INITIAL MEASUREMENTS:

The Engineer shall provide the initial reference and Bench Mark for setting out of the work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, trained surveyor(s) and support staff for any survey/leveling work or checking of any work as directed by the Engineer.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

18. PARTICULARS OF EXISTING WORKS:

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

19. SAFETY MEASURES:

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

The contractor shall make sure that all necessary first aid measures, rescue and life saving equipments are available at the site in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, shoes etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting

works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc, as directed by the Engineer.

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

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

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

20. POWER SUPPLY:

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

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at KoPT's prevalent rate and amended from time to time and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

21. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes only may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost. Normally the contractor would not be allowed to use such drinking water for constructional works for which necessary arrangement shall have to be made by the contractor at his own cost.

However, if under extra ordinary situation, the Contractor is permitted to use water from any KoPT source, necessary deduction would be made from the Contractor's bill for use of such water at the approved rate of KoPT as per the mechanism approved by the competent authority of KoPT.

22. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and hazardous materials and all of these shall be disposed off in a manner to be approved by the Engineer's Representative. The Contractor has to make necessary arrangement to clear the rubbishes etc. from the work sites at the end of day's work at his own cost failing which the materials will be disposed of by other agencies and suitable deduction will be made from final bill as per discretion of Engineer/Engineer's representative.

23. CLEANING AFTER COMPLETION:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works at his own cost.

24. PROTECTION OF EXISTING SERVICES:

Proper care should be taken to provide adequate protection to the existing structures, service lines (telephone/computer/electric cables, water supply/sewage lines etc) and all installations against any damage at the Contractor's risk and expense. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

The contractor must pay full attention to the fact that the existing facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrances /passages clear if the same are being used for any purpose.

25. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

In case of any discrepancy found in any part of the tender document, the Engineer's decision on this matter shall be final and binding and the Tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specifications and any other detailed drawings which shall be provided/duly approved by the Engineer during the progress of the work shall also form part of the contract documents.

26. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

In case of any discrepancy found in any part of the tender document, the Engineer's decision on this matter shall be final and binding and the Tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specifications and any other

detailed drawings which shall be provided/duly approved by the Engineer during the progress of the work shall also form part of the contract documents.

27. METHOD OF MEASUREMENT:

It is to be clearly understood that this not a lump sum tender and the Contractor shall be paid on actual measurements of the finished work or on the basis of standard measurements according to his quoted rates in the priced bill of quantities.

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

28. ON ACCOUNT PAYMENT:

On account payment to the Contractor may be released from time to time at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the **Superintending Engineer (Rabindra Setu)** with necessary documents in original. Subject to the availability and feasibility of system, KoPT may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KoPT.

29. ESCALATION / VARIATION ON PRICES:

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

30. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. Minimum rate of payment to the labourers for any given time should be equal to the minimum wages fixed by Chief Labour Commissioner (Central) or the minimum wages fixed by Govt. of West Bengal, during that period, whichever is higher.

It will be the duty of the contractor to abide by the provisions of the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Trustees indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made or for the non-observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labourers in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

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

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

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

31. COMPLIANCE WITH E.P.F & E.S.I ACT:

The successful contractor will have to comply with provisions of **EPF & MP Act –1952, Employees' State Insurance Act-1948** & Employees State Insurance (Amendment) Act, 1989 (along with amendments, if any), issued from time to time and as applicable to him.

32. INDEMNIFICATION:

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

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

33. TAXES & DUTIES: -

The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. (**except service taxes**) payable to Government or any other concern and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.

As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under 'Reverse Charge Mechanism' as per Service Tax Law.

Service Tax, if leviable, will be paid extra by the Trustees as applicable. The bidder should not include Service Tax in his rates. In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the **Central Excise/Service Tax Authority** for the service to be rendered and copy of the same shall be submitted to KoPT. Also the successful bidder shall have to submit documents regarding payment of Service Tax on demand from KoPT. However Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc.

shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

CENVAT CRITERIA: In the event of cenvatable bought out items, if any, the contractor is required to ensure that invoices are drawn in the name of contractor and it should be marked "account KOLKATA PORT TRUST" as per cenvat credit rules and regulations. KoPT would provide the Service Tax Registration No. for availing **Cenvat Credit**.

As far as possible items to be procured from first/second stage dealer and maintain the above formalities to the extent possible so that KoPT can avail the **Cenvat Credit**.

34. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between KoPT and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the Trustees' General Conditions of Contract.

35. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT (applicable for non-registered contractors only):

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership firm, they will have to get the Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to carry out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost.

36. Liaison with other departments/sections of KoPT

If necessary, the successful contractor shall be required to keep close co-ordination and liaison with KoPT's Traffic Department and the Mechanical Engineering Department while executing the works. The Superintending Engineer in charge of the construction may direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Superintending Engineer of the Civil Engineering Department informed and/or posted with the program contemplated with

other departments. The Superintending Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all program must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Senior Executive Engineer should be informed promptly.

37. EMPLOYMENT OF LOCAL RESOURCES:

The contractor shall pay special attention to engage maximum possible number of local Engineers, other technical personnel, office workers; labourers (skilled, semi-skilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

38. CALCUTTA PORT TRUST:

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**".

39. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, KoPT at its discretion, may ask any Tenderer for clarification of his Tender, including breakdown of unit rates or analysis for his quoted rate as may be applicable. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by KoPT in the evaluation of the Tenders.

No Tenderer shall contact KoPT on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of KoPT, he should do so in writing.

Any effort by the Tenderer to influence the KoPT's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

40. WORKMEN AND WAGES:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

41. RATE FOR PAYMENT AGAINST EXTRA ITEMS:

For unforeseen work(s) found to be required for successful completion of the work but not covered in the Bill of Quantities and Conditions of the Contract, depending on contingent situation at site, extra items shall have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of Rates, payment will be made on the basis of Trustees' Schedule of Rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Trustees with due regard to the accepted contractual

percentage, if any, thereon, otherwise, if the rates are not available in the KoPT Schedule of Rates, then the Special Rates will be prepared as follows:-

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
 - a) Cost of materials consumed including transport and wastage, plus
 - b) Cost of labour actually engaged in the works, plus
 - c) Taxes and Duties as applicable, plus
 - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

42. DISPARITY IN QUOTED RATE/AMOUNT:

If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

43. OPERATIONAL AREA REQUIREMENTS:

If the work has to be carried out in an operational zone, the tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

Further, if it is found necessary to shift / suspend some construction activity for some duration in the interests of KoPT or the Public, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. **The site of works may also be handed over to the Contractor in phases/piece meal basis due to operational requirement or any other reasons what so ever, at the discretion of the Engineer.** No extra claim for idle labour or any other ground shall be entertained on this ground. Suitable extension of time may however be granted to the successful bidder on that ground, if applied for as per the terms of the tender.

The bidder shall consider all the above points while quoting his rate.

44. FORWARDING OF MATERIALS:

Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the KoPT stores /sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions /directions of Engineer-in-Charge and no extra cost will be entertained for this.

45. BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5 of General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

46. DEWATERING:

If during any construction operation in course of execution of the subject contract, water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, pumping or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering.

47. MEASURES AGAINST POLLUTION:

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer. He shall also maintain the work zone conditions as per Pollution Control and Safety Regulations.

The successful bidder shall also ensure that –

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

**SCHEDULE T
KOLKATA PORT TRUST**

Annexure-C(Contd)

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder
The Time Of Submission Of Tender Offer)**

(To be submitted with Cover-I of Offer)Bidders must fill in the under noted columns.

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

Annexure-C(Contd)

(To be submitted with Cover-I of Offer)
SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

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

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over Rs.10, 000/- per year :

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

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

Dated:

(Full signature of Bidder)

Proforma of Performance certificate/credential of works)
 [To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

ANNEXURE – D

DOCUMENTS TO BE UPLOADED ALONG WITH COVER –I

Scanned copies of the following documents to be uploaded:-

- i) VAT registration certificate.
- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Copies of balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2012 – 2013, 2013-2014 and 2014-2015)** and **the same should be audited as per relevant norms wherever required. .**
- ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.
- x) EMD & Cost of Tender documents.
- xi) Original T.R. relating to Permanent Earnest Money Deposit.
- xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- xiii) Certified copies of PAN Card
- xiv) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents
- xiv) Service Tax Registration Certificate (Mandatory)

कोलकाता पत्तन न्यास
Kolkata Port Trust

Office of The Superintending Engineer, Rabindra Setu,
205, Strand Bank Road, Kolkata 700 007; Tele – 033 2259-0264;
Fax - (033) 2259-5930; E-mail ID: amitabha.c@kolkataporttrust.gov.in

Tender No: RS/T/127/2016/01

DT. 01-08-2016

NOTE: Last Date of Download of tender documents
:17.08.2016 (up to 1400 hours)

Tender is due for submission by 3:00 P.M.
On 18-08-2016

PRICE BID (PART-II),

**Miscellaneous petty works at Rabindra Setu deck, approach footpath
including flyover & Rabindra Setu Office, Rabindra Setu Traffic Guard Office,
etc. as & when necessary for a period of one year from the date of placement
of work order**

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR "Miscellaneous petty works at Rabindra Setu deck, approach footpath including flyover & Rabindra Setu Office, Rabindra Setu Traffic Guard Office, etc. as & when necessary for a period one year from the date of placement of work order"

Tender NO: RS/T/127/2016/01 DT. 01-08-2016

The Bill of Quantities must be read in conjunction with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents to have thoroughly familiarised himself with the total scope of work and its mode of execution.

- 1.1 The quantities given in the Bill of Quantities are notional and indicative only and are given to provide a common basis for tendering. **Depending on actual site condition/emergency, any of the BOQ quantity may have to be executed abnormally in excess or any BOQ quantity may remain fully non-operative. Even extra items may have to be executed for which payment would be made as per terms of the contract.** However, payment will be made according to the quantities of each item of work actually executed at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- 1.2 The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes (excluding service tax) and obligations imposed or implied by the Contractor.
- 1.3 This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to the E-Tender based on his own analysis .

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BILL OF QUANTITIES

Item No.	Description Of Items	Unit	Quantity	Rate Rs. P.	Amount Rs. P.
1.	Dismantle all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. - In ground floor including roof.	Cum	4.00 Cu.m	451.00 (Rupees four hundred fifty one only)	1804.00
2.	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75m In ground floor including roof. Up to 150 mm. thick.	Cum	2.00 Cu.m	949.00 (Rupees nine hundred forty nine only)	1898.00
3.	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, leveling, dressing and ramming the bottom, bailing out water as required complete. (a) Depth of excavation not exceeding 1,500 mm.	Cum	5.00 Cum	12047.00% (Rupees twelve thousand forty seven only per 100 Cum.)	602.35
4.	Strip off worn out plaster and raking out joints of walls, ceilings, etc. up to any height and in any floor including removing rubbish within a lead of 75m as directed.	Sqm	200.00 Sqm	19.00 Per Sqm (Rupees nineteen only)	3,800.00
5.	Provide & lay ordinary cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. - Pakur variety.	Cum	3.00 Cum	6,064.02 Per Cum (Rupees six thousand)	18,192.06
6.	Hire and labour charges for shuttering with centering and necessary staging up to 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting fixing and striking out after completion of works (upto roof of ground floor). (a) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-in-Charge.	Sqm	25.00 Sqm	360.00 Per Sqm (Rupees three hundred sixty only)	9,000.00

7.	Hire and labour charges for shuttering with centering and necessary staging up to 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (up to roof of ground floor) 25 mm to 30 mm shuttering without staging in foundation.	Sqm	16.00 Sqm	225.00 Per Sqm (Rupees two hundred twenty five only)	3600.00
8.	Provide reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders, etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation, basement and upto roof of ground floor/ up to 4 m Tor steel/Mild steel.	M.T.	0.10 M.T.	68,508.00 Per M.T. (Rupees sixty eight thousand five hundred eight only)	6,850.80
9.	Provide & lay brick work with 1 st class bricks in cement mortar (1:6) (a) In foundation & plinth.	Cum	4.00 Cu.m	5,719.00 Per Cu.m (Rupees five thousand seven hundred nineteen only)	22,876.00
	(b) In Superstructure, ground floor.	Cum	4.00 Cu.m	5,943.00 Per Cu.m (Rupees five thousand nine hundred forty three only)	23,772.00
10.	Provide & lay 125 mm thick brick work with 1 st class bricks in cement mortar (1:4) in ground floor.	Sqm	10.00 Sqm	783.00 Per Sqm (Rupees seven hundred eighty three only)	7,830.00
11.	Fitting and fixing old pieces of asbestos, G.C.I. or C.I. sheets or plain sheets including closing old holes with washers and sheet bolts and nuts, etc. and including fixing the same to supporting frame with necessary hook-bolts, washers, putty etc. (excluding cost of sheets). (Payment to be made on area of finished work.). (i) With all new fittings including the cost thereof. (a) In Roof.	Sqm	50.00 Sqm	113.00 Per Sqm (Rupees one hundred thirteen only)	5,650.00

	(b) In Wall	Sqm	150.00 Sqm.	96.00 Per Sqm (Rupees ninety six only)	14,400.00
12.	Dismantling worn out wall or ceiling of Tarja or Durma mat and removing the dismantled materials as directed.	Sqm	40.00 Sqm	14.00 Per Sqm (Rupees fourteen only)	560.00
13.	Dismantling carefully wood work in posts, post plates, rafters, partition etc., sorting and stacking serviceable materials at site and removing rubbish as directed.	Cum	0.10 Cum	281.00 Per Cum (Rupees two hundred eighty one only)	28.10
14.	Galvanized corrugated iron sheet work (excluding the supporting frame work) fitted and fixed with 10 mm. dia J or L hook-bolts, limpet and bitumen washers and putty complete with 150 mm. end lap and one corrugation minimum side lap. (Payment to be made on area of finished work)(GCI sheet to be supplied by contractor) In Roof. -With 0.63 mm thick sheet.	Sqm	50.00 Sqm	755.00 Per Sqm (Rupees seven hundred fifty five only)	37,750.00
15.	Durma mat works strengthened with split bamboo placed both ways (225 mm. apart) both sides and tied together fitted and fixed complete (but excluding the cost of supporting framework) : - Single durma mat works - In Ceilings.	Sqm	40.00 Sqm	72.00 Per Sqm (Rupees seventy two only)	2,880.00
16.	Strong bamboo posts, posts plates, rafters, ties etc. fitted and fixed complete with coir rope or nails as directed. (Embedded portion of posts shall also be paid for against this item cost of digging hole and repacking being paid for separately) : (a) 100 mm. dia. bamboo.	Mtrs.	50.00 Mtrs.	67.00 Per Mtr. (Rupees sixty seven only)	3,350.00
17.	Stopping roof leakages in C.I. or G.C.I. or asbestos roofing by closing holes in C.I. or G.C.I. or asbestos roofing with sheet bolt, limpet and bitumen washers, putty etc.	Nos.	50 Nos.	17.00 Each (Rupees seventeen only)	850.00

18.	<p>Provide M.S structural works in columns, beams, etc. with simple rolled structural members (e.g. joists, angle, channel sections conforming to IS:226, IS:808 & SP (6)-1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer in Charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816-1956 & IS: 1995 using electrodes of approved make and brand conforming to IS:814-1957, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hires charge of all tools and plants and labour require the work including all incidental charges such as electricity charges, labour insurance charges etc.</p> <p>Payment to be made on the basis of calculated weight of structural members only in finished work as per IS specified weight. Payment for gusset, bracket, cleat, revets, bolts and nuts may be made by adding the actual weight of such items with the weight of finished structural members or 7% of weight for finished structural members weighing not less than 22.5Kg./m or 15% of weight for finished structural members weighing less than 22.5 Kg./m may be increased allow for bracket, cleat, rivet, bolts and nuts etc. and no separate payment being made for these items, as per direction of Engineer in Charge. The rates are considered for a height of erection 8m/2nd floor level from the ground. Add 1.5% extra over the rate for each additional floor or 4m beyond initial 8m or part thereof.</p> <p>For structural works in Roof Trusses, etc. using joists, channels and angles of specified section weighing less than 22.5 Kg/m</p>	MT.	0.10 MT.	80,159.00 Per MT (Rupees eighty thousand one hundred fifty nine only)	8015.90
19.	Cutting to requisite length or shape departmental R.S. Joists, channels, angles, tees, plates, etc. (Payment to be made on area of cut surface)	Sqm.	40.00 Sqm	8.00 Per Sq.cm. (Rupees eight only)	320.00
20.	Labour for hoisting & placing in proper position (up to 1 st floor level) departmental R.S.Joists, channels, angles, Tees, plates, etc. including fitting and fixing same with bolts and nuts, if necessary (but by excluding cost of such bolts and nuts)	Qntl.	5.00 Qntl	416.00 Per Qntl. (Rupees four hundred sixteen only)	2,080.00
21.	Welding in M.S. structural work gas or electric: - Continuous weld.	Cm.	75.00 cm.	9.00 Per cm.run (Rupees nine only)	675.00

22.	Provide & fix wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be corrected up to three decimals).(in G. Floor) (a) Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak.	Cum	0.10 Cum	87,400.00 Per Cum (Rupees eighty seven thousand four hundred only)	8,740.00
23.	Provide & fix woodwork in posts, post plates, rafters, battens, truss members, purlins etc. fitted and fixed complete. (excluding the cost of bolts, paints but including the cost of nails, screws, etc.) (Quantum should be corrected up to three decimals). – Sal (Local).	Cum	0.10 Cum	89,345.00 Per Cum (Rupees eighty nine thousand three hundred forty five only)	8,934.50
24.	Provide & fix Iron butt hinges of approved quality fitted and fixed with steel screws with I.S.I. mark. 100 mm x 58 mm x 1.90 mm	Nos.	25 Nos.	52.00 Each (Rupees fifty two only)	1,300.00
25.	Provide & fix Iron socket bolt of approved quality fitted and fixed complete. 150mm long x 10mm dia. bolt.	Nos.	10 Nos	71.00 Each (Rupees seventy one Only)	710.00
26.	Taking out shutter of door and window, dismantling by parts (for repair or replacement of damaged parts), reassembling and refitting and re-hanging same with old fittings but with new screws as necessary. (Where different parts of same shutter are renewed under different item).	Sqm	5.00 Sqm	128.00 Per Sqm (Rupees one hundred twenty eight only)	640.00
27.	Easing door and windows.	Nos.	20.00 Nos.	17.00 Each (Rupees seventeen only)	340.00
28.	Provide & fix Z-batten shutters of door and window as per design having tongued and groove-half lap jointed as per direction of the Engineer-in- Charge including fitting and fixing shutter in position, but excluding the cost of hinges and other fittings in ground floor. (A) Shutter with 25mm thick planks, 19mm thick battens. - Sishu, Gamar, Champ, Badam, Bhola, Morga, Hallak.	Sqm	6.00 Sqm	3,077.00 Per Sqm (Rupees three thousand seventy seven only)	18,462.00
29.	Artificial stone in floor, dado, staircase etc. with cement concrete (1:2:4) with stone chips, laid in panels as directed with topping made with ordinary or white cement (as necessary) and marble dust in proportion (1:2) including smooth finishing and rounding off corners including raking out joints or roughening of concrete surface and application of cement slurry before flooring works using cement @ 1.75 kg/Sqm all complete including all materials and labour. In ground floor.	Sqm	20.00 Sqm	265.00 Per Sqm (Rupees two hundred sixty five only)	5,300.00

	3 mm. thick topping (High polishing grinding on this item is not permitted with ordinary cement). - Using grey cement. (i) 20 mm. thick.				
30.	Provide & lay Plaster (to wall, floor, ceiling, etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating nosing and drip course, scaffolding/staging where necessary (Ground floor). [Excluding cost of chipping over concrete surface]. (a) With 1:6 cement mortar – 20 mm thick plaster.	Sqm	150.00 Sqm	181.00 Per Sqm (Rupees one hundred eighty one only)	27,150.00
	(b) With 1:6 cement mortar – 15 mm thick plaster.	Sqm	100.00 Sqm	156.00 Per Sqm (Rupees one hundred fifty six only)	15,600.00
	(c) With 1:4 cement mortar – 10 mm thick plaster.	Sqm	50.00 Sqm	140.00 Per Sqm (Rupees one hundred forty only)	7,000.00
31.	Flush pointing to brick work in cement mortar (1:4) including raking out joints.	Sqm	30.00 Sqm	81.00 Per Sqm (Rupees eighty one only)	2,430.00
32.	Neat cement punning about 1.5 mm thick in wall, dado, window, sills, floor, drain, etc. Note: Cement 0.152 Cu.m per 100 Sq.m	Sqm	30.00 Sqm	38.00 Per Sqm (Rupees thirty eight only)	1,140.00
33.	White washing including cleaning & smoothening surface thoroughly. - All floors: - Two coats.	Sqm	200.00 Sqm	18.87 Per Sqm (Rupees eighteen and paise eighty seven only)	3,774.00
34.	Colour washing with any shade with Strainers, as required including cleaning and smoothening surface thoroughly: Internal surface (All floors) Two coats – other than yellow, pink.	Sqm	400.00 Sqm	21.39 Per Sqm (Rupees twenty one and paise thirty nine only)	8,556.00
35.	Provide and apply interior grade Acrylic primer of approved quality and brand on plastered or concrete surface, old or new surface, to receive Distemper/Acrylic emulsion paint including scrapping & preparing the surface thoroughly, complete as per Manufacturer's specification and as per direction of the EIC. (In ground floor)	Sqm	50.00 Sqm	33.33 Per Sqm (Rupees thirty three and paise thirty three only)	1,666.50

	- One coat. (Water based interior grade Acrylic Primer).				
36.	Provide and apply Acrylic Distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothening of surface. - Two Coats.	Sqm	50.00 Sqm	76.00 Per Sqm (Rupees seventy six only)	3,800.00
37.	Provide and applying decorative cement based paint of approved quality after preparing the surface including scraping the same thoroughly (plastered or concrete surface) as per manufacturer's specification	Sqm	300.00 Sqm	53.00 Per Sqm (Rupees fifty three only)	15,900.00
38.	Remove loose scales, blisters etc. from old painted surface and thoroughly smoothening the surface to make the same suitable for receiving fresh coat of paint.	Sqm	50.00 Sqm	22.00 Per Sqm (Rupees twenty two only)	1,100.00
39.	(a) Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sqm	10.00 Sqm	41.00 Per Sqm (Rupees forty one only)	410.00
	(b) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. (These items are applicable to new work or old work when the original surface has been exposed by removal of old paint.)	Sqm	20.00 Sqm	31.00 Per Sqm (Rupees thirty one only)	620.00
40.	Paint with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary: (a) On timber or plastered surface: With super gloss (high-gloss)- Two coats (with any shade except white)	Sqm	40.00 Sqm	89.00 Per Sqm (Rupees eighty nine only)	3,560.00
	(b) On steel or other metal surface: With super gloss (high-gloss)- Two coats (with any shade except white)	Sqm	25.00 Sqm	86.00 Per Sqm (Rupees eighty six only)	2,150.00
41.	Supply best Indian sheet glass panes set in putty and fitted and fixed with nails and putty complete. (In all floors for internal wall & upto 6 m height for external wall) - 3 mm thick (weighing 7.4 kg/Sqm)	Sqm	1.00 Sqm	544.00 Per Sqm (Rupees five hundred forty four only)	544.00

42.	Provide & fix 40 mm. dia G.I. pipe (Medium quality with ISI mark) as railing between existing posts fixed as per existing method or as directed. Include for taking out and refixing of adjacent pipelines as required for which no extra payment will be made. Include for providing G.I. bends, elbows, short pieces etc. as necessary all complete, as per direction of Engineer-in Charge.(Cost is inclusive of labour, materials, transport with all taxes and duties).	Mtrs.	10.00 Mtrs.	463.00 Per Mtr. (Rupees four hundred sixty three only)	4,630.00
43.	Extra for bending the G.I. pipes to required smooth curvature by heating and filling with sand, etc. all complete, as per direction of Engineer-in Charge.	Mtrs.	5.00 Mtrs.	162.00 Per Mtr. (Rupees one hundred sixty two only)	810.00
44.	Fit and fix 40 mm dia. G.I. Pipe (after necessary straightening and complete removal of old paint by chipping, scraping, etc) to the railing posts as per existing method complete in all respect and as directed.(Pipes available from taken out pipes.)	Mtrs.	20.00 Mtrs.	98.50 Per Mtr. (Rupees ninety eight and paise fifty only)	1,970.00
45.	Reset old Mirzapur stone slabs in 20mm thick (average) cement mortar (1:4) bed including dismantling old mortar (if necessary) etc. complete.	Sqm	10.00 Sqm	202.00 Per Sqm (Rupees two hundred two only)	2,020.00
46.	Supply, fit & fix 1 st quality Ceramic tiles in walls and floors to match with the existing work & 4 nos. of key stones (10 mm) fixed with araldite at the back of each tile & finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive & grout materials etc. Wall. With Sand Cement Mortar (1:3) 15 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 kg/Sqm. & joint filling using white cement slurry @ 0.20 kg/Sqm. Area of each tile up to 0.09 Sqm. Other than coloured decorative including white. Floor. With Sand Cement Mortar (1:4) 20 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sqm & joint filling using white cement slurry @ 0.20kg/Sqm. (a) Area of each tile up to 0.09 Sqm. Coloured decorative.	Sqm	12.00 Sqm	801.00 Per Sqm (Rupees eight hundred one only)	9,612.00
		Sqm	5.00 Sqm	844.00 Per Sqm (Rupees eight hundred forty four only)	4,220.00

47.	Take out carefully G.C.I. or C.I. or Asbestos sheets (including ridges etc) from roof or wall after unscrewing bolts, nuts, screws etc. and stacking the material at site as directed. (Payment to be made on measurement of portion of roof or wall removed.)	Sqm	350.00 Sqm	42.00 Per Sqm (Rupees forty two only)	14,700.00
48.	Clean and disinfect up to 2000 liters Water Tank including masonry reservoir.	Nos.	10 Nos.	157.00 Each (Rupees one hundred fifty seven only)	1,570.00
49.	Supplying, fitting & fixing G.I. pipes of TATA make with all necessary accessories, specials, viz, socket, bend, tee, union, cross, elbow, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bat clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made separately)- for Exposed Work.				
	(a) 15 mm dia. medium quality.	Mtrs.	2.00 Mtrs.	220.00 Per Mtr (Rupees two hundred twenty only)	440.00
	(b) 20 mm dia. medium quality.	Mtrs.	3.00 Mtrs.	260.00 Per Mtr (Rupees two hundred sixty only)	780.00
	(c) 25 mm dia. medium quality.	Mtrs.	3.00 Mtrs.	354.00 Per Mtr (Rupees three hundred fifty four only)	1062.00
50.	Labour for dismantling G.I. pipe with fittings.				
	(a) 15 mm	Mtrs.	5.00 Mtrs.	6.00 Per Mtrs (Rupees six only)	30.00
	(b) 20 mm	Mtrs.	5.00 Mtrs.	6.00 Per Mtrs (Rupees six only)	30.00
	(c) 25 mm	Mtrs.	5.00 Mtrs.	6.00 Per Mtrs (Rupees six only)	30.00

51.	Re-fix G.I. pipe with fittings after cleaning where necessary-				
	(a) 15 mm	Mtrs.	3.00 Mtr	6.00 Per Mtrs (Rupees six only)	18.00
	(b) 20 mm	Mtrs.	2.00 Mtr	7.00 Per Mtrs (Rupees seven only)	14.00
	(c) 25 mm	Mtrs.	2.00 Mtr	7.00 Per Mtrs (Rupees seven only)	14.00
52.	Supply, fit & fix wheel valve full way gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg/Sqm) (a) 25 mm dia.	Nos.	2 Nos.	963.00 Each (Rupees nine hundred sixty three only)	1,926.00
53.	Supply, fit and fix bib cock or stop cock. (a) Chromium plated Bib Cock short body (Equivalent to Code No. 511 & Model-Tropical/Something Special of ESSCO or similar brand).	Nos.	2 Nos.	689.00 Each (Rupees six hundred eighty nine only)	1,378.00
	(b) Chromium plated Stop Cock (Equivalent to Code No. 513(A) & 513(B) & Model-Tropical/Something Special of ESSCO or similar brand).	Nos.	2 Nos.	629.00 Each (Rupees six hundred twenty nine only)	1,258.00
54.	Supply, fit and fix pillar cock of approved make. CP Pillar Cock- 15 mm. (Equivalent to Code No. 507 & Model- Tropical/Something Special of ESSCO or similar brand).	Nos.	2 Nos.	713.00 Each (Rupees seven hundred thirteen only)	1,426.00
55.	Supply, fit & fix UPVC pipes A-type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc if necessary and mending good damages including joining with jointing materials (Spun Yarn, Valamoid/Bitumen/M-Seal etc.) complete.- UPVC Pipes:110 mm. dia.	Mtrs.	10.00 Mtrs.	291.00 Per Mtr. (Rupees two hundred ninety one only)	2,910.00

56.	Supply, fit and fix Closet seat of approved make with lid and C.P. hinges, rubber buffer and brass screws complete. - E.W.C. (a) Plastic (Hollow type) white.	Nos.	2 Nos.	446.00 Each (Rupees four hundred forty six only)	892.00
57.	Supply, fit & fix approved brand P.V.C. CONNECTOR white flexible, with both ends coupling with heavy brass C.P. nut, 15 mm dia. - 450 mm long.	Nos.	2 Nos.	96.00 Each (Rupees ninety six only)	192.00
58.	Provide & fix wash basin white vitreous china of approved make (without fittings) supplied, fitted & fixed in position on 75 mm x 75 mm x 75 mm wood blocks and C.I. brackets including two coats painting of C.I. brackets.- 550 mm x 400 mm size.	No.	1 No.	1,671.00 Each (Rupees one thousand six hundred seventy one only)	1,671.00
59.	Supply, fit and fix E.P.W.C. in white glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts, etc. - With 'P' trap.	No.	1 No.	1,776.00 Each (Rupees one thousand seven hundred seventy six only)	1,776.00
60.	Supply, fit and fix 10 liters P.V.C. low-down cistern conforming to I.S. specification with P.V.C. fittings complete, C.I. brackets including two coats of painting to bracket etc.	No.	1 No.	1,181.00 Each (Rupees one thousand one hundred eighty one only)	1,181.00
61.	Dewater from a depth of 80' (approx) of Anchor Monolith foundation by hired pump-motor set of capacity 500litres/hour, including cost of lowering and fixing the said pump to the desired depth, Cost of operator and consumables and hire charge of all necessary tools and plants) e.g. rope, cable, flexible pipe for suction & delivery, fittings etc.) all complete including removal of the same after completion of the work. (Electricity will be provided at free of cost from the KoPT from the nearest available point).	Kilo Litres	70 Kilo Litres	381.00 per Kilo Litre (Rupees three hundred eighty one only)	26,670.00
62.	Supply, fit and fix 600 mm (+/- 30 mm) diameter R.B.T (Reinforced Barbed Tape) Concertina fencing on wall top using concertina coils stretched to approx.6 meters length at site clipped with two nos. of horizontal R.B.T strands which will be tensioned and fixed with the vertical M.S angle iron posts by means of security fasteners (such as 'C' clips, R.B.T clips etc.).	Mtrs.	12.00 Mtrs.	481.00 Per Mtr. (Rupees four hundred eighty one only)	5,772.00
63.	Remove rubbish, earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge.	Cum.	20.00 Cum.	168.00 Per Cum (Rupees one hundred sixty eight only)	3,360.00

64.	Provide and lay "SALIPATCH" BITUMINOUS CAKE OF STP Ltd. or similar product of approved quality and make for repairing the Pot Holes at Deck proper and both side approaches of Rabindra Setu. This should include the cost of preparation of base by cleaning with hot blower lamp, hand packing and compacting of bituminous cake with wooden rammers etc. including cost of all materials, carriage, labour & all incidental charges complete as per direction of Engineer-in-Charge.	Kg.	2000.00 Kg.	43.00 Per Kg. (Rupees forty three only)	86,000.00
				Total=	Rs.4,94,973.21

Rs.4, 94,973.21

[Rupees four lakh ninetyfour thousand nine hundred seventy three and paise twenty one only]

Tenderer to fill up the following [score out which is not applicable]

(a).....%
(in figures)

.....Percent
(in words)

price not to be quoted here

Above par (-) Rs.

(b).....%
(in figures)

..... Percent
(in words)

Below par (+) Rs.

(c)..... At par

NIL

Total Tendered Amount: Rs.

Total tendered amount (in words.....
.....

[The rate quoted shall include all taxes and duties as applicable excluding Service Tax.
Service Tax will be reimbursed by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in days work..... numbers

e-Tender No: KoPT/Kolkata Dock System/CE/56/16-17/ET/158

Permanent Income Tax A/C.No... ..

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted
/ stated above are to be carried over to Form of Tender attached]

Witness: -

(Name in block letters)

Address:

Occupation:

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Chief Engineer,
Kolkata Port Trust.

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

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

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

I / We have deposited with the Trustees' FA&CAO, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated:

(Signature of Bidder with Seal)

WITNESS :			
Signature :		Name of the Bidder :	
Name : (In Block Letters)		Address :	
Address :			
Occupation :			



KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

&

HALDIA DOCK COMPLEX
CIVIL ENGINEERING DEPARTMENT
15, STRAND ROAD, KOLKATA -700001

GENERAL CONDITIONS OF CONTRACT
FORMS AND AGREEMENTS

SANCTIONED BY TRUSTEES
UNDER RESOLUTION NO.92
OF
THE 6TH MEETING HELD ON 27TH MAY, 1993
&
UPTO LAST AMENDMENT UNDER RESO.No.210 OF
THE 13TH MEETING HELD ON 26TH FEBRUARY,2013.
(Copy of Booklet Published on May, 1993)

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GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

- 1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 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.
- 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 representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer 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.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary 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 god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 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 works (i.e., Bills 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.

- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 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.
- 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.
- 1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 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 deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings 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.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.1. The Contractor shall execute, complete 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.

2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative.

2.3. The Engineer shall have full power and authority

- (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, alternation 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:

- (a) watch and supervise the works.
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) 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:

- (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:

- (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-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss 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 there upon 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 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. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. 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 consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction 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 of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, 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.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

- 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 initialing 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.
- 3.4.
- Earnest Money Deposit shall be @ 2 % of the estimated cost and will be applicable for works/service/O&M contract only and not for procurement contract.
 - There will be no minimum ceiling of Earnest Money which will be 2 % of the estimated cost up to an estimated cost of ₹ 10 crores and for estimated cost above ₹ 10 crores, it will be ₹ 20 lacs + 1 % of the estimated cost by which it exceeds ₹ 10 crores .
 - Upto Rs 10 lacs, Earnest Money will be accepted only by Banker's cheque /Demand Draft/ Pay Order payable at Kolkata or Haldia as the case may be. Earnest Money deposit beyond 10 lacs may be accepted in the form of Bank Guarantee issued by an Indian nationalized/schedule bank for the amount which it exceeds 10 lacs..

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:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	₹ 50000/-	Any tender priced up to ₹ 10,00,000/-
B	₹ 25,000/-	Any tender priced up to ₹ 5,00,000/-
C	₹ 15,000/-	Any tender priced up to ₹ 3,00,000/-

- Tender submitted without requisite Earnest Money may be liable to rejection.
 - If before expiry of the validity period of his Tender / offer, the tender 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.
- 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.

- (f) 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.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to ₹ 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than ₹10,00,000/- and up to ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½ % on the balance	1% on first ₹ 10,00,000/- + ½ % on the balance
For works costing more than ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½% on next ₹ 10,00,000/- + 5 % on the balance	1% on first ₹ 10,00,000/- + ½ % on next ₹ 10,00,000/- + ¼ % on the balance

- (g) 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 Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (h) 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.

3.5.

- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees

shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

- 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 Kolkata / Haldia Branch, as the case may be, of any Nationalized 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 are liable to forfeiture; all at 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-fulfillment 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.
- 3.7. Every Tenderer / bidder shall submit in respect of a tender value of more than Rs. 5 crores, 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 G.C.C. In case of tender value more than Rs. 5 crores, the Integrity Pact Agreement is an essential part and parcel of the bid document to be submitted by each tenderer, without which the tender shall not be considered.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1.
- (a) The contract documents shall be drawn-up in English language.
 - (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
 - 1. The Indian Contract Act, 1872.
 - 2. The Major Port Trust, Act, 1963.
 - 3. The Workmen's Compensation Act, 1923.
 - 4. The Minimum Wages Act, 1948.
 - 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 - 6. The Dock Workers' Act, 1948.
 - 7. The Indian Arbitration Act (1940) and latest amendment (in the case of a definite arbitration Agreement only).
- 4.2. After acceptance of his Tender / Offer and when called upon 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.

- 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.
- 4.4. Two copies of the Drawing 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.
- 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.
- 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 subletting under this clause.
- 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.
- 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.
- 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. 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 his at site.
- 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.
- 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.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

- 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.
- 4.15. The Contractor shall immediately inform the Engineer's Representative 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.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, 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) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public 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 properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (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 the entire surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 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.
- 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.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

- 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 a 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.

5. 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.
- 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.
- 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.
- 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.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship 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 materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 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.
- 5.7. 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.

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.
- (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.
- (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.
- (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 / 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 / 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 affect timely supply thereof.

- (e) If the Engineer decides that due to the contractor's negligence, and 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 19.25% extra over the higher one of the following:
 - 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 falls to comply, the Engineer shall be at liberty to dispose and 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.

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. 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

Otherwise provide for in the contract, or

1. Necessary by reason of some default on the part of the Contractor, or
2. Necessary by reason of climatic conditions on the site, or
3. 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.

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 instruction.

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 takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of 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.

6. TERMS OF PAYMENT:

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, 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 on the basis of measurement 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 decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken 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.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill,

subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount 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 ₹ 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 shortage 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 Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
- vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalized Bank or a Scheduled 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 over certify for payment or the Trustees should over-pay the Contractor on any account.

- 6.8. No claim for interest shall be admissible 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.

7. 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 fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity 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:
- 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.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 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.
- 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.

- 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 decided 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. 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 commotions 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 there upon 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 Damaged" Clause (No. 8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter 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% the said value of work.

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 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:

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

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 of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be

expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of talking 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 and known in all respect.

9. 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 the 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 manner deemed suitable by the Engineer.

9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from 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 relive the Contractor of his obligations under the contract for full and final completion of the work.

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 from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from

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.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & 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 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 work 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.
- 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.
- 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 required 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.
 - 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
 - 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
 - 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
 - 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in 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 or any amendment thereof , rules made there under, 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 decisions. 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 case 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 stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.
 - (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 on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.....

To,

.....

I/We.....of

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

THE TOTAL AMOUNT OF TENDER Rs (Not To be filled up)

(Repeat in words)

(Not to be filled up)

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

(* This should be scored out in the case of labour contracts)

I/We have deposited with KOLKATA PORT TRUST, a sum ofvide Pay Order / Demand Draft No.....dt..... of.....(name of Bank) as Earnest Money.

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

Signature of the Tenderer
(Seal of the Tenderer)

Name of the Tenderer

Dated:

Address:

.....

Witness:

Signature _____

Name _____
(In Block Letters)

Address: _____

Occupation: _____

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called "the Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed, viz.and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said Tender / Offer & the acceptance of the Tender / Offer
 - (b) The General Conditions of Contract
 - (c) The Special Conditions of Contract
 - (d) The Conditions of Tender
 - (e) The Technical Specifications
 - (f) The Schedule of Rates
 - (g) The Terms of Payment
 - (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of.....
.....

Was hereunto affixed in the presence of:

Name-----

Address-----

.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name-----

Address: -----

.....

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

Name.....

Address:

KOLKATA PORT TRUST

FORM G.C.1

Contractor:

Address:

Date of Completion:

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work

Estimate Number E.E.Odt.....

C.E.O.....dt

Work Order Number dt.....

Allocation

Contract Number

Which was carried out by you is in the opinion of the undersigned completing in every respect on the _____ day of _____, 20_____ in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of _____ days /weeks / months / years.

From the.....day of 20

to theday of 20

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ()
The Deputy Manager ()
Financial Adviser & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

KOLKATA PORT TRUST

FORM G.C.2

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

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work -----

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

C.E.O. Nodt

Work Order No.....dt

Contract No. -----

Resoln. No & 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 the obligations under
Contract have been fulfilled by the Contractor.

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn:.....)

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

Dear Sir,

I / We do hereby declare that I / We have received full and final payment from
Kolkata Port Trust for the execution of the following work, viz.

Name of Work

Work Order No dt

Contract No dt.....

Agreement Nodt.....

and I / We have no further claim against Kolkata Port Trust in respect of the above
mentioned job.

Yours faithfully,

(Signature of Contractor)

Date

Name of Contractor

Address

.....

(Official Seal of the Contractor)

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

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE

NO.....DATE.....

Name of issuing Bank

Name of Branch.....

.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs -----

..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No ated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees)

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

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

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

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

3. We, Branch, Kolkata / Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive ofday of20.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to Or any extension thereof made by us, Branch, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkata
 / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Kolkata/Haldia.

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

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....
BRANCH.....
Kolkata...../ HALDIA.

(OFFICIAL SEAL OF THE BANK)

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal”

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **“Guidelines on Indian Agents of Foreign Suppliers”** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on ‘Indian Agents of Foreign Suppliers’ is annexed and marked as Annex-“A”.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex “B”.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/ Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 9 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case,

the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____
