

**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**  
**8, Garden Reach Road, Kolkata – 700 043**

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**E- TENDER DOCUMENT**

**For**

**“Round the clock maintenance of the entire outdoor illumination with electrical distribution system of KP Dock-I (KPD-I) for a period of 2 years”**

**Notice Inviting Tender No.: KoPT/KDS/Mech/SE-I/ADV/421 dated 16.02.2017**

**E-Tender No. KoPT/Kolkata Dock System/CME/41/16-17/ET/567**

- **Site inspection & Pre-bid meeting** : 22.02.2017 at 11:00 hrs.
- **Start date of submission of e-Tender** : 24.02.2017 from 12:00 hrs.
- **Closing date of e-Tender** : 17.03.2017 by 14:30 hrs.
- **Date of opening of Techno-commercial bid** : 17.03.2017 at 15:00 hrs.

**Tender Fee: 3000/- (Non-Refundable)**

**Chief Mechanical Engineer**

## TENDER DOCUMENT

### KOLKATA PORT TRUST KOLKATA DOCK SYSTEM

E-TENDER FOR PROCUREMENT “Round the clock maintenance of the entire outdoor illumination with electrical distribution system of KP Dock-I (KPD-I) for a period of 2 years” FOR KOLKATA DOCK SYSTEM

**NOTICE INVITING TENDER No. KoPT/KDS/Mech/SE-I/ADV/ 421 Dated: 16.02.2017**

#### **TENDER NOTICE:**

Electrical Division under Mechanical & Electrical Engineering Department of Kolkata Port Trust invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “**Round the clock maintenance of the entire outdoor illumination with electrical distribution system of KP Dock-I (KPD-I) for a period of 2 years**”.

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com/](http://www.mstcecommerce.com/) eprochome/kopt and KOPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) Corrigendum or clarifications, if any, shall be hosted on the above mentioned websites only.

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

<b>TENDER NO.</b>	<b>KoPT/KDS/Mech/SE-I/ADV/ 421 Dated: 16.02.2017</b>
<b>MODE OF TENDER</b>	e-Procurement System(Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/">www.mstcecommerce.com/</a> 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 Dock System.
<b>E-Tender No.</b>	KoPT/Kolkata Dock System/CME/41/16-17/ ET/567
<b>Estimated value of Tender</b>	<b>Rs. 71,59,803.00</b>
<b>Date upto which NIT is available for download</b>	<b>21.02.2017 up to 14.30 Hrs</b>
<b>Date and time of site inspection and Pre-bid meeting</b>	<b>22.02.2017 at 11.00A.M</b>
<b>Earnest Money Deposit</b>  <b>Tender cost</b>	The intending tenderers should submit Earnest Money of <b>Rs. 1, 43,196.00</b> (Rupees One Lakh Forty Three Thousand One Hundred Ninety Six only) to KoPT. Tender cost containing Banker's cheque or Pay order or Demand draft from any of the Nationalised /Scheduled Bank in India having branch in Kolkata drawn in favour of Kolkata Port Trust of <b>Rs.3000.00</b> ( Rupees Three Thousand only) as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt issued by the Treasurer, Kolkata Port Trust as the case may be.

<b>Transaction Fee</b>	<b>Rs. 4117.00</b> [(service charge = 0.05% on estimate value) plus Service Tax @ 15% on Service Charge] Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A )
<b>Last date of submission of Tender Document Fee and Earnest Money</b>	<b>17.03.2017 upto 14.00 hrs.</b>
<b>Last date of submission of Transaction Fee through RTGS /NEFT in favour of MSTC Limited , Kolkata</b>	<b>Three working days before the last date of closing of online bidding for the e-tender.</b>
<b>Date of starting of e-tender for submission of online Bid( Techno-commercial Bid and Price Bid) at</b> <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>	<b>24.02.2017 from 12.00 hrs.</b>
<b>Date of closing of online e-Tender for submission of online Bid( Techno-commercial Bid and Price Bid)</b>	<b>17.03.2017 upto 14.30 hrs.</b>
<b>Date and time of opening of Part-I (i.e. Techno-commercial Bid) after confirmation of submission of Tender document Fee and Earnest Money Deposit</b>	<b>17.03.2017 at 15.00 hrs.</b>
<b>Date and time of opening of Price Bid (Part II)</b>	<b>To be informed separately.</b>

**List of Annexe**

**E-Tender No. KoPT/Kolkata Dock System/CME/41/16-17/ET/567**

<b>Instructions to tenderers</b>	<b>Annexe- A</b>	<b>Page: 5 -8</b>
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<b>Profile of tenderer, Cover letter &amp; Schedule-O</b>	<b>Annexe- F</b>	<b>Page: 29 - 35</b>
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**INSTRUCTIONS TO TENDERERS**

**E-Tender No. KoPT/Kolkata Dock System/CME/41/16-17/ET/567**

**This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Limited, 225C, AJC Bose Road, Kolkata-700020.**

You are requested to read the terms and conditions (Annexe B) of this tender before submitting your online tender. Tenders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of Price Bid.

**1. Process of e-Tender:**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendors can submit his/their bids electronically. Electronic Bidding for submission of Techno-commercial Bid as well a 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 PC connected with Internet. MSTC is not responsible for making such arrangement. Bids will not be recorded without Digital Signature.

Special Note: The Price Bid and the Commercial Bid has to be submitted online at

[www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt).

1) Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) e-procurement→ PSU/Govt depts→Register as Vendor under KoPT→Filling up details and creating own user id and password→ Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KoPT/MSTC before the scheduled time of the e-Tender.

**Contact Persons: KoPT**

1) Shri Santanu Kumar Das  
Superintending Engineer (Elect.)-I  
Mobile No. 9674720037  
Email: [santanudas@kopt.in](mailto:santanudas@kopt.in)

2) Shri Rakesh Kumar  
Superintending Engineer (Elect.)-II  
Mobile No. 9836298625  
Email: [rkumar@kolkataporttrust.gov.in](mailto:rkumar@kolkataporttrust.gov.in)

**Contact Persons: MSTC Limited**

1) Shri Arindam Bhattacharjee  
Deputy Manager (E-commerce)  
Mobile No. 09330102643  
Email: [arindam@mstcindia.co.in](mailto:arindam@mstcindia.co.in)  
3) Ms Sumona Maity  
Management Trainee (E-commerce)  
Mobile No. 09831155225  
Email: [smaity@mstcindia.co.in](mailto:smaity@mstcindia.co.in)

2) Shri Sabyasachi Mukherjee  
Junior Manager(E-commerce)  
Mobile No. 07278030407  
Email: [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)

**B) System Requirement:**

- i) Windows 98 /XP-SP3 &above/Windows 7 Operating System
- ii) IE-7 and above Internet Explorer
- iii) Signing Type Digital Signature
- iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be minimum.

To enable all active X controls and disable 'use pop up blocker' under Tools Internet options Custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once.)

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt).

**(A) Part I(Techno-commercial Bid ):** Would be opened electronically on specified date and time as given in the NIT. Bidders can witness the opening of Techno-commercial Bids electronically.

**(B) Part-II(Price Bid):**Would be opened electronically of only those bidders whose Part-I: Techno-commercial Bid are acceptable to KOPT. Such bidders will be intimated the date of opening of Part-II(Price Bid) through valid e-mail confirmed by them.

The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the Price Bid.

3. All entries in the tender should be entered online Technical & Commercial formats without any ambiguity.

**4. Special Note towards Transaction Fee:** Payment of Transaction Fee by NEFT in favour of MSTC Limited. The Bank details, format etc. for sending Transaction Fee by NEFT to MSTC is detailed below.

Bank Details: Axis Bank, Shakespeare Sarani Branch

Account Details: Axis Bank Account No. 005010200057840

IFS Code No. : UTIB0000005

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.

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 submission only after the receipt of Transaction Fee by MSTC.

Contact Details:

FAX No. : 033-22831002

Email ids: [sanjibpoddar@mstcindia.co.in](mailto:sanjibpoddar@mstcindia.co.in) ; arindam@ mstcindia.co.in; [rpradhan@mstcindia.co.in](mailto:rpradhan@mstcindia.co.in) ; [smukherjee@mstcindia.co.in](mailto:smukherjee@mstcindia.co.in)

Bidders may please note that the Transaction Fee should be deposited by debiting the Account of the bidder only. Transaction Fee deposited by debiting any other party’s account will not be accepted. Transaction Fee is non-refundable. In case of failure to submit the payment towards Transaction Fee for any reason, the vendor will not have access for online e-tender.

5. In case of failure to submit the payment towards cost of Tender Document and Earnest Money Deposit(EMD), the vendor will not have the access to online e-tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any lapse on this account. Bidders are advised to make remittance of Tender Fee and EMD through separate Banker’s Cheque or Pay Order or Demand Draft well in advance and verify completion of transaction in respect of Tender Fee and EMD. Vendors are instructed to use ‘Upload Documents’ 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. Once the documents are uploaded in the library, vendors can attach documents through ‘Attach Document’ link against the particular tender. For further assistance please follow Instructions to Vendors Guide.

6. All notices, corrigendum and correspondence to the bidder shall be sent by email only during the process till finalisation of tender by Kolkata Port Trust. Hence the bidders are required to ensure that their corporate email id 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. E-tender cannot be accessed after the due date and time mentioned in NIT.

8. **Bidding in e-tender:**

a) Bidders need to submit necessary Tender Document Fee, EMD and Transaction Fee for their eligibility to bid online in the e-tender. Tender Document Fee and Transaction Fee are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders will be refunded by Kolkata Port Trust. In case of successful bidder the EMD amount may be adjusted against the Security Deposit.

b) An amount of **Rs. 1,43,196.00** (Rupees One Lakh Forty Three Thousand One Hundred Ninety Six only) has to be deposited by Demand Draft/Pay Order/Banker's Cheque from any Nationalised /Scheduled Bank in favour of "Kolkata Port Trust" payable at Kolkata, to be enclosed with the Techno-commercial Bid of the tender.

c) If any tenderer withdraws his tender before 120 days from the date of opening of the Techno-commercial Bid of the tender, the Earnest Money Deposit will be forfeited by Kolkata Port Trust.

d) Tender without earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here-in before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.

e) NSIC registered firms under single point registration scheme are exempted from depositing Tender Document Fee and Earnest Money. But all the NSIC registered firms are exempted from depositing Tender Document Fee and Earnest Money. Only those firms having documents of such exemption for the entire tendered work as per the Bill of quantities would be exempted. Documentary evidence must be submitted in cover I of the tender for claim of such exemption, failing which the tender would be summarily rejected.

f) The process involves Electronic Bidding for submission of tender document Fee and EMD, Techno-commercial Bid as well as price Bid.

g) The bidders who have submitted the abovementioned fees can only submit their Techno-commercial Bids and Price Bids through Internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Govt. depts. → Login under KoPT → My Menu → Auction Floor Manager → live event → Selection of the live event.

h) The bidder should allow to run an application viz. an Apple by accepting the risk and clicking on the run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the techno-commercial Bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial Bid.

i) After filling the Techno-commercial Bid, the 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 be filled up and then bidder should click on 'save' to record their Price Bid. Once both Techno-commercial Bid and Price Bid have been saved, the bidder can click on the "submit" button to register their bids.

j) In all cases bidder should use their own Id and Password along with Digital Signature at the time of submission of their bids.

k) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

l) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

m) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.

n) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

o) Kolkata Port Trust reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.

p) No deviation from the terms and conditions of the tender document is acceptable. Submission of bid in the tender floor by any bidder confirms his acceptance of terms and conditions of the tender.

q) Unit of Measure (UOM) is indicated in the e-tender floor. Rate is to be quoted in Indian Rupee currency as per UOM in Indian Rupee currency as per UOM indicated in the e-tender floor/tender document.

9. The e-tender shall be governed by the terms and conditions mentioned therein.

10. No deviation to the technical and commercial terms and conditions are allowed.

11. Kolkata Port trust has the right to cancel this e-tender or extend the due date of receipt of bids without assigning any reason thereof.
12. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eprochome/KoPt](http://www.mstcecommerce.com/eprochome/KoPt) of MSTC Limited.
13. The bidders must upload all the documents required as per pre-qualification criteria and the documents enlisted under techno-commercial Bid and Price Bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
14. The bid will be evaluated based on the filled-in technical and commercial formats which have been uploaded.
15. The documents uploaded by bidders will be scrutinised. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder will be forfeited. Punitive actions including suspension and banning of business can also be taken against defaulting bidders.
16. Bidders are requested to read the vendor guide and see the video in the page [www.mstcecommerce.com/eprochome](http://www.mstcecommerce.com/eprochome) to familiarize them with the system before bidding.



**TERMS AND CONDITIONS OF TENDER**

**E-Tender No. KoPT/Kolkata Dock System/CME/41/16-17/ET/567**

**Pre-qualification Criteria of the bidders**

1. The intending bidders shall satisfy the following conditions with supporting documents:

i) The firms must have average annual turnover during the last three years ending 31<sup>st</sup> March, of the previous financial year, of at least 30% of the estimated cost.

The firms must have either of the following as experience of having successfully completed similar works during last seven years, ending on the last day of the month, previous to the one in which applications are invited;

- a) Three similar works completed works costing not less than value of Rs. 14,31,961.00
- b) Two similar works completed works costing not less than value of Rs. 17,89,951.00
- c) One similar completed work works costing not less than value of Rs. 28,63,922.00

Here similar works mean operation, maintenance & servicing of outdoor illumination including streetlight, tower light, floodlight fittings etc. with electrical distribution system. Work experience as sub-contractor or supply contractor shall not be considered as requisite qualification.

2. Tenderers shall have to upload following documents /papers for Techno-commercial part of the tender or any subsequent stage:

a) Demand Draft/Banker's Cheque /Pay Order in original for **Rs. 3000.00** (Rupees Three Thousand Only) as cost of Tender Document which needs to be physically submitted to the Chief Mechanical Engineer, Mechanical & electrical engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata-700043.

b) Demand Draft/Banker's Cheque/Pay order in original for **Rs. 1,43,196.00** (Rupees One Lakh Forty-three Thousand One Hundred Ninety-six Only) as Earnest Money which need to be submitted to the Chief Mechanical Engineer, Mechanical & Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata-700043.

c) The tenderer shall have to upload certified copies of the documents viz. order letter and proof of completion to establish his credentials and related documents as asked for.

d) The tender document along with General Conditions of Contract, Forms & Agreement duly signed and stamped on each of the pages by the tenderer including the pages of Bill of Quantities, unpriced and scored out.

e) Copies of self-attested audited Balance Sheets and Profit and Loss Accounts for the financial years 2013-14, 2014-15 & 2015-16.

f) Self-attested documentary evidence of completion of similar works as proof of fulfilling the Pre-qualification criteria of the tender.

g) Copies of self-attested valid Service Tax Registration Certificate, VAT/CST Registration Certificate

h) Copies of self-attested valid Trade Licence and valid Electrical Contractor's Licence

i) Copy of self-attested PAN Card issued by Income Tax Department.

j) Statement to confirm the status of the tenderer-Whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Kolkata Port Trust, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.

k) Copy of self-attested ESI Registration Certificate, failing which their tender/offer would be liable to be rejected.

l) Copy of self-attested EPF Registration Certificate, failing which their tender/offer would be liable to be rejected.

m) A separate statement of the tenderer containing full name and office address of the tenderer, name and designation of the officials of the tenderers connected with the instant tender, their landline and mobile telephone numbers, email ids, Fax numbers etc. as per enclosed Proforma (Form D, Annexe F)

n) Declaration from the tenderer in the form of a Cover Letter (Annexe F) with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi-government agencies or PSUs in India as per enclosed Proforma.

3. All the documents as mentioned her-in-before shall have to be uploaded. The tenderer should clearly understand that no information /indication as to price should be entered in the pages of Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.
4. ‘Price Bid’ as per the format of Bill of Quantities must be filled-up online only through MSTC Portal. No condition or conditional rebate should be indicated /mentioned in the Price Bid.
5. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfilment of any of the aforesaid criteria shall lead to disqualification of their offers. No alteration shall be made by the tenderer in the tender and the tender must be in accordance with the specification. Non-conformation to this instruction shall be treated as non-responsive and hence may disqualify the tender.
6. Techno-commercial Bids would be opened on the aforesaid schedule date of opening. Price Bids of only qualified bidders shall be opened on a suitable date to be intimated beforehand.
7. Kolkata Port Trust will not be responsible for any cost or expense incurred by the tenderer in connection with preparation or submission of the tenders.
8. In case of unscheduled holiday, strike /bandh etc. on the schedule date of Site inspection,Pre-bid meeting , submission of bids, opening of Techno-commercial of Price Bid , the same time as per schedule on the next working day will be considered as schedule time for the purpose of Site inspection,Pre-bid meeting , submission of bids, opening of Techno-commercial of Price Bid, as the case maybe. Here Trustees working day means Monday to Friday in between 09.30 hrs to 17.30 hrs.
9. Should there be any doubt or ambiguity as to the meaning of the tender document or if any further information is required, the same shall be clarified/amended by KoPT in the Site inspection and Pre-bid meeting. No excuse of ignorance in this regard shall be accepted at a later date after Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in KoPT’s website for the information of all concerned and shall form a part of the tender document. Any offer having deviation from KoPT’s terms and conditions shall render such offer unacceptable to KoPT. No alteration shall be made by shall be made by the tenderer in the tender document and the tender must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of site inspection and Pre-bid meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of quantities of the tender. For attending the Pre-bid meeting, the representatives of the tenderers should accompany proper authorisation letters from their respective organisations.
10. The quoted rate should be inclusive of all taxes, duties and other charges except Excise Duty and Service Tax. The rate quoted in the tender shall hold good and shall be binding on the tenderers notwithstanding any increase in prices of the materials and labour or in freights or levy or other charges whatsoever and the tenderers shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.
11. The quoted rates would be kept valid for at least 120 days from the date of opening of the Techno-commercial Bid.
12. The Trustees’ reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to the acceptance of the tender.
13. The tenderers shall distinctly understand that they will be strictly required to confirm to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

**14. Evaluation Criteria:** A fully priced Bill of Quantities for Part I, Part II & Part III duly totalled shall be submitted with the tender. A price shall be inserted against each item of Bill Of Quantities for Part I, Part II & Part III including all manners of labour, tools, spares and all other matters necessary for the execution of the contract in accordance with General Conditions of Contract, Forms & agreement, specifications and Bill of Quantities. If it is found on examination of the tender that there is a discrepancy between the total amount in part I, Part II & Part III of the Bill of Quantities and the amount arrived at by valuing the quantities set out therein the rates /prices set against them by the tenderer, calculation of the total amount will be made on the basis of Unit rates multiplied by the quantities. Evaluation of the tender will be done on the basis of such total amount of Bill of Quantities of Part I, Part II & Part III thus arrived excluding Service Tax. Tenderer must not keep any column /space blank in any item under Part I, Part II & Part III; else the tender is liable for disqualification.

15. The Contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the acts like the Indian contracts Act, the Major Port Trusts Act, the Workmen's Compensation Act, the Minimum Wages Act, the Contract Labour (Regulation & Abolition) Act, the Dock workers Act, the Indian Arbitration & Conciliation Act, the Dock Safety Regulations Act or any other act, law, rule as may be applicable.

**Special Conditions of Contract**

**2.1** The tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The tenderer is advised to acquaint himself with the job involved at the site, laws and bye-laws enforced by the government and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All costs/charges/expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by the tenderer and Kolkata Port Trust accepts no liability in this regard.

**2.2** should there be any ambiguity as to meaning of any portion of the Tender Document or any other information is required, the same shall be clarified /addressed by Kolkata Port Trust in the Pre-bid meeting to be held at the office of the Chief Mechanical engineer at 8, garden reach road, Kolkata-700043 as per time schedule as mentioned above. Tenderers are advised to attend the site inspection followed by Pre-bid meeting since no excuse of ignorance of clarifications /amendments given by KoPT in the Pre-bid meeting shall be accepted. Any offer having deviation from KoPT's terms and conditions after those are frozen in the Pre-bid meeting, may render the offer unacceptable to KoPT.

**2.3** The Income Tax and Sales tax, Works Contract Tax deductible at source will be recovered from the contractor's bills at source at the appropriate rate as per the relevant provisions of Income Tax Act, 1961, VAT Act, Works Contract Act etc. or any amendment thereof.

**2.4** Any quotation received for part supply or doing a portion of the work with the responsibility for carrying out the remaining works by the Trustees will not be considered.

**2.5** The tenderer must produce evidence that he has the experience and is fully capable of carrying out the work of the class and magnitude and by way of proof shall submit along with his tender under a list of important supply of a similar nature successfully carried out by giving the dates of commencement and completion of such supply and full particulars of his business organisation. The tenderer shall also fill in the appendices attached with the Form of Tender and all schedules attached to the Bill of Quantities.

**2.6** The tender and all drawings, specifications, documents and correspondences accompanying the tender shall be submitted in triplicate.

**2.7** The tenderers shall upload certified true copies of current Trade Licence, VAT/CST Registration Certificate, valid Electrical Contractor's Licence granted by the government, PF Code, valid Professional Tax Clearance Certificate/copy of up to date P Tax Challan, ESI Registration Certificate, Service Tax registration Certificate and PAN Number. Originals of these certificates shall be submitted when so demanded for inspection.

**2.8** No alteration shall be made by the tenderer in the tender and tender must be in accordance with the specification. Non-confirmation to this instruction shall be treated as non-responsive and hence may disqualify the tender.

**2.9** The contract shall be governed by the Indian Contract Act. All payments due to the contractor under the contract shall be made in India in Rupee Currency. No foreign exchange is payable on this contract.

**2.10** The contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's agents/servants /employees or any third party arising out of or in any way in connection with the execution or purported execution of the contract. The contractor shall indemnify KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whensoever or property including all claims which may arise under the Workmen Compensation act or otherwise.

**2.11** attention of the tenderer is drawn to clause 3.4,3.5, 3.6 of GCC regarding Earnest Money and security deposit related clause no. 8 regarding delay/extension of time /Ld/termination of contract including GCC.

**2.12** The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the Techno-commercial Bid. In the event of tenderer withdrawing their tender before expiry of the tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited. If tender process could not be finalised within 90 days, the EMDs are to be revalidated accordingly.

**2.13** Successful tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract, Forms & Agreement, specifications, drawings, if any, and the Bill of Quantities which shall be deemed to have examined.

**2.14** KoPT reserves the right to disqualify any offer, in case they are satisfied that any bribe/commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of KoPT or any other person on his or their behalf in relation to the acceptance of this tender.

**2.15** The tenderer shall disclose the names of their Partners/Directors/Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalisation as well as during the period of execution of the contract shall be immediately notified in writing to KoPT. In the event of any tenderer failing to comply with the aforesaid requirement, the tender/contract, if entered into, may be terminated.

**2.16** The tenderer shall refrain from sending revised or amended quotations after the closing date and time of the tender.

**2.17** At any time, prior to the last date of submission of tenders, KoPT reserves the right to amend and modify the Tender document. Such amendment shall be hoisted in KoPT's aforesaid website and KoPT in no way be responsible for any likely ignorance of any prospective tenderer in this regard. Such amendment/modification shall form part of the tender and shall be binding upon the tenderers. KoPT may, at its discretion, alter any of the major dates like Pre-bid meeting, last date of submission and date of opening of the tender etc. to enable the tenderers to have reasonable time to submit their offer after taking into consideration such amendment/modification.

**2.18** The tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse for infringing any of the conditions of the tender.

**2.19** The contract shall be governed by all the acts as listed under clause 4.1 of the General Conditions of Contract, forms & Agreement, and also by all other relevant Acts/Laws/Regulations/Byelaws /Statutory requirements including Dock safety regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the contractor to comply with the same.

**2.20** While submitting tender, the conditions of tender, the General Conditions of Contract, forms & Agreement, specifications, drawings etc. shall be read in conjunction with the Bill of Quantities.

**2.21 Contract Period: Two years from the date of placement of order letter.**

**2.22** The tenderers shall not rely merely on the descriptions given in the Bill of Quantities. The quantities shown in the Bill of Quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If the tenderer feels during preparation of his offer that any essential item has been omitted from the Bill of Quantities, the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of a suitable item in the Bill of Quantities, the tender may be treated as cancelled.

**2.23** The tenderers shall clearly understand that they will be strictly required to conform to the General Conditions of Contract, forms & Agreement, and specification as contained in each of its clause and non-acceptance /non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

**2.24 Guarantee(for Part-II & Part II of BOQ):** The contractor shall make good at his own expenses of all defects, due to faulty design, and workmanship, which may develop under proper use during a period of 12 months from the date of installation and successful commissioning of the work executed under Part-II of BOQ. Should any difference of opinion arise any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the Trustees will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as Security Deposit so far as that is practicable. If the costs of such repairs exceeding the amount of Security Deposit, the contractor shall pay the balance to the Trustees forthwith on demand. Where the contractor has submitted Bank Guarantee in lieu of Cash Security Money, the cost of such repairs will be payable to the Trustees forthwith on demand.

**2.25 Safety:** The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall ensure that his employees observe the statutory safety rules and regulations.

**2.26 Entry Permit:** The contractor shall be governed by the following provisions for interfacing safe custody and proper use of permits.

- a) All representatives and workers of the contractor shall possess the Dock Permit issued by Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, on free of cost basis. A token charge of Rs. 5.00 per person per occasion will be levied for creation of new IDs in the permit System. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.
- b) The contractor shall ensure that any permit issued to their workmen or representative by the permit office are not misused by unauthorised persons for entry into the protected dock area.
- c) It shall amount to breach of rules and regulations regarding entry into the prohibited area by the contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
- d) The contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into protected area.

**2.27 Testing and Commissioning:** The contractor shall obtain permission before each test and all tests shall be conducted in presence of duly authorised representative and the Electrical Inspector (wherever it is necessary). Record of each test shall be prepared after the test and the same will be signed by the contractor's representative conducting the test. Copies of the records shall be submitted to the Engineer in quadruplicate. A certificate in quadruplicate shall be furnished by the contractor countersigned by his certified supervisor under whose direct supervision the installation has been carried out.

**2.28 Identification mark:** For identification of various equipment, letter/figure writing of sizes varying from 12 mm to 75 mm with enamel paint of approved shade /standard ferules are to be carried out as per the directive of the Engineer.

**2.29** Shock treatment chart, statutory warning signals, insulated mats, fire extinguisher, fire fighting buckets filled with sand etc. are to be provided, if required, inside the installations as per statutory requirement without any cost to Kolkata Port Trust.

**2.30** The tenderer must produce evidence with his tender that he and his proposed sub-contractors have experience and are fully capable of carrying out work of this class and magnitude. Tenderers are required to submit along with the tender under Schedule, a list of important works of similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organisation.

**2.31 Cleaning during execution and after completion:** After execution of new works under Part-III and after conducting routine regular maintenance work, 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. The contractor shall forward any usable material found during the course of maintenance at the work site or its vicinity to KoPT store/yard, by obtaining prior permission of KoPT official present at site and shall dispose off the debris beyond the dock/lock area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

**2.32** If it is found that two or more persons who are connected with one another financially or as Principal & Agent or Master & Servant and have tendered separately under different names for the same tender without disclosing their connection or it is found that the same person has submitted more than one tender under different names, the tenders may be rejected or any contract if entered into under such conditions shall also be liable to be cancelled at any time during its performance.

**2.33 Protection of existing service:** The contractor must pay full attention to the fact that the existing service facilities for KoPT are not disturbed at any time due to storage of materials and rubbish and take every precaution to keep the entrance passage clear as the same are being used by the labourer. The contractor shall be held liable for all damage and interference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repair shall be recovered from his running account bill for which the decision of the Engineer shall be final and binding.

**2.34 Forwarding of materials:** All dismantled unserviceable materials are to be disposed off beyond the office compound and in conformity with the Municipal /Corporation rule at the contractor's cost. The contractor shall have to arrange transport for forwarding the saleable/unusable/defective /usable materials that may be found during the process of execution of the work to the Trustees sales yard or any other site/godown including labour, transportation, loading, unloading all complete as per the direction of the Engineer.

**2.35** The contractor shall have to maintain an office at site and ensure availability of spares/materials and deployment of necessary manpower. The contractor shall bear all the costs for deployment of the necessary manpower and shall be responsible for all liabilities regarding payment, termination, leave, statutory contribution etc. for his personnel without any obligation /involvement/liability on the part of Kolkata Port Trust.

**2.36** The contractor may be allowed to sub-contract any part of the work, which is specialised in nature, if considered necessary, with permission from Kolkata Port Trust. The cost arising out of such sub-contract shall have to be borne by the contractor in full. The contractor shall be liable for any act, omission and default of the sub-contractor employed for the tendered work. The contractor shall be responsible for all liabilities regarding payment, termination, leave, statutory contribution etc. for the personnel of the sub-contractor without any obligation /involvement/liability on the part of Kolkata Port Trust.

**2.37** Any non-performance of the part of the contractor or his sub-contractor due to any industrial relations problem, non-supply of spares etc. shall debar the contractor from getting payment. Kolkata Port Trust reserves the right to get the work done through any other agency or departmentally and the difference of cost shall be borne by the contractor under "RISK PURCHASE".

**2.38** Kolkata Port Trust will issue necessary permits/photo permits free of cost for all the personnel of the contractor or his sub-contractor who will be involved in the tendered work. On closure of the contract all these permits shall have to be returned before finalisation of the pending bills /dues.

**2.39** The contractor shall arrange all tools, tackles, equipment, measuring & testing equipment etc. required for the repair and maintenance work at no extra cost to Kolkata Port Trust.

**2.40** The contractor shall start the work on “As-is-where-as” basis of the electrical installations. Mobilisation period of seven working days from the date of commencement of maintenance contract shall be allowed to the successful tenderer to set right the defects as per advice of KoPT official. Penalty will not be applicable for the 7 days period.

**2.41** The contractor shall arrange for services, if any, required from indigenous/foreign companies at no extra cost to Kolkata Port Trust.

**2.42** Kolkata Port Trust will provide general security of the entire KPD Dock area. Kolkata Port Trust is covered by ISPS (International Ship and Port Facilities Security) code and the contractor shall have to arrange for further security of their stock etc. if considered necessary and related coverage at his cost in terms of ISPS code. Contractor shall have to arrange for security for their equipment /office /stores etc at their own cost and responsibility.

**2.43** The contractor shall specify the requirement of space after inspecting the areas of work. Kolkata Port Trust will provide, as may be available, space for office space, stores after inspecting the areas of work. Water and toilet facilities, as available within the site area, will be extended to the contractor’s personnel free of cost. Electricity, if available, will be provided free of cost for carrying out the contractual works.

**2.44** The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per contract and shall not act in any manner as to cause any nuisance or annoyance to KoPT or the participants /visitors at the port. The contractor shall not allow or permit employees to participate in any trade union activities, organisation in and around the premises of KoPT.

**2.45** The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used in the contract.

**2.46** Kolkata Port Trust and the contractor will nominate a number of officers with their contact numbers indicating the chain of command at the field level who will operate within the terms of the contract to ensure minimum interruption, smooth functioning and optimum utilisation of the electrical installations and related electrical distribution system.

**2.47** The contractor shall conform to all the formalities as laid down in the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed under in vogue and subsequent amendments, if any, while executing the contractual works.

**2.48** Immediately after completion of the contractual period, the contractor shall vacate the office and working space at allotted to them. However, the contractor will take away the materials/spares not owed by Kolkata Port Trust.

**2.49 Permission from Statutory Bodies:** The contractor shall make arrangement for obtaining permission and relevant clearance from the statutory bodies wherever required such as Municipal Corporation , Electricity Authorities etc. etc . on payment of necessary charges etc.

**2.50** Security Deposit will be guided by clause 3.4, 3.5 &3.6 of the General Conditions of Contract, forms & Agreement of the tender document.

**2.51** Dock Safety Regulations in vogue shall be applicable for the work. All dock safety regulations in vogue and as amended from time o time shall have to be satisfied.

**2.52** All equipment covered under this tender must be available from indigenous sources and the tenderer shall confirm that all spares will be available freely at least for a period of 5 years from the date of commissioning. No foreign will be made available.

**2.53** The tenderer shall submit Manufacturer Test Certificates for all the bought out items envisaged in the equipment.



**2.54** The contract labour involved in the works entrusted are to be paid the Minimum Wages by the contractor as per the Central government/Government of West Bengal (whichever is higher ) and the rates as revised from time to time. The contractor shall have to pay to his employees the escalated/deescalated minimum wages after revision in the same (higher of the rates of Central Government and that of Government of West Bengal). Further the contractor shall have to submit documentary evidence in support of the payments made to the labour engaged in the work along with the subsequent running account bill. Kolkata Port Trust will reimburse the proportionate escalated/deescalated minimum wages to the contractor keeping aside other components like profit, overhead charges etc. Such escalation is applicable only for Part-I of BOQ and not for Part-II & Part-III of BOQ.

**2.55** The contractor shall have to remit contributions (both employer account and employee account) regarding Provident Fund (PF) and Employees State Insurance (ESI) to the respective authorities . The contractor shall have to submit documentary evidence in support of remittance of the contributions (both employer account and employee account) regarding Provident Fund (PF) and Employees State Insurance (ESI) during subsequent running account bill failing which the bill will not be processed.

**2.56** The contractor shall comply with the provisions of all the acts, laws, any regulation or byelaw of any local or other statutory authority applicable in relation to the execution of the subject works, such as but not limited to ,

- a) Minimum Wages Act, 1948(amended)
- b) Employees Liability Act, 1938
- c) Industrial Disputes Act, 1938 and 1940
- d) The Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendments and modifications thereof, any other laws relating thereto and rules made there under from time to time.
- e) Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976.
- f) 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 shall be payable to him on this account.
- g) MP&EPF Act, 1952 as amended from time to time.

**The aforesaid regulations shall be deemed to be a part of this contract any breach thereof shall be deemed to be a breach of contract.**

**2.57** The contractor shall at all times during the continuance of agreement, obey and observe all directions and instructions given by the Engineer or his authorised officials.

**2.58** The responsibility in respect of antecedents/credentials of the persons engaged by the contractor rests with the contractor.

**2.59** If contractor's personnel are found to be indulging in any undesirable or unfair activities in KoPT premises , the contractor will solely be responsible for all the consequences apart from the liberty of KoPT office to lodge complaints before appropriate authorities.

**2.60** Operation and maintenance of all electrical installations shall be in accordance with Manufacturer's specifications, Instruction Manuals, IE Rules and other relevant rules.

**2.61** Kolkata Port Trust is not in a position to extend telephone facility to the contractor. The contractor personnel shall have to maintain a mobile phone at site. The cost of instrument/handset /rental/call charges shall have to borne by the contractor.

**2.62** All excisable goods for which supply rate has to be quoted, the contractor shall buy such items from the manufacturer or first stage dealer or second stage dealer and obtain invoice of such items account Kolkata Port Trust for the subject work. Payment for all such items will be made on production of proper documents. Contractor, however, will be paid for such items at his quoted rate and not on the basis of actual invoice value of the manufacturer or first stage dealer or second stage dealer. Any purchase for supply items from other sources unspecified will not be allowed for payment purpose.

**2.63** Any new electrical installation work like wiring, cabling, power DBs, cable jointing, light fixing etc., if required, are to be done on emergency basis using separate manpower. Payment for such items will be made as per rate quoted under the head Part-III of BOQ on submission of bills after joint measurement.

**2.64 TERMS OF PAYMENT:**

- i) Payment will be made on monthly basis. Bill is to be complete in all respects having proper certification of the work carried out during the billing period.
- ii) Monthly bills raised for the concerned months shall have the detailed break-up of service charges for works under Part-I, charges for works under Part-III and cost of spares/materials consumed for works under Part-I, Part-III as mentioned in Part-II.
- iii) The works under Part –II & Part-III will be carried out as per requirement and instructions of KoPT officials. The quantity may increase or decrease as per requirement, for which payment will be made as per actual. Payment for excess items under Part-II & Part-III will be made on actual consumption basis as per rates of BOQ. The total cost of Part-II and Part-III will be kept unchanged so that the regular maintenance work does not get hampered due to over consumption of any particular item.
- iv) Regarding repair /replacement of any item, old unserviceable materials generated for the concerned month, must be returned to the concerned official/personnel of Executive Engineer (Elect.)-KPD section under prior arrangement failing which the bill for the particular month will not be processed.
- v) All payments to the contractor like bills, refund of Earnest money, Security Deposit etc. will be made through ECS(Electronic Clearing System). For this purpose the following details are to be furnished by the contractor:
  - a) Name of the bank
  - b) Name of the branch with code number
  - c) Bank account number
  - d) Type of account: Savings/Current/Cash credit( Strike out whichever is not applicable)
  - e) IFSC Code/MICR Code
- vi) The account shall have to be with a bank within the ECS Zone prescribed by the RBI. The monthly bills of the contractors will be processed for payment after deduction of all statutory taxes and duties and Security deposit as per clause 3.4, 3.5 &3.6 of the general Conditions of Contract, Forms & agreement. Service Tax as applicable will be paid as per prevailing rates.

**SCOPE OF WORK****E-Tender No.** KoPT/Kolkata Dock System/CME/41/16-17/ET/567

**1a)** The work involves round-the-clock maintenance, operation, repair and servicing of all outdoor electrical installations /points including electrical distribution system at KP Dock-I of Kolkata Dock System of Kolkata Port Trust to endure minimum interruption, smooth functioning of all outdoor illumination points/installations. It includes continuous attending against verbal /written complaints made by occupants/staff/officials with the works related to maintenance of Lt Panels, DBs, Sub-DBs, Pillar Boxes, armoured/unarmoured cables laid underground/on surface, circuit wiring, earthing etc as required.

**1b)** The work also include visual preventive check-up and routine maintenance of power line, fuses, MCCBs, MCBs, switches / sockets, earth continuity conductor, cleaning these installation, checking for any abnormality and rectification. It also includes fixing, connection and commissioning of ICDP/ICTP switches/ light switches/ MCBs/ MCCBs of various capacities as directed.

**1c)** The scope includes day to day switching on & off tower/ street/pole/flood/jetty lights/Yard lights, repairing, rectifying and commissioning of tower light fittings, street light fittings, flood light fittings, Luminaires ( 70W /150 W/250 W/ 400 W HPSV lamps, 200W/100W GLS Lamps) duly replacing the required spares like igniters, ballasts, Timers, Condensers etc. including cleaning the reflector, acrylic cover, replacement of gasket etc., as & when required & actual fault identification and complete rectification and re-commissioning of the same. It also includes operation and maintenance of Winch Assembly, carriage assembly, motor & Pulley, periodical maintenance & lubrication of steel wire rope assembly and power supply arrangement of high mast tower. The maintenance contract covers the entire KPD-I area including KPD-I East, KPD-I West, No.8 Workshop, KPD Lock & Dry Dock area, M.M.Deptt, Port Security Office, 51,CGR Road, Port Fire Office, E & PS office, Mooring Master office etc.

Tentative description of existing outdoor installation/fittings/ lamps is furnished below.

Item No.	Description	Quantity
1	<b>KPD-I East area:</b> 5 nos. lighting tower (400 W SON-T lamp fitting 60 nos) 400W SONT-T lamp fitting for yards/gates (22 nos). 250W SON-T lamp fittings for shed, jetty/boundary (35 nos). 6 nos light posts (250W SON-T lamp fittings-6nos). 150 W SON-T lamp fittings for shed platform (8nos). 200/100 W GLS lamps fittings for shed platform (24nos). Total fittings=155 nos.	400 W SON-T lamps=142 nos. 250 W SON-T lamps=41 nos. 150 W son-T lamps=8 nos. 200/100w GLS lamps=24 nos. Total =215 nos
2	<b>KPD West area:</b> 7 nos. lighting towers(400 W SON-T lamp fittings-84 nos) 400 W SON-T lamps fittings for yard/shed platform etc.(17 nos.). 250W SON-T lamps fittings for yard/jetty/ shed platforms/gates (48 nos). 4 nos.; Lights posts (250w SON-T lamp fittings 4 nos.). 200/100 W GLS lamp fittings for shed platforms (23 nos). Total fittings=176 nos.	400W SON-T lamps: 185 nos. 250 W SON-T lamps: 52 nos. 200/100 w GLS lamps:-23 nos. Total=260 nos.

3	<b>No.8 Workshop area:</b> 2 nos. lighting towers (400W SON-T lamp fittings 24 nos).  400 w SON-T lamps fittings for yard/Kolkata Memorial (14 nos). 250 w SON-T lamps fittings for yard/gate/workshop/swing bridge/road lights(25 nos.). 70 w HPSV lamp fittings of Kolkata Memorial (15 nos.). Total fittings=78 nos.	
4	<b>KPD Lock &amp; Dry Dock area:</b> 6 nos. lighting towers (400w SON-T lamp fittings 72 nos). 400 w SON-T lamp fittings (3 nos.). 250 w SON-T lamp fittings yard/gate (10 nos). 8 nos. Street light posts (250w SON-T lamp fittings 8 nos.) 200/100 GLS lamp fittings for Yard (1 no.). Total fittings=94 nos.	400 w SON-T lamps-150 nos 250 w SON-T Lamps-18 nos. 200/100W GLS lamps-1 no. Total=169 nos
5	<b>M.M.Deptt. area:</b> 1 no. lighting tower (400 W SON-T lamp fittings 12 nos.). 400w SON-T lamp for flood light fittings (8 nos). 6 nos. Street light (250 W SON-T lamp fittings 6 nos.). 32 nos. street light (150 W SON-T lamp fittings 32 nos). Total fittings=58 nos.	400W SONT-T lamps-32nos. 250w SON-T Lamps-6 nos. 150 W SON-t Lamps-32 nos. Total=70 nos.
6	<b>Port Security Office:</b> 250 W SON-T Yard light fittings-10 nos.	250w SON-T lamps-10 nos. Total=10 nos.
7	<b>51,CGR Road:</b>	250w SON-T lamps-8 nos 150W SON-T lamps-9 nos Total =17 lamps
8	<b>Port Fire Office</b>	400W SON-T lamps-3 nos. 250 W SON-T lamps-2 nos. Total= 5 lamps
9	<b>E&amp;PS Office</b>	150W SON-T lamps-6 nos
10	<b>Mooring Master Office</b>	400 W SON-T lamps-1 nos 150 W SON-T lamps-16 nos Total= 17 lamps

The contractor has to ensure that all outdoor lights, tower lights and the street pole lamps remain in full working condition during night time.

**MANPOWER:** The contractor has to deploy necessary manpower which shall comprise one supervisor having Electrical Supervisory certificate of competency issued by Directorate of Electricity, Govt. of West Bengal/other state Govts for manning the General Shift, two number of highly skilled electricians (preferably ITI) having workman certificate and two nos. of semi skilled personnel for morning & evening shift on all days and one highly skilled electrician (preferably ITI) having workman certificate with two number semi skilled personnel for night shift on all days. Statutory Weekly Roster Off day is to be provided to Electricians and Helpers. However, required number of relievers are to be provided to compensate any absence due to leave/sick etc., At no stage, short fall of staff will be accepted.

Name of the shift	Duration
First	06.00 hrs to 14.00 hrs
Second	14.00 hrs to 22.00 hrs
Third	22.00 hrs to 06.00 hrs
General	08.00 hrs to 16.00 hrs

The contractor may follow the timings of port operational shifts or can maintain their own timings but the same must cover the whole day round the clock. The contractor must intimate to the KoPT officials in writing the timings of three shifts or amendments thereof followed by his workmen. The deployed man power should be capable to cater to any requirement in all three operational shifts round the clock on all days of the week irrespective of holidays etc. **The deployment of man power shall have to be increased depending upon the prevailing emergency situation with out claiming any extra cost.** Daily report on operation of Electrical installation specially the no. of lamps glowing in street/pole/tower/Yards/Gates as per area wise shall be submitted by 11.00 A.M next day to EE (Electrical), KPD in a specified format.

The contractor shall have to follow the schedules of maintenance as will be framed jointly by Engineers of the KoPT and contractor.

The contractor shall have to maintain a site store with necessary stock/materials with a view to timely attending the fault in any electrical installations so that down time of the concerned portion of the electrical distribution system can be kept to the minimum and Ledger book relating day to day stock position for auditing purpose.

In case of breakdown leading to interruption of power supply within the jurisdiction of work, immediate action shall be taken from contractor's end and stop gap or temporary arrangements for resumption of power and functioning of the system is to be made as early as practicable. A qualified supervisor shall be present at the work spot. This arrangement will however be allowed only for a week within which period, the original installation/system has to be restored & re-commissioned.

During the course of execution of the maintenance contract, in the event of necessity of any addition /alteration or additional work beyond the scope of work, the same shall have to be carried out by the contractor as per agreed terms & conditions.

All Dock Safety Regulations in vogue and as amended from time to time shall be applicable to the contractual work.

The contractor shall keep and maintain the records of day to day maintenance activities i.e, materials consumption, work carried out, attendance of workmen and submit the same to Executive Engineer (Electrical), KPD.

The contractor shall record the receipt / return of various materials in a Register.

The contractor shall return old/unused/ replaced/scrap materials to the KoPT Officials for the purpose of accounting.

**Penalties:**

a) Non availability of minimum strength of man power shall attract a penalty as per the table furnished below.

Sl. No.	Level of workmen	Penalty /man/shift
1	Supervisor	Rs. 1000.00
2	Skilled Electrician	1.25 times the prevailing minimum wages rate of Central Govt. /State Govt. whichever is higher.
3	Unskilled Labour	1.25 times the prevailing minimum wages rate of Central Govt. /State Govt. whichever is higher.

b) For non-functioning of Tower, Pole, Yard and street light luminaries shall attract a penalty of Rs 125 per luminaries per day beyond three days from the date of lodging complaint by KoPT official.

The tenderer has to maintain a log book for daily work in each shift and an attendance register and have to get it countersigned by the KoPT officials. Any extra work required to be done during contract which are not covered by Part-II BOQ, has to be executed by the contractor as per the prevailing PWD Schedule of Rates if the same is available or on the basis of cost analysis.

### **TOOLS, TACKLES and CONSUMABLES**

i) Required tools and tackles proposed to be used for execution of work mentioned in the tender including safety accessories are to be provided by the firm at his cost.

ii) The Contractor shall make available the various tools and tackles that are required for operation and maintenance of the system/equipment. The following are the minimum tools and tackles that are required to be made available at site all the time.

#### **Tools:**

- a) Aluminium /Wooden Ladder, Self-Supporting
- b) Tool Kit consisting of Screw Driver Set, Nose Plier, Cutting Plier Test lamp, Tester, Screw Driver, Adjustable Spanner
- c) Hacksaw, Frames
- d) Hammer, Chisel, Pipe Wrench
- e) Digital clamp-on Multimeter
- f) Megger
- g) Crimping tools
- h) Portable Welding M/c
- i) Tarpaulin Tent Set
- j) Electrical Portable Drilling Machine (including Bits)
- k) Set of Spanners (Ring and Open)
- l) Crow bar and Axe
- m) Double end spanner, Box spanner
- n) Emergency Light

**Consumables:** Consumables like PVC insulation tapes, empire tapes, wire brushes, test lamps, jute etc., as per the requirement is under the contractor's scope.

**Provision of Safety gears:** The Contractor shall at his own cost, provide safety gears, i.e., Helmet, insulating Gloves for Electrical Works, cotton gloves, safety shoes, rainy wears, to his staff. The Contractor shall provide first aid box for his staff as per the direction of Engineer-in-charge.

The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation, 2010 with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and also Code of practice for fire safety of buildings (general): Electrical Installations, IS:1646: 1997 and code of practice for earthing IS 3043:1987

## **TECHNICAL SPECIFICATIONS**

### **Cables:**

**Item Details:** - Following sizes of XLPE insulated, armoured, overall PVC sheathed PVC sheathed armoured Al. conductor cable of 1100 volts grade conforming to IS: 7098(Part – I) / 1988 with latest amendment, are included under the scope of this tender.

- a) 4 C x 16 mm<sup>2</sup> XLPE insulated PVC sheathed armoured Aluminium cable.
- b) 4 C x 10 mm<sup>2</sup> XLPE insulated PVC sheathed armoured Aluminium cable
- c) 4 C x 6 sq. mm XLPE insulated PVC sheathed armoured Aluminium cable.
- d) 2 C x 4 sq. mm XLPE insulated PVC sheathed armoured Aluminium cable

### **Laying:**

**Laying Underground:** Cable shall be laid generally in accordance with I S: 1255-1983. The average depth of trench for laying cable shall be as below:

- i) Directly on ground: 0.75 m
- ii) At road crossing: 1.00 m

The trenches shall be excavated in reasonably straight line, and where there is a change in direction suitable curvature shall be provided with 12D radius where D is the diameter of the cable. Where gradients and changes in depth are unavoidable, this shall be gradual, except where otherwise directed by the Engineer. The cable shall be laid on a cushion of sand, protected with bricks placed on both sides (along the length of the cable) and top (across the length of the cable). After laying of the cable the duct shall have to be filled up by sand. Where cables run in parallel, separate ducts as stated shall have to be provided. G.I. pipe shall have to be used where cable pass through walls, roads, drains, culverts, railway line etc. GI pipe also shall be used if depth of cable trench is less than 750mm and further excavation is not possible due to obstruction of existing material, which will be paid in actual. For one run of cable one GI pipe is to be considered. In other word two or more run of cable will not pass through one pipe. The cable trench shall be filled back with riddled soil obtained from excavation. This shall be done in layer and compacted. Cable route marker shall have to be provided at a maximum distance of 50m.

**Laying on wall or structure:** Where cable shall be laid on wall or structure, the cable shall be laid by using MS Clamp of adequate strength and size. The maximum distance between clamps shall not be more than 400mm. The cable shall run as straight as possible. There shall be GI pipe protection of 1 meter from each floor level during vertical run. When the cable shall pass through wall/floor etc pipe protection shall have to be given. Wherever cable shall be required to be laid inside the building, the cable shall be laid on perforated GI Tray of adequate size and mechanical strength. The tray shall be rigidly fixed on wall in a proper manner at suitable height using MS angle. The cable shall be fixed on tray using MS clamp of proper size and thickness at a distance should not be more than 300mm. In case cable pass from one building to another building; GI protection pipe of adequate size is to be provided with proper fixing. Neatness must be maintained.

**Laying as catenary:** The cable will be laid in catenary using 4 SWG GI stay wire and suitable insulator. Care must be taken to avoid unnecessary sag. Termination of cable shall have to be made by using suitable compression cable gland and sockets by crimping to the size of the cable.

**MCB:** MCBs of 6-32A, 240V, SP,C- type and 63A, 415 V, TPN ,C-type with a short circuit breaking capacity of 10 kA conforming to IS 8828 of approved make is to be provided on demand . It should have precise hammer action with auxiliary switch and shunt trip accessories. The switching mechanism must be independent, manual and trip free. It must have at least 15 plate arc chute for effective arc quenching. It should be of low power consumption, cost effective and energy saving.

**MCCBS:** MCCBs of 63A & 100 A, 415 V, TPN with a short circuit breaking capacity of 25 kA with fixed thermal and magnetic setting conforming to IS: 13947-II of approved make is to be provided. The following features will be built in.

- True RMS sensing-accurate and close protection.
- High repeat-accuracy reliable protection.
- Time delay on overload and short-circuit faults – suitable for discrimination.
- Built-in adjustable overload/short circuit sensing.
- User-friendly multiple flexibility and versatility.

**List of Specified makes:**

Sl. No.	Item	Make
1	HPSV Lamps, Metal halide Lamps, Halogen lamp fittings and accessories	Philips/ Bajaj/ Havells/Crompton/any other reputed make
2	Switchgears	Havells/ Crompton/ Siemens/L&T/any other reputed make
3	MCCBs / MCBs	L&T/ Havells/ Legrand/ Siemens
4	Cables	Havells/Crystal/ Gloster/ Nicco/Universal/ Polycab
5	Contactor	L&T/other reputed make
6	Timer	L&T/other reputed make.
7	Copper wire	KDK/Finolex/Havells/National/Polycab
8	ICDP/ICTP switch	Standard / Havells/ Crompton/any other reputed make
9	Stainless steel wire rope	Bharat/Usha Martin/any other reputed make

**N.B:** Any other reputed make of any particular item will only be considered if none of the specified make for that particular item is available in the market for some reason or the other supported by confirmation from the respective manufacturer which is to be acceptable to competent authority.

**Inspection:** opt shall have full liberty from time to time and at all times to inspect examine and test the materials, work and workmanship and shall at any and every such time, reject any or all of the materials of workmanship, which may seem to them defective or unfit or improper for the purpose to which they are applied or intended to be applied to or not in accordance with the description mentioned in or intended by the specification of the Contractor.



**BIDDERS ARE REQUESTED NOT TO QUOTE HERE.  
THE PRICE PART TO BE QUOTED ONLINE ONLY.**

**ANNEXURE - E**

**UN-PRICED BILL OF QUANTITY (BOQ)**

**E-Tender No.** KoPT/Kolkata Dock System/CME/41/16-17/ET/567

**Work:** Round the clock maintenance of the entire outdoor illumination with electrical distribution system of KP Dock-I(KPD-I) for a period of 2 years.

**Part-I: Labour Charge for maintenance**

<b>Item no.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Amount (Rs.)</b>
1	Round the clock maintenance, operation, repair & servicing of outdoor illumination of KP Dock-I which includes all tower lights, yard lights, street lights, lights situated outside the various sheds/buildings, gate lights, pole lights , angle fitting lights etc lying under the jurisdiction of EE(Electrical)-KPD to ensure minimum interruption, smooth functioning of lights and luminaries. It includes continuous attending against verbal/written complaint made by EE(Electrical) KPD or his representative with the works related to maintenance of the lights, light fittings, and any other outgoing switches/MCBs/MCCBs timer units and feeding cables at switch room/pillar boxes and other related switches for tower lights, yard light at sheds, building ,gates etc. for maintenance of the above illumination. The scope also include day to day switching on & off street, pole, tower, high mast lights, repairing, rectifying, re-fixing and commissioning of light fittings, outside shed luminaries comprising 150 w/ 250W/400 w HPSV lamps, duly replacing the required spares, such as lamps, ignitors, condensers, ballasts etc. including cleaning the reflector, acrylic cover, replacement of gasket etc., as required and fixing, connection and commissioning of ICDP/ICTP switches/ MCBs/ MCCBs of various capacities as and when required & actual fault identification & complete rectification and re commissioning of the same	24	Month	No price to be quoted here	No price to be quoted here
	Total labour charges			No price to be quoted here	No price to be quoted here

**Part –II: Cost of Spares / Materials**

Item No.	Description	Qty	Unit	Unit Rate (In Rs.)	Amount (In Rs.)
1	150W SON T Lamp	30	No.		No price to be quoted here
2	250W SON T Lamp	50	No.		
3	400W SON T Lamp	250	Nos.		
4	70W SON T lamp	35	Nos.		
5	Ballast for 150W SON lamp	25	Nos.		
6	Ballast for 250 W SON lamp	80	Nos.		
7	Ballast for 400 W SON lamp	120	Nos.		
8	Ballast for 70 W SON lamp	20	Nos.		
9	Ignitor for 150W, 250W ,400 W & 70W SON lamp	300	Nos.		
10	Goliath Holder	120	Nos.		
11	200 W GLS lamp	120	Nos.		
12	100 W GLS lamp	150	Nos.		
13	42 mfd condenser	300	Nos.		
14	33 mfd condenser	50	Nos.		
15	63 A TP MCB	4	Nos.		
16	32A TP MCB	20	Nos.		
17	Timer Unit	15	Nos.		
18	63 A Contactor for timer	6	Nos.		
19	40 A Contactor for timer	10	Nos.		
20	63 A TPN Main switch fuse unit	4	Nos.		
21	32 A TPN Main switch fuse unit	10	Nos.		
22	32 A DP Main switch fuse unit	8	Nos.		
23	Single Core 2.5 sq mm PVC insulated FR Copper wire of 1.1 KV grade	360	Meter		
24	5 core 4 sq mm PVC insulated stranded copper conductor	30	Meter		
25	2 core 1.5sqmm PVC round sheathed FR flexible Copper cable	200	Meter		
26	6 mm dia 7/19 inch stainless steel wire rope	30	Meter		
27	Aluminium Ferrule of 10sqmm, 16sqmm, 25sqmm & 35 sqmm	32	No.		
28	5/8" Brass Holder	40	Nos.		
29	Supply & delivery of 4C, 16 sq mm of XLPE cable	200	Meters		
30	Supply & delivery of 2C, 4 sq mm of XLPE/PVC cable	300	Meters		
31	Straight though Jointing kit for 4C , 16 sq mm, XLPE cable	4	Nos.		
32	Straight though Jointing kit for 4C , 25 sq mm XLPE cable	4	Nos.		
33	Straight though Jointing kit for 3.5C , 35 sq mm XLPE cable	4	Nos.		
34	Straight though Jointing kit for 3.5C , 50 sq mm, XLPE cable	4	Nos.		
35	Supply & delivery of 1 X 70 W HPSV Well Glass Fitting (Integrated type)	10	Nos.		
36	Supply & Delivery of MS Joint Box (6" X 4")	10	Nos.		
	Total cost				

**N.B:-** The spares under Part-II of BOQ is to be provided as per requirement and instructions of KoPT officials. The quantity above may increase or decrease as per requirement, for which payment will be made as per actual.

**Part-III: Installation & other charges:**

Item No.	Description	Annual requirement	Unit	Unit Rate (in Rs.)	Amount (In Rs.)
1	Laying of 2C, 4 sq mm XLPE cable on wall surface	300	Meter		No price to be quoted here
2	Laying of 4C, 10sq mm XLPE cable on wall surface	150	Meter		
3	Laying of 4C, 16sq mm XLPE cable on wall surface	200	Meter		
4	Laying of 4C, 16sq mm XLPE cable in underground trench	150	Meter		
5	Laying of 4C, 25 sq mm XLPE cable in underground trench	120	Meter		
6	Laying of 4C, 25 sq mm XLPE cable by cutting hard standing/metallic road	40	Meter		
7	Laying of 3.5C, 35 sq mm XLPE cable in underground trench	120	Meter		
8	Laying of 3.5C, 35 sq mm XLPE cable by cutting hard standing/metallic road	40	Meter		
9	Laying of 3.5C, 50sq mm XLPE cable in underground trench	120	Meter		
10	Laying of 3.5C, 50 sq mm XLPE cable by cutting hard standing/metallic road	40	Meter		
11	Termination of 4C, 10 sq mm XLPE armoured 1.1kv Alu. Cond cable	8	Set		
12	Termination of 4C, 16 sqmm XLPE armoured 1.1 kv Al Conductor cable	16	Set		
13	Termination of 4C, 25 sqmm XLPE armoured 1.1kv Al conductor cable	8	Set		
14	Termination of 3.5C, 35 sqmm XLPE armoured 1.1kv Al conductor cable	8	Set		
15	Termination of 3.5C, 50sqmm XLPE armoured 1.1 kv Al conductor cable	8	Nos.		
16	Termination of 2C, 4sqmm XLPE armoured 1.1kv Al Conductor cable	20	Nos.		
17	Straight through Jointing of 4C, 16sqmm of XLPE armoured , 1.1 kv Al conductor cable	4	Nos.		
18	Straight through Jointing of 4C, 25 sqmm of XLPE armoured , 1.1 kv Al conductor cable	4	Nos.		
19	Straight through Jointing of 3.5C, 35 sqmm of XLPE armoured , 1.1 kv Al conductor cable	4	Nos.		
20	Straight through Jointing of 3.5C, 50 sqmm of XLPE armoured , 1.1 kv Al conductor cable	4	Nos.		
21	Straight through Jointing of 3.5C, 150 sqmm of XLPE armoured 1.1 kv Al conductor cable	2	Nos.		
22	Fixing of 63 A TPN Main switch	4	Nos.		
23	Fixing of 32 A TPN Main switch	10	Nos.		
24	Fixing of 32 A DP Main switch	8	Nos.		
25	Fixing of MCB	24	Nos.		
26	Laying of 5 core 4 sq mm copper cable	30	Meter		
27	Laying of 6 mm dia 7/19 stainless steel wire rope	30	Meter		
28	Installation of 1 X 70 W HPSV Well Glass Fitting (Integrated Type)	10	Nos.		
29	Fixing of MS Joint Box	10	Nos.		
	Total cost				

**N.B:** The above work of Part-III will be carried out as per requirement and instructions of KoPT officials. The quantity above may increase or decrease as per requirement, for which payment will be made as per actual.

**Sum Total of (Part- I + Part- II + Part- III)**

Item	Amount (In RS.)
<b>Part-I : Labour Charge for maintenance</b>	
<b>Part-II : Cost of Spares/Materials</b>	
<b>Part-III: Installation &amp; other Charges</b>	
<b>Grand Total :(Part- I +Part- II +Part- III)</b>	Price not to be quoted here

**Note:** The above price is inclusive of all taxes and duties except service tax, which will be paid extra, if applicable, as per actuals. 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. The service provider is liable to recover Service Tax as applicable. Calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of Tender will be made on the basis of such total arrived amount of sum total of Part -I, Part -II & Part -III.

(Office Rubber Stamp of the Tenderer Firm)

Signature of the Tenderer

Dated, the

Signature of the Witness

**Profile of Tenderer / FORM –D****E-Tender No.** KoPT/Kolkata Dock System/CME/41/16-17/ET/567

This is to confirm that we agree to abide by all the terms and conditions of this NIT No. **KoPT/ KDS/ Mech/SE-I/ADV/421 Dated: 16.02.2017**, those mentioned in the “General Conditions of Contract” enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any. We also agree to extend the maintenance support of the system beyond AMC period of 1 year for another 5 years on basis of renewal of fresh Annual Comprehensive maintenance contract.

Our relevant particulars are furnished hereunder:

Particulars	To be filled in by the Tenderer or to be mentioned as “none ”
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

**E-Tender No.** KoPT/Kolkata Dock System/CME/41/16-17/ET/567

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,  
SCANNED AND UPLOADED]**

## **Covering Letter**

Ref. No.....

Date

The Chief Mechanical Engineer,  
Kolkata Port Trust,  
Mechanical and Electrical Engineering Department,  
8, Garden Reach Road,  
Kolkata – 700 043

Dear Sir,

1. We, .....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for ..... ( NIT No. KoPT/KDS/Mech/SE-II/ADV/..... dated. ....) and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, .....(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind.

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of the tenderer.....

**KOLKATA PORT TRUST**  
**SCHEDULE – “O”**

Tenderers must fill in the undernoted column :

Sl.No	Full particulars of similar works carried out by Tenderer	Value of work	Contract for completion time	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Name and Addresses to whom reference can be made



**SCHEDULE – “O”**

**Sheet – 2**

The Tenderers are also requested to furnish the following particulars :

**A. In case of a Limited Company:**

1. Name of the 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 desired to be stated :
5. Name, address and other necessary particulars of Managing Agents, if any, appointed by the Company :
6. Copies of Memorandum and Articles of Association(with the latest amendments, if any) :
7. Copies of audited Balance Sheets of the Company for the last three years :

**SCHEDULE – “O”**

**SHEET – 3**

**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 :

**SCHEDULE – “O”**

**SHEET – 4**

**C. In case of an Individual :**

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

DATED, the.....

Signature of Tenderer
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## **KOLKATA PORT TRUST**



**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**  
**8, Garden Reach Road, Kolkata – 700 043.**

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### **GENERAL CONDITIONS OF CONTRACT**

### **FORMS AND AGREEMENTS**

**SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92**  
**OF**  
**THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

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## 1. DEFINITIONS

- 1.0. In the contract, as here-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 any 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, braking-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 thereupon confirm, reverse or vary such decision.
  - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in 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.

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

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20, 000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Ts. 10,000/- and minimum of Rs. 1,000/-

(b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.

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

(e)	Class of Registration	Amount of Fixed Security	Financial limit of each tender
	A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
	B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
	C	Rs. 2,500/-	Any tender priced up to Rs.50,000/-

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

(ii) 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 of the option of the Trustees.

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

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed

the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent )	1% ( One percent )
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on the balance	1% on first Rs.10,00,000/-+1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

### 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.

## 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:
  - i. The Indian Contract Act, 1872.
  - ii. The Major Port Trust, Act, 1963.
  - iii. The Workmen's Compensation Act, 1923.
  - iv. The Minimum Wages Act, 1948.
  - v. The Contract Labour (Regulation & Abolition) Act, 1970.
  - vi. The Dock Workers' Act, 1948.
  - vii. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).



- 4.2. After acceptance of his Tender / Offer and when called 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 him 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 all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
  - (e) Making arrangements in or around the site, as per the requirements of 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 o 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 then "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 effect 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 ¼% extra over the higher one of the followings—
- i. The issue rate of the materials at the Trustees' Stores, and
  - ii. The market price of the material on the date of issue as would be determined by the Engineer.

- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer.

The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose of 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

- i. Otherwise provide for in the contract, or
- ii. Necessary by reason of some default on the part of the Contractor, or
- iii. Necessary by reason of climatic conditions on the site, or
- iv. 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 other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part 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 Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—
  - i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
  - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
  - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
  - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - v. In the event of 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 favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised 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 thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No.8.3hereof) 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 into composition with his creditors or being a company goes into 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 taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees 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 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 8.3 to 8.3.7 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 8.5(b) and 8.5(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 .....**

(Repeat in words).....  
.....

\*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 the Trustees' Financial Advisor & Chief Accounts Officer / Manager (Finance), Haldia Dock Complex vide Receipt No ..... of ..... 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

Witness:

(Seal of the Tenderer)

Signature .....

Name of the Tenderer .....

Name .....

(In Block Letters)

(In Block Letters)

Address .....

Dated .....

.....

Address .....

Occupation .....

.....

## THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

### FORM OF AGREEMENT

THIS AGREEMENT made this .....day 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 covenant 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 TURST

<b>FORM G.C.1</b>
-------------------

Contract .....

Address .....

.....

Date of Completion .....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....

Estimate Number E.E.O .....dt .....

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

Work Order Number .....

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 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 .....

of the ..... day of ..... 20 .....

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

Name.....

Designation.....

Office Seal

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

## 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. No .....dt .....

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

<b>FORM G.C.3</b>
-------------------

(‘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 No .....dt.....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, 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 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 ..... dated.....(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 is 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 of .....day of .....19.....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 fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata...../Haldia.

5. We ..... Branch, Kolkata ...../Haldia, 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)**

## **ADDENDUM**

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

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

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**DOCUMENTS TO BE UPLOADED**  
**Scanned copy of the following documents to be uploaded:**

1	Self Attested VAT registration certificate.
2	Self Attested Valid Trade Licence.
3	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
4	Self Attested Proof of possession of valid Employees' Provident Fund (EPF) Account.
5	Proof of being registered with Employees' State Insurance Corporation (ESIC)
6	Self Attested PAN Card.
7	Copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years <b>(i.e. 2013 – 2014 , 2014 – 2015, 2015-16).</b>
8	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
9	EMD & Cost of Tender documents/NSIC Registration certificate.
10	Service Tax Registration Certificate
11	Duly signed full Techno Commercial Part and unquoted Price Bid and the G.C.C. duly signed and stamped at each page.
12	Form of Tender, duly filled up and signed.
13	Declaration from the tenderer in the form of a Cover Letter (Annexe F) with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi –government agencies or PSUs in India as per enclosed Proforma.
14	Profile of Tenderer (Form-D)
15	Self Attested Valid Electrical Contractor Licence.