



**KOLKATA PORT TRUST**  
**Hydraulic Study Department**  
**20, Garden Reach Road**  
**Kolkata – 700 043**

**Website:** [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

**Tel:** 2439-6880

**Fax:** 2409-3036

**Name of Work: “2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.”**

**NIT No. Hyd/12004.VI/631 Date: 26/06/2018**

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from eligible domestic Contractors with sound financial capacity and proven track records in the field as per Prequalification Criteria stipulated in Tender Document for the above work. Bid Document may be seen from CPP Portal of Govt. of India and website of Kolkata Port Trust. Clarifications, Corrigendum, Addendum, if any, shall be hoisted on the above mentioned websites only.

Bidders will have to participate in bidding process through NIC's CPP Portal for e-procurement ([www.eprocure.gov.in](http://www.eprocure.gov.in)) only. The last date of submission of online bids is 19-07-2018. For further details please visit CPP Portal of NIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)).

T. Mondal  
Dy. Director  
for Chief Hydraulic Engineer

**NOTICE INVITING E-TENDER (NIT)**

Online electronics bids (e-tenders) under two cover systems are invited on behalf of Kolkata Port Trust.

“2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.”

NIT No.. Hyd/12004.VI/631 Date: 26/06/2018

Tender document can be viewed and downloaded from Kolkata Port Trust website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and NIC's CPP Portal for e-Procurement-GePNIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)). The bid is to be submitted online only on NIC's CPP Portal for e-Procurement-GePNIC ([www.eprocure.gov.in](http://www.eprocure.gov.in)) up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

**Brief Details & Critical Dates of Tender:****Brief Details of Tender:**

Sl. No.	Item	Description
1	Name of work	“2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.”
2	Mode of tendering	e-procurement system (Open Tender)
3	NIT No.	Hyd/12004.VI/631 Date: 26/06/2018
4	Cost of Bidding Document	<b>Rs.590/-</b> including GST(Non-refundable) (Rupees Five Hundred Ninety only) in the form of Demand Draft/ Bankers Cheque in favour of “Kolkata Port Trust” payable at Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA0002270
5	Estimated Cost	<b>Rs. 3,84,553/- excluding GST</b>
6	EMD (Bid Security)	<b>Rs.7,691/-</b> (Rupees Seven Thousand Six Hundred Ninety One only) in the form of Demand Draft/ Bankers Cheque in favour of “Kolkata Port Trust” payable at Indian

		Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA0002270
7	Completion Period/ Schedule	2 years.
8	Required validity of Bid	At least 120 days from the last date of online submission of Bids.
9	Tender Inviting Authority	<b>The Chief Hydraulic Engineer,</b> Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700043

**Critical Dates of Tender:**

Sl. No.	Particulars	Date & Time
1	Publish Date and Time	26-06-2018 (at 17-00 hours)
2	Sale/ Document Download Start Date & Time	26-06-2018 (from 17-00 hours)
3	Sale/ Document Download End Date & Time	19 -07-2018 (upto 14-00 hours)
4	Online Bid Submission Start Date & Time	26-06-2018 (from 17-30 hours)
5	Online Bid Submission End Date & Time	19-07-2018 (upto 14-00 hours)
6	Last Date of submission of Cost of Bidding document, EMD and other offline supporting documents at : O/o the Chief Hydraulic Engineer Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700043	19-07-2018 (upto 13-00 hours)
7	Offline Pre-Bid Meeting date and time	04-07-2018 (from 14-00 to 16-00 hours)
8	Bid Opening Date & Time  i) Technical Bid along with offline documents  ii) Price Bid	20-07-2018 (at 15-30 hours)  To be intimated separately.

**NOTICE INVITING ONLINE TENDER****FOR “2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.”**

- 1.1 Online tenders through NIC’s CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust from GST registered domestic Contractors for executing the work of “2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.” under two cover system. The estimated cost put to tender is **Rs.3,84,553/- excluding GST.**
- 1.2 The tender document through NIC’s CPP Portal for e-Procurement (GePNIC) is open from 26.06.2018 to 19.07.2018 and can be downloaded from the official website of KoPT and through NIC’s CPP Portal for e-Procurement (GePNIC).
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & Commercial offer documents and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document can be downloaded from Kolkata Port Trust website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and NIC’s CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC’s CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC’s CPP Portal for e-Procurement (GePNIC). The DD instruments for EMD and cost of bidding document in original shall be forwarded to O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD), Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043, by 13-00 hours on 19/07/2018. Mere uploading of proof of DD towards EMD and cost of bid documents in the NIC’s CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.
- 1.5 The EMD of **Rs.7,691/-** (Rupees seven thousand six hundred ninety one only) shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through NIC’s CPP Portal for e-Procurement (GePNIC) mode as explained in the tender document.
- 1.5.1 The EMD and cost of bidding documents shall be submitted in the form of Demand Draft /Bankers Cheque in single instrument drawn on any Commercial Banks drawn in favour of ‘Kolkata Port Trust’ payable at Kolkata.

- 1.5.2 The Tenderer who is exempted for payment of EMD and cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
- 1.5.3 **The proof of EMD and cost of bidding document shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the NIC’s CPP Portal for e-Procurement (GePNIC). The original EMD and Cost of Bidding Document / Notarized Copy of Exemption Certificate as mentioned above along with a forwarding letter in a sealed envelope shall be dropped in the earmarked Tender Box kept at the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700043 by 13-00 hours on 19/07/2018. Mere uploading of proof of DD towards EMD and cost of bid documents in the NIC’s CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.**

The tender offer shall have to be submitted by the Tenderer only through NIC’s CPP Portal for e-Procurement (GePNIC) mode as explained in the Tender Document.

- 1.6 The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Instructions to Bidders and bidders are advised to note the minimum qualification criteria specified below:-
- (i) Average annual financial turnover during the last three years ending 31<sup>st</sup> March 2017, should be atleast **30%** of the estimated cost put to tender (i.e., **Rs. 1,15,366**)
  - (ii) Experience of having successfully completed similar works during the last 7 years ending 31<sup>st</sup> March 2017:
    - a) Three similar completed works each costing not less than **40%** of the present Estimated cost ie **Rs.1,53,821/-** (OR)
    - b) Two similar completed works each costing not less than **50%** of the present Estimated cost ie **Rs. 1,92,277/-** (OR)
    - c) One similar completed work costing not less than **80%** of the present Estimated cost ie **Rs. 3,07,642/-**

Documentary proof such as copy of Notarized or self attested work order/agreement and completion certificate for the technical experience, **the successful bidder should produce original documents for verification by the Chief Hydraulic Engineer or his representative at the stage of Evaluation or as and when required before finalizing the tender** and also audited balance sheets, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting eligibility criteria as uploaded under tender document - technical bid link through e-procurement mode. The price bids of those firms who do not meet the eligibility criteria will not be opened

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and to reject any tender without assigning any reason there for.

- 1.9 The bidders' queries will be clarified through e-procurement portal after completion of the scheduled offline pre-bid meeting as mentioned in the Tender Document.
- 1.10 The due date of online submission of offers will be **19.07.2018 at 14-00 hrs**, unless otherwise notified. In the event of changes in the schedules, the Chief Hydraulic Engineer, Kolkata Port Trust notifies the same only through [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and NIC's CPP Portal for e-Procurement (GePNIC).
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

T. Mondal  
Dy. Director  
for Chief Hydraulic Engineer

## **List of Annexures**

Annexure-A	Important instructions for e-tender
Annexure-B	Commercial Terms & Conditions
Annexure-C	Notice Inviting Tender
Annexure-D	Special Condition of Contract
Annexure-E	Undertaking of Tender Document
Annexure-F	Company Details
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Annexure-J	GCC[General Condition of Contract]

**Annexure-A**

TENDER FOR “2(TWO) YEARS ANNUAL MAINTENANCE CONTRACT OF THE OFFICE GARDEN AT HYDRAULIC MODEL CENTRE, SICK LINE, N.S.D AREA, KOLKATA-700043 UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST.”

**IMPORTANT INSTRUCTIONS FOR e-Tender**

A. Bidders to follow the following procedure to submit the bids online through NIC's CPP Portal for e-procurement [GePNIC- Government e-Procurement solution of NIC] only.

1. Bidder may read the tenders published in the KoPT web site and NIC's CPP Portal for e-Procurement (GePNIC) and download the required documents/tender schedules.
2. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
3. If there are any clarifications, this may be clarified after completion of the scheduled off-line pre-bid meeting. Bidder should take into account of the Addendums, corrigendum as published before submitting the bids through NIC's CPP Portal for e-Procurement (GePNIC).
4. Bidder should submit the EMD and Cost of Bidding Document as specified in the tender. The original should be submitted to the specified location as per Tender Document, latest by the date and time of bid submission.
5. The Bidder should reads the terms & conditions and accepts the same to proceed further to submit the bid.
6. The Bidder has to select the payment option as offline to pay the EMD & Cost of Bidding Document.
7. The details of the DD instrument / any other accepted instrument, physically submitted, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

7 (a).

Earnest Money Deposit

**Rs.7,691/-**(Rupees Seven Thousand Six Hundred Ninety One only)

Mode of Payment of EMD

In the form of Demand Draft / Bankers Cheque drawn On any Commercial Bank safeguarding the purchaser's interest in all respects in favour of “Kolkata Port Trust” payable at Kolkata.



As per MSME Act, 2006 (or Erstwhile NSIC Registered parties), parties will be exempted for submission of EMD and cost of bidding document, provided party is registered for the similar nature of works as in the tender. However, KoPT reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD and cost of bidding document.

Bidder of this tender shall upload a scanned copy as proof of EMD and Cost of bidding instruments as mentioned in the Technical Bid of the Tender Document while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The original EMD and Cost of Bidding instruments must be submitted in the Tender Box located to the address of the office of Chief Hydraulic Engineer at 20, Garden Reach Road, Kolkata-700043, by 13-00 hours on 19/07/. Mere uploading proof of EMD & Cost of bidding instrument in the portal and non-submission of the original EMD & Cost of bidding instrument at the address as mentioned above by 13-00 hours on 19/07/2018 will lead to technical disqualification of the bid by the bidder.

7(b).

**Cost of Bidding Document:** **Rs: 590/-** including GST(Non-refundable) (Rupees Five Hundred Ninety only)

**Mode of Payment:** In the form of Demand Draft/ Bankers Cheque in favour of "Kolkata Port Trust" payable at Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA0002270

8. The rates offered details have to be entered separately by the bidder in a spread sheet file (xls format Price bid) in the space allotted and should be filled and uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
9. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content.
10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
11. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.

12. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
13. For any queries related to portal, the bidders are asked to contact by mail / helpline as given in NIC's CPP Portal for e-procurement [GePNIC].
14. Tenderer is required to submit his tender through online in the form of Two Cover System on or before scheduled bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
15. Tender Document can be submitted online only in the designated e-procurement CPP portal of NIC [GePNIC] on or before the due date and time. The time of opening of technical bid is notified in the NIT.
16. Tenderer should submit the tender as per specification of work, drawings(if any) and in accordance with the instructions to bidders, General Conditions of Contract.

**B. COVER – I DETAILS: TECHNICAL BID**

This shall contain the following:-

- I. Self Attested copy of trade license / Company Registration.
- II. Self Attested copy of registration with Labour Department, if applicable.
- III. Self Attested copy of documents as proof that bidder has its own Registered office in West Bengal.
- IV. Self Attested copy of registration certificate with the office of Regional Provident Fund Commissioner (EPF).
- V. Self Attested copy of registration certificate with the Employees State Insurance Corporation (ESIC).
- VI. Self Attested copy of GST Registration Certificate.
- VII. Self Attested copy of PAN/TAN.
- VIII. Self Attested copy of Work Order & Work completion certificate for similar nature of work carried out in Govt/Semi-Govt/Autonomous Bodies/Corporate Organisations/Reputed Private Organizations during the last 7 (seven) years 31/03/2017 and the experience should be either of the following as detailed below:-
  - a) Three similar completed works each costing not less than **40%** of the present Estimated cost ie **Rs.1,53,821/-** (OR)

b) Two similar completed works each costing not less than **50%** of the present Estimated cost ie **Rs. 1,92,277/-** (OR)

c) One similar completed work costing not less than **80%** of the present Estimated cost ie **Rs. 3,07,642/-**

Work experience as a sub-contractor shall **not** be considered as a requisite qualification

IX. Self Attested copy of Audited Accounts Statement of the bidding firm for the last three financial years ending 31/03/2017.

X. Copy of Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2017** duly attested by a Chartered Accountant.. The same should be at least **30%** of the estimated amount put to tender(i.e. Rs. 1,15,366/-)

XI. Self Attested copy of the Income Tax Return for the last year of the bidding firm.

XII. Self Attested copies of documents to be downloaded, filled in under Bidder's Letterhead, Signed, Scanned and Uploaded along with self-attested copies of supporting documents as per **Annexures-E,F,G&H**.

XIII. **Power of Attorney:** Tender shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non-judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid.

#### COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.

#### B. EVALUATION PROCESS:

1) A proposal shall be considered responsive if –

a. It is received by the proposed Due Date and Time.

- b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. Contains EMD and Cost of Bidding Document (wherever applicable).
  - e. It contains information in formats specified in the Tender Document.
  - f. It mentions the validity period as set out in the document.
  - g. It provides the information in reasonable detail. The Kolkata Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - i. There are no significant inconsistencies between the proposal and the supporting documents. The Technical qualification conforms to as specified in the tender document.
  - j. The Kolkata Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
  - k. The Kolkata Port Trust would have the right to review the Technical Qualification and seek clarifications including original documents wherever necessary.
- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Hydraulic Engineer will examine and seek clarification if any including original documents and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- a. The date and time will be intimated to tenderers later, whose offers are found to be suitable and Cover – II of such tenderers will be opened on the specified date and time.
  - b. The cost of stamping Agreement must be borne by the successful Tenderer.
  - c. **The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online NIC's CPP Portal for e-Procurement (GePNIC) prior to closing time and date of the tenders will be taken as valid.**

**Annexure –B****Commercial Terms & Conditions**

SL. NO	Terms
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website → Rules & Regulations → Non-service Regulations), Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of KoPT. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Hydraulic Engineer , KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
5	<b>The Trustees are not bound to accept the lowest Bid or without assigning any reason thereof.</b>
6	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
7	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and uploading of their bids or for any other expenses incurred in connection with such bidding.

- 8 Bidders are advised to visit the site of work prior to uploading of their bid.  
Bidder shall get himself thoroughly familiarized with the site conditions etc. before uploading of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at Hydraulic Model Centre, Sick Line, N.S.D. Area, Kolkata 700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
- 9 In the event of the successful bidder failing to execute the order within the stipulated period without sufficient reasons acceptable to the Trustees, the Earnest Money Deposit may be forfeited and the order be cancelled at the option of the Trustees’.
10. The Bidder shall quote his price bid in a spread sheet file (.xls format) which are available in the allotted space NIC’s CPP Portal for e-Procurement (GePNIC) only for the NIT.
- 11 Micro & Small Enterprise (MSEs) registered with NSIC
  - i) Micro & Small Enterprise (MSEs) registered with NSIC (under single point registration scheme) for similar types of works are exempted from depositing Cost of bidding Document and Earnest Money.
  - ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
  - iii) Copy of valid NSIC Certificate for MSEs along with DIC’s certificate has to be uploaded along with bid as already stated in the tender document. For Scheduled cast (SC) & Scheduled Tribe (ST) entrepreneurs, documentary evidences have also to be uploaded to get benefit in this regard.

**Annexure –C****NOTICE INVITING TENDER****1.0 Scope of Work**

Proper and effective maintenance of office garden by engaging one no. of unskilled labourer at Hydraulic Model Centre for its necessary beautification measuring around 8000 sq. ft. for a period of two years(24 months).

In addition to the above, additional vacant area inside the model campus measuring around 5000 sq. ft. will have to be taken up for gardening purpose during the contractual period of two years. The bidder shall make own arrangements for supplying his own tools, equipments, consumables at site for the work.

**2.0 Description of work:****It involves**

(i) Regular maintenance and further extension of the office garden at Hydraulic Model Centre on day-to-day basis (from Monday to Friday within 09-30 to 17-30 hours) including planting, manuring, watering, de-weeding, trimming and other related works for its proper and effective beautification and

(ii) Procurement of plants, seeds, manures etc. and its planting, nurturing, purchasing of earthen vaas inside the office campus on regular basis.

**3.0 Pre-qualification Criteria**

The prequalification criteria will be as follows and the bidder is required to upload the scanned copy of the following documents as part of its Techno-commercial bid:

- I. Self Attested copy of trade license / Company Registration.
- II. Self Attested copy of registration with Labour Department, if applicable.
- III. Self Attested copy of documents as proof that bidder has its own Registered office in West Bengal.
- IV. Self Attested copy of registration certificate with the office of Regional Provident Fund Commissioner (EPF).

V. Self Attested copy of registration Certificate with the Employees State Insurance Corporation (ESI).

VI. Self Attested copy of GST Registration Certificate.

VII. Self Attested copy of PAN/TAN.

VIII. Self Attested copy of Work Order & Work completion certificate for similar nature of work carried out in Govt/Semi-govt/Statutory local bodies/Reputed Private organizations during the last 7 (seven) years ending 31/03/2017 and the experience should be either of the following as detailed below :

- a) Three similar completed works each costing not less than **40%** of the present Estimated cost ie **Rs.1,53,821/-** (OR)
- b) Two similar completed works each costing not less than **50%** of the present Estimated cost ie **Rs. 1,92,277/-** (OR)
- c) One similar completed work costing not less than **80%** of the present Estimated cost ie **Rs. 3,07,642/-**

Work experience as a sub-contractor shall **not** be considered as a requisite qualification

IX. Self Attested copy of Audited Accounts Statement of the bidding firm for the last three financial years ending 31/03/2017.

X. Self Attested copy of Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2017**. The same should be at least **30%** of the estimated amount put to tender (i.e. Rs. 1,15,366/-)

XI. Self Attested copy of Latest Income Tax Return of the bidding firm for the last year.

XII. Self Attested copies of documents to be downloaded, filled in under Bidder's Letterhead, Signed, Scanned and Uploaded along with self-attested copies of supporting documents as per **Annexures-E,F,G&H**.

XIII. **Power of Attorney:** Tender shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non-judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid.

#### **4.0 INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location well before the pre-bid meeting. He should contact the Dy. Director & Officer-in-Charge, Hydraulic Model Centre, Hydraulic Study Department, Sick Line, NSD Area, Kolkata-700043 or Sri S.Bandyopadhyay, S.A-II for



collecting information about the site before the pre-bid meeting. No excuse will be entertained afterwards on the above ground.

#### **5.0 Location of site:**

The work shall have to be executed at **Office of the Chief Hydraulic Engineer, Hydraulic Model Centre, Hydraulic Study Department, Sick Line, NSD Area, Kolkata-700043.**

#### **6.0 ACCESS TO THE SITE:**

(a) By Road: **From Sick Line, NSD Area, Kolkata-700043.**

(b) By Circular Rail: **Khidderpore & Remount Road Railway Stations.**

#### **7.0 Work Site:**

The work site is located at Office of the Chief Hydraulic Engineer, Hydraulic Model Centre, Hydraulic Study Department, Sick Line, NSD Area, Kolkata-700043. Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact Dy. Director & Officer-in-Charge, Hydraulic Model Centre, Hydraulic Study Department, Sick Line, NSD Area, Kolkata-700043 to make the site inspection along with his representative.

#### **8.0 SITE CONDITIONS & METHOD OF WORK:**

The work shall have to be executed at Office of the Chief Hydraulic Engineer, Hydraulic Model Centre, Hydraulic Study Department, Sick Line, NSD Area, Kolkata-700043 as detailed in the Scope of Work & B.O.Q. The contractor shall take adequate measures so as to execute the work with due regard to the above.

#### **9.0 Accessibility for Checking and Supervision.**

The engaged Contractor is to provide necessary arrangement for free access to the KoPT officer's and personnel for supervision and checking of the subject work at his own cost.

#### **10.0 Responsibility of the Contractor for methodology of works:**

i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

- ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution individual item of the works supported by necessary details.

### **11.0 Pre-Bid Meeting**

An off-line pre-bid meeting will be held on **04.07.2018 from 14-00 to 16-00** hours at Hydraulic Model Centre, Sick Line, NSD Area, Kolkata-700043 to clarify issues and to answer questions on any matter that may be raised at that stage to the prospective bidders or their official representatives. The tender document can be modified by issuance of addendum(s) and responsibility of downloading such addendum(s) from website of Kolkata Port Trust and NIC's CPP Portal for e-Procurement (GePNIC) fully lies with the bidders. Minutes of the pre-bid meeting will be a part of the tender document and it will be strictly binding for the bidders. Any queries received after pre-bid meeting will not be accepted in any manner whatsoever. Deadline for submission of tenders may be extended if necessary to afford prospective bidders time to take clarifications into account in their tenders.

### **12.0 Sufficiency of Tender:**

- (i) The tender drawings (if any) and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- (ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the subject work.

### **13.0 Discrepancies in contract documents**

The several documents forming the contract shall be taken as mutually explanatory of one another and in case of discrepancies; the Specifications and Bill of Quantities shall prevail over signed drawings(if any). Technical Specifications and other particulars shall prevail over Standard Specifications and Special Conditions of Contract shall prevail over the General Conditions. The KoPT's Engineer's decision on this matter however, shall be final and binding and the Tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this

respect. The execution of work shall conform minutely to the approved and assigned drawings(if any) and specification and any other details drawings(if any) which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings(if any) those have formed part of the contract documents.

#### **14.0 Availability of the Tender Document**

Tender document can be downloaded from the Kolkata Port Trust Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / NIC's CPP Portal for e-Procurement (GePNIC).

#### **15.0 Cost of Bid Document**

Before submitting the bids, Each bidder [Micro & Small Enterprise (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money] have to deposit Tender Cost of Rs. 590/- (Rupees five hundred ninety only including @18% GST) [Non - refundable]. The mode of payment of Cost of Tender Document should be in the form of Demand Draft / Banker's Cheque drawn on any commercial bank payable at Kolkata safeguarding the purchaser's interests in all respects in favour of "Kolkata Port Trust". The proof of bid document fees shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The original Bid Document fee / Notarized Copy of Exemption Certificate as mentioned above along with a forwarding letter in a sealed envelope superscribing NIT No. and Title of the NIT on such envelope should be dropped in the earmarked Tender Box kept at the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700043 by 13-00 hours on 19/07/2018. Mere uploading of proof of DD instruments towards bid document fee in the NIC's CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.

#### **16.0 Earnest Money Deposit**

The bidder has to deposit Earnest Money Deposit of Rs. **7,691/-** (Rupees Seven Thousand Six Hundred Ninety One Only). Micro & Small Enterprise (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing EMD. The mode of payment of EMD in the form of Demand Draft / Banker's Cheque should be drawn on any commercial bank payable at Kolkata safeguarding the bidders interests in all respects in favour of "Kolkata Port Trust".

The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender

electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The original EMD / Notarized Copy of Exemption Certificate as mentioned above along with a forwarding letter in a sealed envelope superscribing NIT No. and Title of the NIT on such envelope should be dropped in the earmarked Tender Box kept at the office of the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust, 20, Garden Reach Road, Kolkata-700043 by 13-00 hours on 19/07/2018. Mere uploading of proof of DD instruments towards EMD in the NIC's CPP Portal for e-Procurement (GePNIC) and non submission in original to the above mentioned address may lead to technical disqualification of bids.

EMDs of the unsuccessful bidders should be return to them after expiry of the final bid validity and the award of the contract without any interest. Bid Security (EMD) should be refunded to the successful bidder on receipt of Security Deposit without any interest.

The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the validity of the tender. Non-compliance of this stipulation shall render the tender offer informal and it will be rejected.

**17.0 Exemption From Payment of Cost of Tender Document and EMD:**

- (a) Micro and small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for similar types of works are exempted from depositing of Tender Cost and Earnest Money.
- (b) If Micro and small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of the Tender Document, full amount of Earnest Money as per NIT, otherwise their offers for those items will not be considered.
- (c) Copy of the valid NSIC Certificate for MSEs along with DIC's certificate has to be uploaded along with the bid.

**18.0 Mode of submission of Bids**

All bidders must submit their offers through e-tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. Techno-commercial Bid i.e. Part-I shall also contain the following documents which are to be signed, scanned and uploaded, apart from the documents mentioned under Pre-qualification Criteria. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

- a) That the Bidder has not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector undertaking in India.

- b) The proprietor / partner(s) / authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company , as the case may be) is / are not associated with any other firm bidding for the same work.

**Price Bids** i.e. Part-II in a spread sheet file (.xls format) is available in the allotted space in CPP Portal of NIC [GePNIC] only which is required to be filled up and submitted by the bidders for price bid evaluation.

### **19.0 Validity of offers**

The e-tender shall remain valid for a period at least 120 days from the date of opening of the same.

### **20.0 Time of Completion of the Work**

The time of completion for the work shall be 2(two) years or 24 (twenty four) months from the date of acceptance of the Work order.

### **21.0 Evaluation of the Tender**

Bids will be evaluated on the basis of pre-qualification criteria and subsequently as per BOQ of the Price Bid. During the course of examination of Techno–Commercial bids, the bidders, if asked for, shall produce the original documents or any additional documents, if asked for, to satisfy the Authorities. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

During Techno–Commercial Evaluation, i.e. evaluation of tender, an offer shall be considered nonresponsive in case:-

- (i) is not accompanied by requisite earnest money(EMD) / or valid NSIC / MSME Registration Certificate.
- (ii) is not accompanied by requisite cost of tender document / or valid NSIC /MSME Registration Certificate .
- (iii) validity of the offer is less than tender stipulation
- (iv) It does not meet the Pre-qualification Criteria as stipulated in the NIT
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/ offer or tender if submitted with any deviation from the tender terms and conditions.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. The decision of Kolkata Port Trust in this regard shall be final and binding on the bidder.

## **22.0 Price Quote by the Bidder**

The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded as BOQ file for the tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected. The splitting of work is not envisaged.

The price bids will be evaluated on the basis of total quoted rates for the works on lump-sum basis as stated in the description of the work by (i) engaging one unskilled labourer in a fully fledged manner who is to be paid as per current Order of Labour & Employment Department, Govt. of India and to be modified from time to time during the contractual period of two years plus (ii) procurement of plants, seeds, earthen vaas, manures etc. @ Rupees five hundred only per month during the contractual period of two years plus (iii) Contractor's statutory overhead profit etc. on engaging one unskilled labourer during the contractual period of two years @ twenty two days per month plus (iv) the statutory contributions like EPF & ESIC payable to the Unskilled Labourer by the employer that are / will be in vogue as per order of competent authority and (v) Bonus payable to one unskilled labourer as per Payment of Bonus Act with its all up-to-date and future amendments during the entire contractual period, if applicable. The rate quoted by the contractor on lump-sum basis fixed for the entire contractual period of two years for the works as stated in the Scope of the work shall be inclusive of all taxes, levies, statutory payments, etc. as above except GST as applicable from time to time.

**No escalation on any account is admissible during the tenure of the contract.**

**The overall lowest financial bid of the bidder as per BOQ will be awarded the contract subject to fulfillment of all other terms and conditions.**

GST would be considered extra as per the extant rate. Any modification (GST) in taxes or duties, during the tenure of the contract, by the Government of India, shall be applicable. Any recovery due on account of subsequent modification in taxes & duties shall be assessed by

KoPT, without any reference to the contractor and shall be made by KoPT from the amount payable under the contract.

### **23.0 Clarification of Bids:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates to evaluate price bids of all the participating bidders on a common platform. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing. Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender. Verification of original documents of L1 bidder who has been found acceptable techno-commercially shall be done by Kolkata Port Trust before recommending the offer for acceptance.

### **24.0 INDEMNIFICATION:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law with upto-date amendments (during the contractual period and its extension period, if any] , including but not limited to -

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.

- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act 1961
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- n) Motor Vehicle Act, latest revision.
- o) Payment of Bonus Act, 1965.

## **25.0 Taxes & Duties**

GST will be paid by Kolkata Port Trust as extra on submission of documents by the party.

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier / Service Provider agrees to comply with all applicable GST laws including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payment to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST Laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier / service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.



Supplementary invoices/ Debit Note / Credit Note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for as particular year before September of the succeeding Financial Year.

The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

#### **26.0 Security Deposit (SD) / Performance Security :**

- 1 Successful Tenderer will submit Security Deposit for a sum equivalent to 10% of the “Total Evaluation Value of the Contract for Two Years” within 15 days from the date of receipt of intimation in this regard, through a Bank Draft drawn on any nationalised or scheduled Banks payable at Kolkata as Security Deposit.
- 2 If the bidder fails to deposit SD within the stipulated period of 15 days, the EMD will be liable to be forfeited. If after deposition of SD, the contractor fails to take up the job within the stipulated period of 10 days or fails to execute the job upto the satisfaction of KoPT or abandons the work partially or fully, the SD will be liable to be forfeited upon termination of the contract. In addition, the contractor may be suspended for the period of two years on account of his lapses.

#### **27.0 Refund of Security Deposit (SD) :**

- 1 The Security Deposit will be retained by KoPT till completion of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.
- 2 On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:
  - a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
  - b) The contractor shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract

is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there are no claims against KoPT under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you” .

## **28.0 SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:**

### **Agreement**

The successful contractor shall enter into a formal agreement with KoPT as per FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of KoPT] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from receiving of the Work Order & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the contractor. If the selected contractor withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

### **29.0 LD Clause:**

As per GCC of Kolkata Port Trust.

## **30.0 Settlement of Disputes**

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

### **31.0 Income Tax :**

Tax will be deducted at source from the bills, at the appropriate rate, as per relevant provision of Income Tax Act, 1961.

### **32.0 Applicable Law :**

The contract shall be governed by and interpreted in accordance with the laws of the land. The contract will be under the jurisdiction of the High Court at Kolkata.

**33.0 Mode of Billing and Payment**

The contractor shall submit his Running Account bills, in triplicate every month, attaching the copy of Work Order, Order of Govt. Of India regarding Minimum Wages in vogue, Payment making statements by the contractor within first 7<sup>th</sup> day of every month to his labourer, Payment Receipts from the contractual labourer along with his bank statements with authorised signature and seal, copies of monthly attendance sheets of un-skilled labourer duly signed by authorized officer of KoPT, copies of challans for submission of EPF, ESI & Bonus (if applicable) contributions to the contractual labourer in order to enable ECS-payment of bills. Request for no other form of payment will be entertained. The particulars of the contractor to be submitted in his monthly bills must include the following details:-

- i) PAN /TAN Card Number, (ii) GST Registration Number,
- iii) ECS Particulars
  - a) Name of Centre                      b) Name of Bank with code
  - c) Name of Branch with code      d) Name of Bidder
  - e) Bank A/c No. of the bidder      f) Type of A/c (Savings/Current/Cash Credit)  
of the bidder

**Annexure -D****Special Conditions of Contract:-**

- 34.1. All the casual labourer(s) employed by the contractor shall be engaged by him as his own employees / workmen in all respects implied or expressed.
- 34.2. The contractor must not have been at any time declared as insolvent or convicted for any offence by any Authority.
- 34.3. The contractor shall not sublet, transfer or assign the contract or any part thereof.
- 34.4. The contractor, who has already rendered services at Kolkata Port Trust may be allowed to participate if their work records are satisfactory.
- 34.5. The contractor should not be a party to any cartel at any time for processing any contract including the present Tender.
- 34.6. The responsibility to comply with the provisions of the various labour laws of the country such as Minimum Wages Act 1948, Payment of Wages Act of 1936, Workmen's Compensation Act 1923, Employees Provident Fund Act 1952, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act 1965 with its all up-to-date amendments or any other Act, to the extent they are applicable to their establishment/workmen, will be solely that of the contractor.
- 34.7. The contractor shall pay not less than prevailing wages, as fixed by Central Government or State Government (whichever is high) from time to time during the currency of the contract, to the workers engaged by them. Minimum wages shall mean the rates(s) notified by Central Government/State Government from time to time. The contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions. The contractor will be wholly and exclusively responsible for payment of wages to the person(s) engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Bonus(if applicable) etc. and this Department shall not incur any liability for any expenditure whatsoever on the person(s) employed by the contractor on account of any obligation.

34.8. Payments to the contractor would be strictly on certification by the officer or his authorized representative(s) with whom the outsourced personnel is attached that his service was satisfactory and as per his attendance shown in the bill preferred by the service provider.

34.9. The selected contractor will have to furnish to the Chief Hydraulic Engineer, Kolkata Port Trust full particulars of the personnel deployed, including details like father's name, age, photograph, permanent address, telephone/mobile number etc. and will be responsible to ensure the verification of antecedents of such personnel from police authority(s).

34.10. The contractor shall be solely responsible for the redressal of grievances / resolution of dispute related to personnel deployed and Kolkata Port Trust shall in no way be responsible for settlement of such issues whatsoever.

34.11. The personnel provided by the contractor shall be under direct control and supervision of the contractor. However, he shall comply with the oral / written instructions given on day to day basis by the officer(s) authorised by Kolkata Port Trust. He will be bound by the office timings and duty etc. as decided by Kolkata Port Trust.

34.12. The contractor shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Kolkata Port Trust to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

34.13. The contractor shall make payment of remuneration/wages to its personnel before 7<sup>th</sup> of every month by RTGS/ECS directly in the Bank Accounts of the deployed personnel. After making the payment, the bidder shall raise the bill to Kolkata Port Trust for payment of the settled amount. They will submit to the Kolkata Port Trust a copy of the bank statement showing detail of payment made in the Bank Accounts of the personnel along with vouchers duly signed by the workers for each month along with copy of challans for submission of previous month EPF and ESI contribution.

34.14. As a registered/licensed Firm/Agency/Individual etc. the contractor will have to arrange for all garden tools at his/her own expenses without charging extra cost.

34.15. Any loss, theft or damage to the life and/or property of the employees of the and/or property of the Kolkata Port Trust shall be compensated by the contractor if the cause of such

loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor.

34.16. In case of breach of any terms and conditions attached to this contract, the security deposit of the contractor will be liable to be forfeited by the Kolkata Port Trust besides annulment of the contract.

34.17. Any bribe, commission, gift, indulgence in corruption or advantage given, promised offered by or on behalf of the contractors or any one of more of their partners/Directors agents or servants or anyone else on their behalf to any officer, employee, representative or agent of the Corporation or any person on his or their behalf for showing or bearing, favour or dis-favour to any person in relation to the contract, shall subject the contractor to the cancellation of the contract or any other contract with the Corporation and also to payment of any loss or damage resulting from such cancellation.

34.18. The contractor will also ensure that the personnel deployed is not below 18 (eighteen) years of age and to be medically fit and will keep in record a certificate of their medical fitness. The contractor shall withdraw such employee(s) who are not found suitable by this office for any reasons immediately on receipt of such a request.

34.19. The contractor shall engage one unskilled labourer as required by this Department for the subject work. The said person engaged by the contractor shall be the employee of the contractor and it shall be the duty of the service provider to pay his salary every month. There is no Master and Servant or Employer and Employees relationship between the employee(s) of the contractor and this Department and further the said person(s) of the contractor shall not claim any employment, engagement or absorption in Kolkata Port Trust including this Department, in future.

34.20. The contractor's person(s) shall not claim any benefit/compensation /absorption/regularization of service from/in Department in any manner whatsoever. Undertaking from the person(s) to this effect shall be required to be submitted by the service provider to this Department.

34.21. The contractor's person(s) shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organization matters as all are confidential/ secret in nature.

34.22. The contractor's person(s) should be polite, cordial, positive and efficient while handling the assigned work and his actions shall promote goodwill and enhance the image of this Department. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him.

34.23. The Department may require the contractor to dismiss or remove from the site of work any person employed by the contractor who may be unsuitable or for his misconduct and the service provider shall forthwith comply with such requirements. The contractor shall replace immediately his personnel if he is unacceptable to this Department because of security risk, unsuitableness, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.

34.24. The contractor has to provide photo identity card to the person(s) employed by him for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

34.25. The contractor shall ensure proper conduct of this person(s) in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

34.26. The transportation, food, medical and other statutory requirements in respect of the unskilled labourer of the contractor shall be entire responsibility of the contractor and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider in any manner whatsoever.

34.27. Working hours would be normally from 9:30 A.M. to 5:30 P.M. during working days including ½ an hour lunch break in between.

34.28. The contractor shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his own personal reasons.

34.29. The contractor shall be contactable at all times and message sent by phone/ e-mail/ Fax/ Special Messenger from this Department to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall strictly observe the instructions issued by this Department in fulfilment of the contract from time to time.

34.30. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

34.31. The contractor on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be

responsible for act of commission and omission on the part of its staff and its employee(s), etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employee(s)/ agent(s) of the contractor, then the contractor shall be liable to reimburse to

this Department for the same. The contractor shall keep this Department fully indemnified against any such loss or damage.

34.32. On the expiry of the agreement, as mentioned above, the agency will withdraw his unskilled labourer and clear his accounts by paying him all his legal dues. In case of any dispute

on account of the termination of employment or non-employment by the unskilled labourer of the contractor it shall be the entire responsibility of the contractor to pay and settle the same.

**35.0 Client Support :**

The Officer-in-Charge of Hydraulic Model Centre or any other officer as may be nominated by the Chief Hydraulic Engineer of Kolkata Port Trust will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

**36.0 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.

**37.0 Entry Permit in Restricted Area:** The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Permits:

- a. All representatives and workers of the contractor shall possess the Identity Cards issued by Port Security Officer at the recommendation of concerned officer/Engineer on yearly or monthly or daily basis, free of cost.
- b. The Contractor shall ensure that any Permit issued to their workmen or representative by the Port Security Office are not misused by unauthorised persons for entry into the protected area of Hydraulic Model Centre.
- c. It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Identity Card issued at his request are found to be misused by any authority/person.



d. The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.

### **38.0 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 storing of materials etc. and take every precaution to keep the Pump Room floor must be clean and oil free is the same are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work consider necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

### **39.0 SAFETY MEASURES:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required.

The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition. The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer. All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes. Use of hoisting

machines and tackles including their attachments, tools, machineries and equipments shall comply to the relevant safety codes.

The successful bidder shall also ensure that –

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

#### **40.0 KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside the premises of KoPT the Contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

#### **41.0 Compliance of relevant Acts, Ordinances etc.**

1. The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970, Payment of Bonus Act 1965 or any other Act, with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made there under from time to time to the extent they are applicable to their establishment/workmen, will be solely that of the contractor.
2. It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bye-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc.

and shall keep Kolkata Port Trust indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, Bye-laws, procedures etc.

3. The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

#### **42.0 Damage & loss to private property & injury to workmen :**

The Contractor will at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust , the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify

Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servant or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

#### **43.0 Force Majeure :**

In the event of the contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

**44.0 Assignment of Contract**

The contractor shall not assign the contract or any part thereof to anyone else.

**45.0 Termination of Contract**

1) The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors:-

- a) Failure on the part of the contractor to supply requisite no. of personnel for the scheduled jobs in more than two consecutive occasions at any point of time or if the quality of services provided by the personnel is not satisfactory.
- b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 6<sup>th</sup> of every month.
- c) Any unlawful act of the contract on any third party of behalf of the contractor entailing any damage / loss to the property / material of the Trustees or any inconvenience to the Trustee.
- d) After usual expiry of the contract period, the contract automatically stands cancelled.
- e) Failure to provide necessary information regarding payment of statutory dues in relation to the employee to the statutory authorities and statement of reconciliation as and when asked for.
- f) Assigning the contract or any part of the contract to any Sub-contractor / Agency. In other words, engagement of the sub-contractor for this particular contract is not authorized without the consent of Kolkata Port Trust in writing.

2) For such cancellation / deviation KoPT will, under no circumstances, be obliged for any financial repercussion and KoPT's decision to this effect shall be final.

**46.0 PENALTY:**

- 1) If after the contract has been awarded, the contractor during the period of contract fails to comply with the following then penalty will be imposed for non compliance of the terms of contract as under, in addition to the clauses & sub clauses at 18 which will also be applicable.

2) If the contractor fails to supply personnel as per the scope of services, a penalty @ Rs.500/- per head per shift will be imposed. However, the payment or deduction of such compensation shall not relieve the contractor of the obligation / liabilities under the contract. In case of failure of the contractor to supply manpower to any department / divisional office as per contract, HoDs and Divisional Heads at their discretion may engage personnel at the risk and expenditure of the contractor, over and above the penalty imposed in this respect.

3) If any of the staff of the contractor misbehaves with party/staffs of KoPT etc., not found in his place of work during duty hours, does not carry out /refuses the designated work or cause unreasonable delays in carrying out the work, does not supply/provide proper materials and/or replace the same in time, the contractor will pay a penalty of Rs. 100/- for each such fault committed & also replace the staff/materials to carry out such work. In such matter the decision of the HoD / Divisional Head or his designated officer shall be final and binding on the contractor.

4) The penalty will be realised from any dues of the contractor or the contractor will have to pay the same to the trustees.

**ANNEXURE-E**

**NIT NO.: Hyd/12004.VI/631 Date: 26/06/2018.**

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,  
SIGNED, SCANNED AND UPLOADED WITH THE TECHNO-COMMERCIAL BID]**

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

Ref. No.....

Date .....

The Chief Hydraulic Engineer,  
Hydraulic Study Department,  
Kolkata Port Trust,  
20, Garden Reach Road,  
Kolkata – 700 043.

Dear Sir,

1. We, .....(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Addenda and Corrigendum, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Addenda and Corrigendum.
2. We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC, Addenda and Corrigendum. Our offer is valid at least 120 days from the last date of online submission of the offer.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Company seal of the tenderer.....

**ANNEXURE-F****NIT NO.: Hyd/12004.VI/631 Date: 26/06/2018.****Company Details**

(Use this format to provide requisite details)

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,  
SIGNED, SCANNED AND UPLOADED WITH THE TECHNO-COMMERCIAL BID]**

1.	Name of the Head of Organization (Applicant)		
2.	Name of the Organization		
3.	Type of Organization (Tick applicable and strike off not Applicable)		<input type="checkbox"/> Registered Society / <input type="checkbox"/> Private Limited Company/ <input type="checkbox"/> Individual
4.	Address		
5.	Contact Person for communication		
6.	Telephone No. (office)		
7.	Mobile No.		
8.	Email id		
9.	Educational Qualification of the Applicant / Proprietor / Partner		
10.	Major works undertaken for maintenance of office Garden (separate sheet attached)  (Minimum experience requirement for consideration is 7 Years):		
11.	Details of manpower availability		
12.	PAN Number (Attach copy of PAN Card)		
13.	Name and address of Bankers		

14.	Bank Account Number( SB <input type="checkbox"/> CA <input type="checkbox"/> OD <input type="checkbox"/> ) shall be with a branch of a Nationalized Bank or any schedule Bank . (Attach copy of Bank Account Passbook having account details.)		
15.	IFSC Code		
16.	<b>Registration Number Details</b>		
	ESI Registration Number ( <b>Attach copy of ESI registration certificate</b> and proof of payment certificate from ESI Department )		
	Employees Provident Fund Registration Number ( <b>Attach copy of EPF registration certificate</b> and proof of payment certificate from EPF Department )		
	GST Registration Number (Attach copy of GST Registration Certificate and proof of payment of tax towards GST.)		
	Labour (scheme) Registration Numbers(if applicable): (Attach copy of registration certificate).		

Signature of authorized person

Full Name

Company's Seal

Date:

Place:



**ANNEXURE-G****NIT NO.: Hyd/12004.VI/631 Date: 26/06/2018.****[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,  
SIGNED, SCANNED AND UPLOADED WITH THE TECHNO-COMMERCIAL BID]**

<b>Details of contracts by the Firm/ Agency / Individual during the last seven years and also for ongoing contracts in the field of Garden maintenance works.</b>					
Give details and attach copies of <b>Orders and Certificates on performance</b> obtained from the office concerned. Attach separate sheets, if required.					
Sl. No.	Name and address of the Organization, (Name, Designation and contact telephone number of the officer concerned)	Details regarding the contract for Garden maintenance works	Annual value of contract (In Rupees)	Duration of contract	
				From (DD/MM/YY)	To (DD/MM/YY)

I/We ..... s/d of Sri ..... proprietor / partner / director / authorised signatory of..... (Name of Firm / Agency / Individual) sign this declaration and execute this tender document.

I/We have carefully read and understood all the terms and conditions of the tender and hereby convey my / our acceptance of the same.

The information or documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

I/ We, am / are well aware of the fact that furnishing any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of authorized person  
Full Name & Company's Seal**

**Date:**  
**Place:**

**ANNEXURE-H****NIT NO.: Hyd/12004.VI/631    Date: 26/06/2018.****CHECK LIST**

(Use this format to provide requisite details)

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,  
SIGNED, SCANNED AND UPLOADED WITH THE TECHNO-COMMERCIAL BID]****CHECKLIST TO BE ENCLOSED ALONG WITH THE BIDS.**

Sl. No.	Particulars	Status of enclosure		
		Yes	If Yes, indicate the page no. of the bid document where it is attached	No
1	Annexures E, F, G, H duly filled in. & signed with seal.			
2	Proof of depositing cost for downloading the tender document			
3	Proof of depositing EMD			
4	Self attested copy of NSIC certificate for MSE's those are exempted from EMD & Tender Cost			
5	Self attested copy of Photo Identity (Aadhaar/ Electoral Card/ Driving License etc.)			
6	Self attested copy of labour Registration Certificate of the Agency / Firm/ Individual from the appropriate authority.			
7	Self attested copy of experience certificate for a period of seven years in the field of manpower supply works from Govt. Body, PSU Corporate Organisation etc.			
8	Self attested copy of ESI Registration Certificate from ESI Department			
9	Self attested copy of EPF Registration Certificate from EPF Department			
10	Self attested copy of GST Registration Certificate.			
11	Self attested copy of valid trade license / Company Registration			
12	Self attested copy of Bank A/C Pass Book having A/C details / Cancelled Cheques for Current Account Holders.			
13	Self attested copy of document(s) related to Power of Attorney.			
14	Self attested copy of PAN/TAN.			

Date :

Place :

**Signature of authorized person  
Full Name & Company's Seal**

**ANNEXURE-I**

(FORMAT OF INDEMNITY BOND)  
On the Rupees Fifty Non-Judicial Stamp Paper  
INDEMNITY BOND

BY THIS BOND I, Shri ....., son of shri/Smt ..... residing at ..... by occupation ....., the Partner/Proprietor/Director of.....having office at ....., am a contractor under Hydraulic Study Department, Kolkata Port Trust ( A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust asked the every tenderer, to furnish an Indemnity Bond in favour of Hydraulic Study Department of Kolkata Port Trust against all damages and accidents to the Labourer(s) of Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENTS OCCURRING TO THE Labourer(s) of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. Hyd/12004.VI/631 dt.26/06/2018.

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, ....., the Partner/Proprietor/Director of.....hereto set and seal this the ..... day of .....in the year..... at .....

Signature of the Indemnifier

Sureties

1. Signature

Name:

Address:

1. Signature

Name:

Address:

2. Signature

Name:

Address:

Witness:

1. Signature

Name&Address:

**ANNEXURE – J**

# **General Conditions of Contract Forms and Agreements**

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

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

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**KOLKATA PORT TRUST  
KOLKATA DOCK SYSTEM  
& HALDIA DOCK COMPLEX**

**JULY , 2014**

**GENERAL CONDITIONS OF CONTRACT**

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 1
2.	DEFINITION	...	GC 2 – GC 3
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	...	GC 3 – GC 5
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 5 – GC 9
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 9 – GC 14
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
7.	TERMS OF PAYMENT	...	GC 18 – GC 20
8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27
12.	FORMS GC-1, GC-2, GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	INTEGRITY PACT DOCUMENT: PROFORMA		
16.	DRAFT Memorandum of Understanding between Ko.P.T. & Transparency International India		

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**AMENDMENT**  
**TO**

**GENERAL CONDITIONS OF CONTRACT**

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

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

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

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

revisions) for materials and workmanship unless stated otherwise in the Tender.

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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.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	“Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is unusu rable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.



- 1.19 Unless otherwise stipulated the work "Cost" shall be deemed to include Cost overhead costs of the Contractor, whether on or off the site.

2.0 DUTIES&POWERSOFENGINEER&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. Engineer's Authority

GC - 4

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

2.3 *The Engineer shall have full power and authority :*

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

- (c) to order for any variation, alteration and modification of the work and for extra works.

- (d) to issue certificates as per contract.

- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

- (f) To grant extension of completion time.

2.4 *The Engineer's Representative shall :*

- (i) watch and supervise the works. Power of Engineer's Representative.
- (ii) test and examine any material to be used or workmanship employed in connection with the work.
- (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (iv) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

- (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and
- (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

GC - 5

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works; and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.

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

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

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

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

- |   |  |
|---|--|
| (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. | Drawing/<br>Specification/<br>Nature &<br>extent of<br>work to be<br>done. |
|---|--|

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

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

Earnest Money and Security Deposit.

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

#### GC - 7

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

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

C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-	
(e)	(i) Tender submitted without requisite Earnest Money may be liable to rejection.		Tender without EM liable to rejection.
	(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.		Forfeiture of E.M. before Acceptance of offer.
(f)	The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.		E.M. to be converted to part S.D.
(g)	Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.		Mode of recovery of balance S.D.

GC - 8

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

computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.

contracts to be deposited in advance.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

No interest payable on E.M. /S.D

3.5

(i) The Security Deposit shall 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. It, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G. C.3.

Mode of refund of S.D.

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

Forfeiture of S.D.

#### GC - 9

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

3.7 "Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the

Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”

#### 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts : Applicability of laws on the contract
1. The Contract Act (India), 1872.
  2. The Major Port Trusts Act, 1963.
  3. The Workmen's Compensation Act, 1923.
  4. The Minimum Wages Act, 1948.
  5. The Contract Labour (Regulation & Abolition) Act, 1970.
  6. The Dock Workers' Act, 1948.
  7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or Contractor his representative, the contractor shall, at his own expense, enter into and execute a to Execute Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Contract Agreement is executed, the other documents referred to in the definition of Agreement. 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 Interpretation of 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. contract documents –Engineers' Power

#### GC - 10

- 4.4 Two copies of the Drawings referred to in the general and special Conditions of All Drawings Contract and in the Bill of Quantities, shall be furnished by the Engineer to the are Trustees' Contractors free of cost for his use on the work, but these shall remain the property. 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 Contractor to progress drawings required by him or necessary for the proper execution of the prepare works and shall, when required, furnish copies of the same free of cost to the working / Engineer for his information and/or approval, without meaning thereby the progress shifting of Contractor's responsibility on the Engineer in any way whatsoever. drawings

- 4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-le tting under this clause. Contractor cannot sub-let the work
- 4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. Contractors' price is inclusive of all costs
- 4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. Contractor to submit his programme of work
- GC – 11
- 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 Contractor to supervise the works



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.

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

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| 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 | Contractor is responsible for all damages to Other structures / persons |
|------|---|---|

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.

caused by him  
in executing  
the work.

4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.

Fossils,  
Treasure  
travails, etc. are  
Trustees'  
property

4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :

Contractor to  
Indemnify  
Trustees  
against all  
claims for loss,  
damage, etc.

(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.

Dismantled  
materials  
Trustees'  
property

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

Contractor's quoted  
rates/price must be  
all inclusive

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

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

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

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

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

Trustees' materials to him. The Contractor shall, however, extension of  
communicate his requirement of such materials to the Engineer from completion time  
time to time. of work

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(d) Unless stipulated otherwise in the contract, the value of the Recovery from  
Trustees' materials issued to the contractor shall be recovered Contractor for  
from the contractor's bills and/or any of his other dues, Trustees'  
progressively according to the consumption thereof on the work materials under  
and/or in the manner decided by the Engineer or his representative normal  
and at the rate/s stipulated in the contract. These rates shall only circumstances  
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, Recovery from  
any Contractor for  
of the Trustees' materials issued to the contractor has been – (i) Trustees'  
lost or damaged, (ii) consumed in excess of requirement and (iii) materials under  
wasted by the contractor in excess of normal wastage, then the other  
value thereof shall be recovered from the contractor's bills or circumstances.  
from any of his other dues, after adding 19 ¼% extra over the  
higher one of the followings -

- 1) The issue rate of the materials at the Trustees' Stores and
- 2) The market price of the material on the date of issue as would be determined by the Engineer.

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

5.10 No work shall be covered up and put out of view by the contractor Contractor to  
without approval of the Engineer or his Representative and whenever seek approval of  
required by him, the contractor shall uncover any part or parts of the Engineer or his  
work or make openings in or through the same as may be directed by Representative

the Engineer or his representative from time to time and shall before covering

reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

up any portion  
of work

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

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5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –

Contractor to  
suspend work on  
Order from  
Engineer or his  
Representative

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

5.11. 1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

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

Completion  
Certificate  
G.C.1.

shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

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6.0 TERMS OF PAYMENT :

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|-----|--|---|
| 6.1 | No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.   | All interim payments are advances till issue of Certificate in Form G.C.2 |
|     | On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.   |   |
| 6.2 | All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.  | Payment on the basis of measurements at agreed rates.                     |
| 6.3 | For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.              | Limitation for on account payment   |
| 6.4 | Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a | Recording of measurements   |



token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

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- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.
- Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the
- Advance Payment against Non-perishable materials

Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

#### GC – 20

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

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

6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
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6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor owing to
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#### 7.0 VARIATION AND ITS VALUATION :

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

7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :	Engineer's power to vary the works
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- 7.2 (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. Variation by engineer do not vitiate the contract
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer" subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed
- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. 'Liquidated Damage' and other compensation due to Trustees

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- (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 Default of the Trustees may, in their absolute discretion, terminate the contract and Contractors enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- |  |  |
|--|--|
|  | remedies &<br>powers/Termination of<br>Contract. |
|--|--|
- (i) The Contractor has abandoned the contract.
  - (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
  - (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.
  - (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
  - (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.

8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall I

in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

#### 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

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- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- Certificate of final completion

- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), whereupon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.
- Refund of Security Deposit

#### 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

- 10.1 In all disputes, matters, claims, demands or questions arising out of or Engineer's

- connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. decision
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman's award.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

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- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.

- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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



(TO BE SUBMITTED WITH COVER- I OFFER)

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA****FORM OF TENDER (UNPRICED)**

To

The Manager (I&amp;CF),

Haldia Dock Complex.

I/We \_\_\_\_\_

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

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

Dated :

\_\_\_\_\_  
(Signature of Bidder with Seal)**WITNESS :**

Name of the Bidder :

Signature :

Name : (In  
Block Letters)

Address :

Address :

Occupation:

## KOLKATA PORT TRUST HALDIA DOCK COMPLEX

### FORM G.C.1

Contractor \_\_\_\_\_

Address -----

-----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....

.....

.....

Estimate No. E.E.O.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 2000 to \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

Yours faithfully,

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
Name.....  
Designation.....  
OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work : .....

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

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

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

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

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**FORM G.C.3**

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

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

(Atten:.....)

Dear Sir,

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

Name of work : \_\_\_\_\_

\_\_\_\_\_

Work Order No :- \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

Yours faithfully,

(Signature of the  
Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

## **KOLKATA PORT TRUST**

### **PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and

\_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - i.The said Tender/Offer & the acceptance of Tender/ Offer. ii.The Drawings.
  - iii. The General Conditions Of Contract.
  - iv.Special Conditions Of Contract (If any).
  - v.The Conditions Of Tender.
  - vi.The Specifications.
  - vii.The Bill Of Quantities.
  - viii.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

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

Was hereunto affixed in the presence of :

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

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

**OR**

**SIGNED SEALED AND DELIVERED**

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

In the presence of :

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

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

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

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

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

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

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Board of Trustees for the Port of Kolkata,  
15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to

\_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs

\_\_\_\_\_ for “ ” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees \_\_\_\_\_ only) to the EMPLOYER.

We, the \_\_\_\_\_ Bank, \_\_\_\_\_, Kolkata/ Haldia having its Head Office at \_\_\_\_\_ (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYER and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they

might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs \_\_\_\_\_ (rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
 \_\_\_\_\_ at \_\_\_\_\_

#### WITNESSES

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Official address)

\_\_\_\_\_  
 (Designation with Bank Stamp)  
 + Attorney as per power of Attorney No.

Dated .....



## Integrity Pact

Between  
**Kolkata Port Trust (KoPT)** hereinafter referred to as “ **The Principal/ Employer**”.

And

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

### Preamble

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

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

NOW, THEREFORE,

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

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

### Section 1 – Commitments of the Principal/ Employer .

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

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3-Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

### **Section 4-Compensation for damages**

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

#### **Section 5-Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

#### **Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors**

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

#### **Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings. .

#### **Section 8 – Role of Independent External Monitor(IE M):**

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and

demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

#### **Section 9 – Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents **in English** and shall extend all possible help for the purpose of such examination.

#### **Section 10 – Pact Duration:**

The pact beings with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

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

#### **Section 11 – Other Provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

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(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

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**ANNEXURE-A****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
  - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
  - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
    - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/representatives in India, is to be paid by KoPT in Indian Rupees only.
  - 2.2 **Tenderers of Indian Nationality shall furnish the following details in their offers:**
    - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
    - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
  - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
  - 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.