



**कोलकाता पत्तन न्यास**  
**KOLKATA PORT TRUST**

सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन  
Civil Engineering Department / Railway Division  
51, C.G.R. Road, Kolkata – 700 043

Tender Notice No. Rly/ Tender/ 21/ 15

Dated: 18.04.2017

Name of Work:	Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.
e-tender No.:	KoPT/Kolkata Dock System/CE/10/17-18/ET/28
Estimated amount:	Rs. 3,66,524.60
Earnest money:	Rs. <b>7,340.00</b>
Cost of tender papers:	Rs. 300.00
Time of completion:	1 (one) year from the date of placement of order.
Mode of tender:	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com/">www.mstcecommerce.com/</a> eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
Date of e-submission:	<b>03.05.2017</b> up to 3:00 PM.
Tender authority:	Superintending Engineer, Railway, Kolkata Port Trust, 51, C.G.R. Road, Kolkata – 700043.

Sd/-  
अधीक्षण अभियंता, रेलवे  
Superintending Engineer, Railway

## TENDER DOCUMENT

### कोलकाता पत्तन न्यास KOLKATA PORT TRUST

सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन

Civil Engineering Department/ Railway Division

51, C.G.R. Road, Kolkata – 700 043

e-tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced registered contractors of KoPT with required experience as per prequalification criteria and other stipulations in *Tender Document* for “*Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.*” as per *Bill Of Quantities*. Bid document may be seen from Kolkata Port Trust website ([www.kolcataporttrust.gov.in](http://www.kolcataporttrust.gov.in)) as well as MSTC website ([www.mstcecommerce.com](http://www.mstcecommerce.com)). Corrigenda or clarifications, if any, shall also be hosted on the above mentioned websites.

Bidders will have to participate in bidding process through MSTC website only.

#### SCHEDULE OF TENDER (SOT)

1) Tender No.	<b>Rly/Tender/21/15 dt.18.05.2017</b>
2) Mode of Tender	<b>e-Procurement System</b> (Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> /eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3) E-Tender No.	<b>KoPT/Kolkata Dock System/CE/10/17-18/ET/28</b>
4) Date of NIT available to parties to download	<b>18.04.2017 to 03.05.2017</b>
5) Pre-Bid Meeting date & Time	No pre-bid meeting
6) Pre –Bid Meeting closing date & Time	N/A
7) a) Estimated Cost Of Work	<b>Rs. 3,66,524.60</b> (Rupees three lakh sixty six thousand five hundred twenty four and paise sixty only].
b) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>Rs. 7,340.00</b> (Rupees seven thousand three hundred and forty only) to KoPT as per NIT.
c) Bid Document fee	The intending bidders should submit the tender cost of <b>Rs. 300.00</b> (Rupees six hundred only) non-refundable separately to KoPT as per NIT, otherwise their offer will be summarily rejected.
d) Transaction Fee	<b>Rs. 211.00</b> (Service Charge + Service Tax etc.) as payment of Transaction fee by NEFT/ RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure –I)

<p>8) a) Last date of submission of <i>EMD &amp; Cost of bid document</i> fee to Kolkata Port Trust.  b) Last date of submission of <i>Transaction fee</i> through RTGS/ NEFT in favour of MSTC Limited, Kolkata.</p>	<p><b>03.05.2017</b>   <b>Three working days before the last date of closing of online bidding for the e-tender.</b>  Bidders should attempt to deposit Transaction Fee 3 days prior to closing of bid to avoid rejection of bid on account of failure to confirm receipt by MSTC”.</p>
<p>9) Date of starting of submission of e-tender (online Techno-commercial Bid and price Bid) at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a></p>	<p><b>19.04.2017</b></p>
<p>10) Date of closing of submission of e-tender online (Techno-Commercial Bid &amp; Price Bid).</p>	<p><b>03.05.2017</b> upto 15.00 Hr.</p>
<p>11) Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid) [Date of opening of Part II i.e. price bid shall be informed separately]</p>	<p><b>03.05.2017</b> at 15:15 Hr or later.</p>

**List of Annexures**

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

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**Annexure-A****Important instructions for e-tenderers**

This is an e-procurement event of KOPT. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700020. You are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-tender :</p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE:</b> The technical bid and the commercial bid has to be submitted on-line at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></p> <p>1) Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govtdepts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC/ KOPT, (before the scheduled time of the e- tender).</p> <p><b>Contact persons (KOPT):</b> a) Sri S. Roy, Supdg. Engr. Ph. 98362-98694      b) Sri N.Mallik, Ex. Engr. Ph. 98362-98683</p> <p><b>Contact persons (MSTC):</b> i) Shri S Mukherjee, DM(e-Commerce) <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> ii) Ms S Maity, AM(e-Commerce) <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System. ii) IE-7 and above Internet browser. iii) Signing type digital signature. iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p><b>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</b></p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using “<b>Transaction Fee Payment</b>” Link under “<b>My Menu</b>” in the vendor login. The vendors have to select the particular tender from the event dropdown box. On selecting NEFT, the vendor shall generate a challan by filling up a</p>

	<p>form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p>
5	<p>Information about tenders/ corrigendum uploaded shall be sent by email only during the process till finalization of tender by KOPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>a) Bidder(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT.</li> <li>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>c) The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govtdepts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event .</li> <li>d) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Technical bid. If this application is not run then the bidder will not be able to save/submit his Technical bid.</li> <li>e) After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the bidder can click on the "Final submission" button to register their bid.</li> <li>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</li> <li>g) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>h) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</li> <li>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>j) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.</li> <li>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>m) No deviation of the terms and conditions of the tender document is acceptable.</li> </ol>

	Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	KOPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.
12	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	Bidders are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

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**Annexure –B**

**कोलकाता पत्तन न्यास**  
**KOLKATA PORT TRUST**  
 सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन  
Civil Engineering Department/ Railway Division  
 51, C.G.R. Road, Kolkata – 700 043

**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	Copy of valid NSIC Certificate for MSEs along with DIC's Certificate has to be submitted along with the bid.
4	Due date of submission of tender will not be extended under any situation.
5	EARNEST MONEY : As Per NIT
6	e-tenders submitted without requisite Earnest Money/ cost of tender documents are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
7	SCOPE OF WORK : As per E-Tender Document
8	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
9	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of discrepancies, the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. The 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 and specification and any other details, drawings which shall be provided/ duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents
10	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender/ contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.

11	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
12	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
13	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
14	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Superintending Engineer (Rly)/ Ex. Engineer (Rly) at their office at 51, C.G.R. Road, 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.
15	<b>VALIDITY</b> : The tender shall remain open for acceptance for a period of <b>4 months</b> from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder intends to amend his quoted rates or tender, making them unacceptable to the Trustees and/ or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ sanctioning Authority.
16	<b>NON- RESPONSIVE BIDDER :-</b> The offer/tender shall be treated as non-responsive, if it : <ul style="list-style-type: none"> <li>a) is not accompanied by requisite earnest money,</li> <li>b) is not accompanied by requisite tender paper cost,</li> <li>c) validity of the offer is less than tender stipulation,</li> <li>d) does not meet the Qualification Criteria as stipulated in the NIT.</li> <li>e) 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 &amp; conditions.</li> <li>f) if the tender is conditional.</li> <li>g) if all the documents required as per NIT are not uploaded.</li> </ul> In addition to above, a bidder may be disqualified if – <ul style="list-style-type: none"> <li>i) The bidder provides misleading or false information in the statements and documents submitted.</li> <li>ii) 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.</li> </ul> The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.
17	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' apart from other actions.
18	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' apart from other actions.

19	PRICES: As per BOQ given in the tender document.
20	The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
21	The Bidder shall state clearly his quoted rates both in figure & word.
22	Orders may be placed in full/part to the lowest bidder.
23	Price(s) to be quoted should remain firm over the contract period.
24	All taxes & duties are deemed to be included in the quoted rate except <b>Service Tax</b> as applicable.
25	<b>Evaluation criteria:</b> As per relevant clause of Tender document.
26	<b>Payments:</b> As per Tender document.
27	<b>Location:</b> As per Tender document.
28	<b>Time of Completion:</b> As per Tender document.
29	Work is to be carried out as per terms & condition of the contract document
30	<b>Jurisdiction of court:</b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
31	<b>Personal protective equipment (PPE):</b> Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises
32	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
33	Price adjustment clause: As per Tender document.
34	Technical capacity: As stipulated in Tender document.
35	Financial capacity: As stipulated in Tender document.
36	DOCK PERMITS : As per tender document.
37	<b>Besides the above conditions all other conditions as stated in in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.</b>

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**Annexure - C**

**कोलकाता पत्तन न्यास**  
**KOLKATA PORT TRUST**  
सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन  
Civil Engineering Department/ Railway Division  
51, C.G.R. Road, Kolkata – 700 043

**Tender is due for submission:** By 3:00 P.M. On 03.05.2017

**Techno Commercial Bid (Part-I)**

**Work Title:** - Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.

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**कोलकाता पत्तन न्यास**  
**KOLKATA PORT TRUST**  
सिविल इंजिनियरिंग विभाग/ रेलवे डिविशन  
Civil Engineering Department/ Railway Division  
51, C.G.R. Road, Kolkata – 700 043

**NOTICE INVITING TENDER**

**Work Title: - *Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.***

e-tenders are invited under single stage on two Part basis (part-I – Techno-Commercial part & part-II – Price part) from resourceful, experienced and bonafide agencies with sound technical and financial capabilities for the above mentioned work on fulfilling the following pre-qualification criteria:

**Pre-qualification criteria for bidders:**

1. The intending tenderer should have experience in supplying of daily labourers or any other civil engineering construction/ maintenance works and have successfully completed similar works during last 7 [seven] years ending last day of month previous to the one in which applications are invited should be either of the following:
  - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated amount put to tender.
  - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated amount put to tender.
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated amount put to tender.
2. The average Annual Financial turnover of the intending tenderer during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated amount put to tender.
3. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

**Other instructions:-**

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

Details of the tender as well as tender documents are available in web site of Kolkata Port Trust website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) as well as in MSTC and bidders shall have to participate in bidding process through the MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

Notification for issuance of any Addendum/ Corrigendum to the tender document will be given in web site of Kolkata Port Trust as also in MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

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

Bidders shall submit the bid document as stipulated in the “Instructions to Bidders” of the e-tender document. Trustees reserve the right to verify the submitted copies of documents/ credentials with the original documents.

In case of unscheduled Holiday/ Bandh or any other unavoidable reason(s) on the date of opening of any part of the e-tender, the same will be opened on the next working day.

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

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ **1%** of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

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

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

Part-II (Price Part) of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

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

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

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

The tenderer shall include in their prices sums payable as Taxes Particularly, VAT, Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees'. The tenderer shall submit certified copy of the Certificates of VAT Registration No. and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, details to be uploaded along with the tender documents. The intending tenderer should have valid registration against ESI & EPF issued by the competent authority, failing which their offer will be considered as non responsive.

**Once a Bid is submitted, it will not be allowed to be revised.**

Sd/-  
**S. Roy,**  
अधीक्षण अभियंता, रेलवे  
**Superintending Engineer, Railway**  
**KOLKATA PORT TRUST**

## **INSTRUCTIONS TO BIDDER**

**e-tender for “*Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.*”**

### **1. General**

The work as described in the tender shall be executed in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill of Quantities. Bidders are advised to visit the site of work prior to submission of their bid. A bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Ex. Engineer (Railway)-I/ III at the office of the undersigned at 51, C.G.R. Road, Kolkata 700043 in this regard.

2. Earnest money and cost of tender paper in the form(s) of Banker’s Cheque/ Demand Draft/ Pay Order in favour of “**KOLKATA PORT TRUST**” on any Scheduled Bank payable at Kolkata are to be physically deposited by vendors/ contractors at the office of the Superintending Engineer, Railway within 3 days of the scheduled date of opening of the techno-commercial bid. Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

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

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

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

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

### **3.0 Mode of submission of bid**

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

3.2 Techno-commercial part shall contain the following which are to be uploaded:

- A) Self declaration of the bidder that the bidding firm 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.
- C) In Part-I, the un-priced “Abstract Form of Tender” & “Form of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and uploaded.

- D) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide *Schedule-T* (in Annexure-C) of the tender document.
- E) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.
- F) **Scanned copy of the following documents to be uploaded:-**
- a) VAT registration certificate.
  - b) Valid Trade Licence.
  - c) Valid Professional Tax Clearance Certificate/ Up to date tax payment challan.
  - d) Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
  - e) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI registration certificate.
  - f) Copy of the original TR relating to permanent Earnest Money deposit/ other document wrt. Earnest money deposit and cost of tender document/ NSIC certificate.
  - g) Details of the firm as per Schedule-O (in Annexure-C) of the tender document duly filled up.
  - h) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria including the Schedule-T.
  - i) Copies of self-attested audited balance sheet and profit & loss account/ Trading account for the last 3(three) financial years (**i.e. 2013-2014, 2014-2015 and 2015-2016**).
  - j) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the bidder under office seal.
  - k) Certified copies of PAN Card.
  - l) Service tax registration certificate (if applicable).

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

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

#### 4.0 **Security Deposit:**

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

4.2 Refund of Security Deposit shall be guided by Cl. 3.5 (i) & (ii) of the General Conditions of Contract.

5. **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract:**  
Clause 8 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.
6. **Refund of Earnest money:** The Earnest Money received, will be refunded or released as the case may be to the unsuccessful bidder(s) without any interest after opening of Price bid (Part-II) of the e-Tender document.
7. **Validity of offer:** The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

#### 8.0 **Detailed scrutiny** of e-tenders

- 8.1 During the course of examination of Part-I of the bid, the bidder(s), if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/ their bids. The price bids i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.
9. During techno-commercial evaluation, i.e. evaluation of Part-I of tender, an offer shall be liable to be considered as non-responsive in case:
  - a) It is not accompanied by requisite earnest money,
  - b) It is not accompanied by requisite tender paper cost,
  - c) Validity of the offer is less than tender stipulation,
  - d) It does not meet the Qualification Criteria as stipulated in the NIT.
  - e) The bidder submits a conditional offer/ imposes his own terms and conditions/ does not accept the tender conditions completely/ offer or tender if submitted with any deviation from the tender terms & conditions.
  - f) All the requisite documents are not uploaded.

**In addition to above, a bidder may be disqualified if:**

  - i) The bidder provides misleading or false information in the statements and documents submitted.
  - ii) 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.

#### 10. **Evaluation criteria:**

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

#### 11. **Acceptance of tender:**

- 11.1 Kolkata Port Trust reserves the right to accept/ reject any/ all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 11.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 11.3 The successful tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the

Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

12. **Miscellaneous:**

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

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## SPECIAL CONDITIONS OF CONTRACT

**e-tender for** *“Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.”*

**1) Scope of work:** The work comprises of Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required as set forth in the BOQ including any other appurtenant work as may be required for a successful completion of the work and as directed by the Engineer or his representative at site. Pendency of execution of the work shall be one year; however, the successful bidders shall have to follow the instructions of the Engineer or his representative at site as per requirement.

**2) General:** These conditions are part of the tender documents, which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with the other parts of the tender documents viz. Trustees' General Conditions of Contract, drawings, if any, and other documents forming part of the contract.

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

- a) Provide all materials, equipment, workmen, supervision, services, scaffolding, temporary drainage, temporary fencing and temporary lighting as may be required for safety and work purposes etc. for the execution of the work.
- b) To take all the safety measures like using life jackets, helmets etc. required for such type of work and insure the labourers against any accident which may occur in the course of execution of the job, if required, at no extra cost.
- c) To cover all office/ household furniture with tarpaulin or similar type of cover when there is any chance of damage/ spoiling during the course of the work, if required or directed, at no extra cost.
- d) To make good any damage done to any property during execution of work at no extra cost
- e) The Contractor shall at all times carry out work in a manner creating least interference to existing services.
- f) The work is to be carried out in a phased manner as per availability of working place as well as programme of works as may be directed by the Engineer or his representative at site.

**3) Project Information:**

a) **Owner:** **Kolkata Port Trust.**

b) **Title:** *Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.*

c) **Location:** Jurisdiction of Railway division of CE Dept., KoPT.

**4) Work Site:** The work site is to be considered as the jurisdiction of the Railway division of the Civil Engineering department of KoPT. The 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 may have contact with Executive Engineers (Railway) at 51, C.G.R. Road, Kolkata - 700 043 in order for inspection of site.

**5) Sufficiency of Tender:**

a) 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.

b) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

c) In case rate of particular item is printed erroneously in B.O.Q., the rate as stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

d) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.

6) **Working Period:** Normally the work will be carried out between 5 A.M. to 7 P.M. throughout the year. However, the tenderer should note that he might be required to carry out the job beyond the normal working hours including at night. The tenderer should include in his rates the cost, if any, involved on these accounts.

7) **Time of Completion:** Please note that the work is a periodical one and to be executed throughout a period of 1 (one) year from the date of placement of work order.

8) **Measurement and Payment:** The items/ quantities set out in the “Bill of Quantities” are the estimated items/ quantities of the work and they are not to be taken as the actual and correct items/ quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract. However, the Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

9) **Escalation/ variation on prices:** No escalation variations on the prices of materials and POL other than revision in Minimum wages will be entertained and thus the rate should be quoted with due consideration of the same. With the revision of minimum wages as per Minimum Wages Act, there would be escalation/ de-escalation (as the case may be) of the charges payable to the contractor, keeping his profit and overhead charges (as derived) unchanged. It is stipulated that the rate for labour is based on the current approved rate of statutory minimum wage which is subject to revision against official information, thereby keeping scope for rise in price of labour (wages) according to change in wages as per Minimum Wage Act, Central or State, whichever is higher.

10) **Materials & Workmanship:** All materials shall have to be procured by the successful Tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with the Engineer’s instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

11) **Safety:** The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor

shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost. The Contractor shall provide lights and signals at his own cost. Lights shall be so placed or screened so as not to interfere with any navigational light or signal or other marking.

- 12) **Protection of existing services:** The contractor must pay full attention to the fact that the existing service facilities for users are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

The contractor shall be held liable for all damages and any unauthorised interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and shall do any further work considered necessary by the Engineer's representative without any delay or else the cost of such repairing shall be recovered from his running bill for which Engineer's decision shall be final and binding.

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

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/ yards, dispose of the debris/ dismantled unserviceable materials beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

- 14) **Measures against pollution:** The contractor shall have to take proper measures against environmental pollution during execution of work as may be directed by the Engineer.

- 15) **Workmen and Wages:** The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

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

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. However, the contractor shall have to pay the minimum rates of wages whichever prevails higher between the minimum rates of wages declared by the Central Government and Government of West Bengal and its revisions from time to time.

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

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

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

- 16) **Compliance with EPF & MP Act:** The successful contractor will have to comply with provision of EPF & MP Act: 1952 (along with amendments, if any) issued from time to time. If asked for by the Principal Employer, the contractor will be required to submit photocopies of all payment challans and produce the original for verification to the representative of the principal employer, i.e., Superintending Engineer (Rly).
- 18) **Indemnification:** The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to:
- a) The Minimum Wages Act, 1948.
  - b) The Dock Workers (Regulation Of Employment) Act, 1948
  - c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
  - d) The Dock Workers' Safety, Health & Welfare Act , 1986
  - e) The Payment of Wages Act, 1936.
  - f) The Employees' 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 Vehicles Act, latest revision.

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

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

Service Tax, if leviable, will be paid extra by the Trustees as applicable. The bidder shall not include Service Tax in his rates. In case Service Tax is payable, the Contractor will be required to submit necessary bill/ challans/ invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to KoPT. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

However, Service Tax as applicable on the amount of liquidated damage as well as other recoveries, i.e. damage, penalty, land rent, etc., shall be deducted from the Contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

**CENVAT CRITERIA:** In the event of CENVAT-able bought out items, if any, the Contractor is required to ensure that invoices are drawn in the name of the Contractor and it should be marked "Account KOLKATA PORT TRUST" as per CENVAT Credit Rules and Regulations. KoPT would provide the Service Tax Registration No. for availing CENVAT Credit.

As far as possible, items are to be procured from first/ second stage dealer and the above formalities are to be maintained to the extent possible so that KoPT can avail the CENVAT credit.

An amount of Cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

- 20) **Dock permit:** Dock permit required for men, materials, vehicles and equipments etc. if required inside the docks are to be procured by the successful tenderer at free of cost as per recommendation of the executing departments/ divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable, will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.
- 21) The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**". Similarly, the expression "**Senior Executive Engineer**" (or its abbreviation) appearing anywhere in the tender documents, shall be construed to read as "**Superintending Engineer**".

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**Annexure-C(Contd)****SCHEDULE-T  
KOLKATA PORT TRUST**

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)  
(To be submitted with Part-I of Offer)

**Bidders must fill in the under noted columns.**

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

Annexure-C (Contd.)

(To be submitted with Part-I of Offer)

**SCHEDULE 'O' SHEET – 1**

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

A) In case of Limited Company -

1) Name of Company :

2) Address of its present registered office. :

3) Date of its incorporation :

4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :

5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :

6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :

7) Copies of audited balance sheets of the Company for the last three years. :

B) In case of a firm -

1) Name and address of the firm. :

2) When business started :

3) If registered a certified copy of certificate of registration. :

4) A certified copy of the Deed of Partnership :

5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :

6) Whether the firm pays income tax over Rs.10, 000/- per year :

**(To be submitted with Part-I of Offer)**

**SCHEDULE 'O' SHEET – 2.**

C) In case of an Individual:

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

Dated:

\_\_\_\_\_  
(Full signature of Bidder)

**Annexure – D**

**Documents to be uploaded along with Part-I**

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

- A) Self declaration of the bidder that the bidding firm 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.
- C) The un-priced “Abstract Form of Tender” & “Form of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- D) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled ‘Concurrent Commitment(s) of The Bidder’ vide Schedule-T (in Annexure-C) of the tender document.

**Scanned copy of the following documents to be uploaded:-**

- a) VAT registration certificate.
- b) Valid Trade Licence.
- c) Valid Professional Tax Clearance Certificate/ Up to date tax payment challan.
- d) Proof of possession of valid Employees’ Provident Fund (EPF) Account. PF registration certificate.
- e) Proof of being registered with Employees’ State Insurance Corporation (ESIC). ESI registration certificate.
- f) Details of the firm as per Schedule-O (in Annexure-C) of the tender document duly filled up.
- g) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- h) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (**i.e. 2013 – 2014, 2014-2015 and 2015-2016**) and the same should be audited as per relevant norms wherever required.
- i) EMD & Cost of Tender documents/ NSIC certificate.
- j) Certified copy of PAN Card.
- k) Service tax registration certificate.

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

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

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**Annexure - E**

**e-tender for “*Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year*”**

**PREAMBLE TO THE BILL OF QUANTITIES**

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
4. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contract.
5. Where separate items such as mobilization, demobilization, temporary works etc. have not been provided in the Bill of Quantities for works required under the Contract, there the cost of such works shall be deemed to have been included in the prices and rates of other items.
6. Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-
  - a) The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
  - b) The provision and maintenance of all his staff and labourers and their payments, accommodation, transport, taxes and other requirements.
  - c) Setting out including the location and preservation of survey markers, measurement and supervision.
  - d) The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
  - e) All First Aid, Welfare and safety requirements.
  - f) Damage caused to the works, plants, materials and consumable stores caused by weather.
  - g) License, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
  - h) Removal of debris and spoils of work including rejected materials, if any. The Contractor should be held responsible for the safe custody of materials, Machineries etc. at site procured by him or issued to him by the Trustees.
7. This being a percentage rate tender, the bidder shall quote his rates as percentage above/ below/ at par with the estimated amount put to tender online based on his own analysis.
8. The tender price thus established would be taken for comparative evaluation of the e-tenders.

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**BILL OF QUANTITIES**

**e-tender for “Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year”**

1.	Supplying daily labours for construction/ maintenance of roads/ buildings, water supply/ sewerage pipeline related works, loading/ unloading, sweeping/ cleaning etc.				
	a) Un-Skilled.	775 Nos.	415.14	Each	3,21,733.50
	b) Semi-Skilled.	25 Nos.	459.54	Each	11,488.50
	Supply of one 3-5 HP capacity diesel pump set of running condition on hire basis daily from 8.00 AM to 5.00 PM along with necessary pipes for suction and delivery of length approximate 15 metre and 50 metre respectively and other accessories and fittings like foot valve, clips etc. including Pump Driver/ Helper required to run the pump set for lifting of waste water from pits manholes, drains etc. as per direction of Engineer-in-Charge at site.	20.00 days	1,257.63	Day	25,152.60
	Provide charges of supplied fuel for running the Pump set as per necessity and requirements.	100.00	81.50	Hour	8,150.00
Total			= Rs.		3,66,524.60

(Rupees three lakh sixty six thousand five hundred twenty four and paise sixty only)

Rate offered by me/ us (Score out whichever is not applicable).

1) ..... % above par (+) Rs.

(in figures)

(in words)

2) At par

3) ..... % below par (-) Rs.

(in figures)

(in words)

Price not to be quoted here

Rs.

Total tendered amount in words : Rupees .....

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

Maximum number of workmen likely to be engaged in a day's work ..... numbers

T.R. No. & Date :

Permanent Income Tax A/C. No. :

VAT clearance certificate no. :

Date:

(Signature of Tenderer)

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

To  
The Chief Engineer,  
Kolkata Port Trust.

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

THE TOTAL AMOUNT OF TENDER Rs. ....

**Not to mention here**

(Repeat in words) \_\_\_\_\_

**Not to mention here**

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

I / We have deposited with the Trustees' 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 :

Signature :

Name of the Bidder :

Name :

Address :

(In Block Letters)

Address :

Occupation :

# **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**

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## **AMENDMENT**

### **TO**

### **GENERAL CONDITIONS OF CONTRACT**

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

Table under sub-clause (a)

<b>PREVIOUS</b>			<b>AS AMENDED</b>		
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)

<b>PREVIOUS</b>			<b>AS AMENDED</b>		
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 ]

## 1. DEFINITIONS

- 1.0 In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/ Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure& Civic Facilities), the Manager (Plant&Equipment), the Deputy Manager (Infrastructure & Civic Facilities), the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. 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 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 (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification
- 1.10 “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. 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 in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.   | Constructional Plant                              |
| 1.13 | “Site” means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.  | 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 uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). | Excepted Risks                                    |
| 1.17 | Word importing the singular only, also includes the plural and vice-versa where the context so requires.  | Singular/<br>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/<br>Marginal<br>Notes.                   |
| 1.19 | Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.  | Cost  |
| 2.0  | <b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER’S REPRESENTATIVE.</b>   |   |
| 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<br>Authority                           |
| 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<br>Engineer’s<br>Representative |
| 2.3  | <i>The Engineer shall have full power and authority:</i>  | Engineer’s<br>Power                               |
|      | (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.  |   |
|      | (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.   |   |

- 2.3 (c) to order for any variation, alteration and modification of the work and for extra works.
- (d) to issue certificates as per contract.
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) To grant extension of completion time.

2.4 *The Engineer's Representative shall:*

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

Power of  
Engineer's  
Representative.

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

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

Limitation of  
Engineer's  
Representative's  
Power

2.6 Provided also as follows :

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (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.

Engineer's Over-  
riding Power

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

- |     |   |  |
|-----|---|--|
| 3.1 | The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:                       | The tender must encompass all relevant aspects/ issues     |
| (a) | The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.   | Site & Local condition                                     |
| (b) | The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.   | Drawing/ Specification/ Nature & extent of work to be done |
| (c) | The accommodation required for the workmen and site office, mobilisation/ demobilisation and storage of all plant, equipment and Construction materials.  | Accommodation for Contractor's men/ materials              |
| (d) | The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.   | Water for drinking etc./ Electrical power                  |
| (e) | Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. | Payment of Taxes/ duties and observance of all statutes.   |
| (f) | Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.   | Payment of Stamp Duty by the Contractor                    |
| 3.2 | The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.  |  |
| 3.3 | If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/ partners/ share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.   | Disclosure of Owner's name.                                |
| 3.4 | (a) Unless otherwise stipulated in the Notice Inviting Tender/ Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.  | Earnest Money and Security Deposit.                        |

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

(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 un-accepted 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  
Forfeiture of E.M. before Acceptance of offer

(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.

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

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

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

Mode of recovery of balance S.D.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

Scale of S.D. recovery.

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

S.D. for supply contracts to be deposited in advance.

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

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

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

Mode of refund of S.D.

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

Forfeiture of S.D.

3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/ 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

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

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
- (a) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts: Applicability of laws on the contract
1. The Indian Contract Act, 1872.
  2. The Major Port Trusts Act, 1963.
  3. The Workmen’s Compensation Act, 1923.
  4. The Minimum Wages Act, 1948.
  5. The Contract Labour (Regulation & Abolition) Act,1970.
  6. The Dock Workers’ Act,1948.
  7. The 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 upon to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract. Contractor to Execute Contract Agreement
- 4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. Interpretation of contract documents – Engineers’ Power
- 4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. All Drawings are Trustees’ property.
- 4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of Contractor to prepare working/ progress drawings

cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.

- 4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. Contractor cannot sublet 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. 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. Contractor to submit his programme of work
- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/ agent of him at site. Contractor to supervise the works

- 4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. Contractor to deploy qualified men and Engineer's power to remove Contractor's men
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/ lines/ levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. Contractor is responsible for line, level, setting out etc.
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. Contractor is responsible to protect the work
- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structures/ persons caused by him in executing the work.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. Fossils, Treasure travois, etc. are Trustees' property
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of: Contractor to Indemnify the Trustees against

- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work. all claims for loss, damage, etc.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
- (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. Dismantled materials Trustees' property
- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following: Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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

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

- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19¼% 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 inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- (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.

Recovery from Contractor for Trustees' materials under other circumstances

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

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

Contractor to suspend work on Order from Engineer or his Representative

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.
- 6.0 TERMS OF PAYMENT :
- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.  
On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.
- 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
- Completion Certificate G.C.1.
- All interim payments are advances till issue of Certificate in Form G.C.2
- Payment on the basis of measurements at agreed rates.
- Limitation for on account payment
- Recording of measurements

Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that – Advance payment against Non-perishable materials
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,
  - (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.
- 6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account. Recovery for wrong and over payment
- 6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. Interest not admissible to Contractor
- 7.0 VARIATION AND ITS VALUATION:
- 7.1 The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. Quantities in Bill of Quantities of Tender
- 7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows: Engineer's power to vary the works
- (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's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed

- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.
- 8.0 DELAY/ EXTENSION OF COMPLETION TIME/ LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT
- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, 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. 'Liquidated Damage' and other compensation due to Trustees

(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/ damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/ damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

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

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

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

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

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

8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

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

#### 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

Contractor's obligation for maintenance of work.

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

Certificate of final completion

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

Refund of Security Deposit

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer's decision
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman's award.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5 Provided always as follows:

[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-

[b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

[c] Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *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  
.....  
.....  
.....

I/ We .....  
of .....

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' Financial Adviser & Chief Accounts Officer/ 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 :

## BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

### FORM OF AGREEMENT

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. WHEREAS the Trustees are desirous that certain works should be executed/ constructed, viz. .... and have accepted a Tender/ offer by the Contractor for the execution, construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Seal of .....

Was hereunto affixed in the presence of:

Name .....

Address .....

Or

### **SIGNED, SEALED AND DELIVERED**

by the said .....

In the presence of:

Name .....

Address: .....

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

Name .....

Address .....

**KOLKATA PORT TRUST**

**FORM G.C.1**

Contractor \_\_\_\_\_

Address -----  
-----

Date of completion:

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....

.....

Estimate No. E.E.0.....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

### FORM G.C.2.

The Financial Adviser & Chief Accounts Officer

#### **Certificate of Final Completion.**

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/ Messers ..... is now complete in every respect in accordance with the terms of the Contract and that all obligations under Contract have been fulfilled by the Contractor.

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

NAME .....

DESIGNATION .....

OFFICE SEAL

## KOLKATA PORT TRUST

### FORM G.C.3

(‘NO CLAIM’ CERTIFICATE FROM CONTRACTOR)

Superintending Engineer,  
Railway,  
51, C.G.R. Road,  
Kolkata – 700043,

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Signature of the Contractor)

Dated: .....

Name of Contractor: .....

Address: .....

.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**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 EMPLOYEER 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

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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 relieving 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 .....2010  
..... 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(IEM):**

- (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 Port 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.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....  
.....  
.....

Witness 2:

(Name & Address) .....  
.....  
.....