

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**NOTICE INVITING E-TENDER**

[Tender No. : I&CF/SDM/RZ/19-20/ET/25]

E-TENDER No.: 2020\_KoPT\_542533\_1

Estimated Cost: ₹ 5,26,00,000.00

**No: I&CF/SDM/RZ/19-20/ET/25/566**

**Date: 11.02.2020**

E-Tender under **two Stage Two part system** (Techno-Commercial Bid and Price Bid) are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria for the work of **“Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies.”**

**2.1 DOCUMENTS TO BE UPLOADED**

**2.1.1 ESSENTIAL DOCUMENTS:**

- i) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2016-2017, 2017-2018, 2018-2019) or a certificate from a chartered Accountant/Financial Auditor showing annual financial turnover of the company for the said financial years.

**2.1.2 OTHER DOCUMENTS**

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

- i) A Declaration as per **‘Bidding Form – I’** that no conditions / deviations have been added in the price part of the Bid & the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India & 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.
- ii) The **“Form Of Tender”** (without price quoted) vide **‘Bidding Form – II’** and un-priced **“Abstract Form Of Tender”** vide **‘Bidding Form – III’** & shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- iii) 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 **‘Bidding Form – IV’** of the tender document.
- iv) Details of the firm as per **“Bidders Profile”** vide **‘Bidding Form – V’** of the tender document.
- v) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- vi) Valid **Trade Licence**.
- vii) Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- viii) Certificate for allotment of **Employees’ Provident Fund (EPF) Code No.** [**Latest challan** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of

Affidavit), in this regard.

- ix) Registration certificate of **Employees' State Insurance (ESI)** authority, if applicable.

If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.

- x) **PAN Card**, issued by Income Tax Department, Government of India.
- xi) Micro & Small Enterprises (MSEs) shall submit the relevant documents for availing themselves waiver of EMD and cost of tender documents.

Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

- xii) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- xiii) All the bidders shall fill up the checklist vide 'Bidding Form – VI' to ensure consistency and completeness in submission of the required documents as mentioned above.

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

- 2.2 The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents (as mentioned in Clause no. 2.2.1) and Bid Document fee & Earnest Money Deposit, as applicable, is not submitted by the bidder.

### 2.3 AVAILABILITY OF THE BIDDING DOCUMENTS:

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

- [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) of **Central Public Procurement Portal**.
- <http://www.kolkataporttrust.gov.in> of **Kolkata Port Trust**.

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

## 2.4 PARTICIPATING IN THE BIDDING PROCESS:

The bidders will have to participate in the *electronic bidding process through the website of Central Public Procurement Portal , Government of India* ([https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app)) only.

Sd/-

**Sr. Dy. Manager (RZ & Spl RT)**  
**I & CF Division**  
**Haldia Dock Complex**  
Kolkata Port Trust

### **OTHER INSTRUCTIONS:-**

- a) E-Tenderers are invited on two Stage two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
- b) Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from KoPT website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.
- c) E-Tender Document shall neither be issued by post nor sold.
- d) E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.
- e) Bidders shall submit the Bid Document as stipulated in the “Terms & Condition” of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
- f) 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.
- g) E-Tenderers will be received through <https://eprocure.gov.in/eprocure/app> up to 15:00 hrs. on the last date of submission and opening of tender specified above.
- h) Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
- i) In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- j) It is stated here that the subject tender may not be extended further.

- k) 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.

Sd/-

**Sr. Dy. Manager (RZ & Spl RT)**  
**I & CF Division**  
**Haldia Dock Complex**  
Kolkata Port Trust

Copy to: P.S to Deputy Chairman for kind information of Deputy Chairman. [Enclo: **Flag-A & B**]

Copy to: General Manager (Finance), HDC, for information please. A copy of the detailed NIT (**FLAG-A, B & C**) is enclosed. He is also requested to depute one of his officers to attend the opening of the bids as previously mentioned.

Copy to: Sr. Dy. Manager (Admn.)-I, HDC, with a copy of Tender Notice (**FLAG-A & B**). He is requested to display the same at KoPT & HDC's WEBSITES (to be sent thr' e-mail).

Copy to: Dy. Manager – I & Dy. Manager – II(RZ & Spl. RT.), HDC for information please. A copy of the NIT (**FLAG-A, B & C**) is enclosed.

Copy to: H.C, RZ & Spl. RT. Section, I&CF Divn. for information and display of the detailed NIT (**FLAG-A, B & C**) in the Notice Board please.

Copy of short tender notice forwarded to: Manager (Marine Operations) / Sr. Dy. Manager (I&CF) – (IZ & R) / Sr. Dy. Manager (Dock), I&CF / Sr. Dy. Manager (P&E)-I / Sr. Dy. Manager (Admn.) – I / Sr. Dy. Manager (Finance) / Sr. Dy. Manager (Sh & CH)-I / Sr. Dy. Manager (Rly.) / Sr. Dy. Manager (MM) / Medical Superintendent (PH)-I, Haldia Dock Complex.

It is requested to arrange for display of the enclosed '**SHORT E-TENDER NOTICE**' in the Office Notice Board.

**Encl.:** SHORT E-TENDER NOTICE.

**SCHEDULE OF TENDER (SOT)**

[Tender No. : I&amp;CF/SDM/RZ/19-20/ET/25]

**E-TENDER No.: 2020\_KoPT\_542533\_1**

3.1.	Name of work	::	Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies.
3.2.	Tender Inviting Authority	::	Sr. Dy. Manager (RZ & Spl RT), I & CF Division, Haldia Dock Complex, Kolkata Port Trust.
3.3.	Mode of Tender	::	<b>e-Procurement System</b> Online (Pre-qualification, Techno-commercial Bid and Price Bid, in one part) through <a href="https://eprocure.gov.in/eprocure/">https://eprocure.gov.in/eprocure / app</a> of <b>Central Public Procurement Portal, Government of India.</b> <i>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</i>
3.4.	Estimated Cost	::	<b>₹ 5,26,00,000.00 [Indian Rupees: Five Crore Twenty Six Lakh Only]</b> (Excluding GST)
	i) <b>Bid Document Fee</b> (Cost of bidding documents)	::	The intending bidders should deposit <b>₹ 2950.00 (Indian Rupees: Two Thousand Nine Hundred Fifty) only [including GST @ 18%], as Bid Document Fee (non-refundable)</b> , to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank , payable at Haldia , otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	The intending bidders must deposit <b>₹ 10,52,000.00 (Indian Rupees: Ten Lakh Fifty Two Thousand only)</b> , as <b>Earnest Money</b> , to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank , payable at Haldia , otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
3.5.	Completion Period	::	As per Clause 7.10.
3.6.	Bid Validity	::	4 (Four) months
3.7.	Security Deposit	::	As Per Clause 7.30
3.8.	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.	::	<b>03.03.2020, up to 15:00 Hrs. (IST).</b> <b>(Scanned copy of the DD/Banker's Cheque should be Uploaded on line).</b>
3.9.	i) Starting date & time of submission of e-Tender	::	<b>11.02.2020 from 15:00 Hrs. (IST).</b>
	ii) Closing date & time of	::	<b>03.03.2020, up to 15:00 Hrs. (IST).</b>

	<b>submission of e-Tender</b>		
	iii) <b>Date &amp; time of opening of Bid (Techno-commercial Bid &amp; Price Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</b>	::	<b>04.03.2020, 15:30 Hrs. (IST) onwards.</b>
<b>3.10.</b>	<b>Address of the Employer</b>	::	<b>Kolkata Port Trust (KoPT).</b> 15 Strand Road, Kolkata – 700 001, West Bengal, India.
<b>3.11.</b>	<b>Address of Engineer</b>	::	<b>Sr. Dy. Manager (RZ &amp; Spl RT) (I &amp; CF Divn.)</b> Haldia Dock Complex; Kolkata Port Trust.  <b><u>Address:</u></b> Township Civil Maintenance Office Cluster- 5; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India.  <b>Telephone no. :</b> 03224-263389 <b>E. mail :</b> <a href="mailto:bsengupta.hdc@kolkataporttrust.gov.in">bsengupta.hdc@kolkataporttrust.gov.in</a>

**Sd/-**  
**Sr. Dy. Manager (RZ & Spl RT)**  
**I&CF Division**  
**Haldia Dock Complex**

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**SHORT E-TENDER NOTICE**

[Tender No. : I&CF/SDM/RZ/19-20/ET/25]

**E-TENDER No.: 2020\_KoPT\_542533\_1**

Online e-tenders are invited for the work of “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies.”

Closing date & time of online submission of e-tender : **03.03.2020**, up to 15:00 Hrs.

**Estimated Cost: ₹ 5,26,00,000.00 [Indian Rupees: Five Crore Twenty Six Lakh Only] (Excluding GST).**

For details of tender and any corrigendum / addendum, please visit

<https://eprocure.gov.in/eprocure/app> of [Central Public Procurement Portal, Government of India.](https://eprocure.gov.in/)  
or

<http://www.kolkataporttrust.gov.in> of **Kolkata Port Trust.**

However, intending bidder shall have to participate in bidding process through <https://eprocure.gov.in/eprocure/app> only.

Sd/-  
**Sr. Dy. Manager (RZ & Spl RT)**  
**I & CF Division**  
**Haldia Dock Complex**  
Kolkata Port Trust

कोलकाता पत्तन न्यास  
**KOLKATA PORT TRUST**

हल्दिया गोदि परिसर  
**HALDIA DOCK COMPLEX**



**INFRASTRUCTURE & CIVIC FACILITIES (I&CF) DIVISION**  
**RESIDENTIAL ZONE (RZ)**  
**INVITE E-TENDER**

[TENDER No. : I&CF/SDM/RZ/19-20/ET/25]

[ E-TENDER No.: 2020\_KoPT\_542533\_1]

**FOR**

**EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN  
EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN OF  
HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE  
AGENCIES.**

**[Under Two Stage Two part system]**

**February - 2020**



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KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**SHORT E-TENDER NOTICE**

[Tender No. : I&CF/SDM/RZ/19-20/ET/25]

**E-TENDER No.: 2020\_KoPT\_542533\_1**

Online e-tenders are invited for the work of “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”.

Closing date & time of online submission of e-tender : **03.03.2020**, up to 15:00 Hrs.

**Estimated Cost: ₹ 5,26,00,000.00 [Indian Rupees: Five Crore Twenty Six Lakh Only].** (excluding GST).

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**or**

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**Sr. Dy. Manager (RZ & Spl RT)**  
**I & CF Division**  
**Haldia Dock Complex**  
Kolkata Port Trust

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**NOTICE INVITING E-TENDER**

[Tender No. : I&CF/SDM/RZ/19-20/ET/25]

**E-TENDER No.: 2020\_KoPT\_542533\_1**

E-Tender under Two Stage two part system (Techno-Commercial Bid and Price Bid) are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria for the work of “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”.

**Estimated Cost: ₹ 5,26,00,000.00**

**2.1 DOCUMENTS TO BE UPLOADED**

**2.1.1 ESSENTIAL DOCUMENTS:**

- i) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2016-2017, 2017-2018 & 2018-2019) or a certificate from a chartered Accountant/Financial Auditor showing annual financial turnover of the company for the said financial years.

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

- i) A Declaration as per ‘**Bidding Form – I**’ that no conditions / deviations have been added in the price part of the Bid & the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India & 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.
- ii) The “**Form Of Tender**” (without price quoted) vide ‘**Bidding Form – II**’ and un-priced “**Abstract Form Of Tender**” vide ‘**Bidding Form – III**’ & shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- iii) 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 ‘**Bidding Form – IV**’ of the tender document.
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- v) Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
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- viii) Certificate for allotment of **Employees' Provident Fund (EPF) Code No.** [**Latest challan** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
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**Note:** The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

- 2.2** The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents (as mentioned in Clause no. 2.2.1) and Bid Document fee & Earnest Money Deposit, as applicable, is not submitted by the bidder.

### **2.3 AVAILABILITY OF THE BIDDING DOCUMENTS:**

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

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- <http://www.kolkataporttrust.gov.in> of Kolkata Port Trust.

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

#### **2.4 PARTICIPATING IN THE BIDDING PROCESS:**

The bidders will have to participate in the *electronic bidding process through the website* of Central Public Procurement Portal , Government of India ([https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) ) *only*.

**Sr. Dy. Manager (RZ & Spl RT)**  
**I & CF Division**  
**Haldia Dock Complex**  
Kolkata Port Trust

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

**[Tender No. : I&CF/SDM/RZ/19-20/ET/25]**

**E-TENDER No.: 2020\_KoPT\_542533\_1**

<b>3.1.</b>	<b>Name of work</b>	::	Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies.
<b>3.2.</b>	<b>Tender Inviting Authority</b>	::	<b>Sr. Dy. Manager (RZ &amp; Spl RT), I &amp; CF Division,</b> Haldia Dock Complex, Kolkata Port Trust.
<b>3.3.</b>	<b>Mode of Tender</b>	::	<b>e-Procurement System</b> Online (Pre-qualification, Techno-commercial Bid and Price Bid, in one part) through <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> <b>eprocure / app</b> of <b>Central Public Procurement Portal, Government of India.</b> <i>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</i>
<b>3.4.</b>	<b>Estimated Cost</b>	::	<b>₹ 5,26,00,000.00 [Indian Rupees: Five Crore Twenty Six Lakh Only].</b> (Excluding GST).
	i) <b>Bid Document Fee</b> (Cost of bidding documents)	::	The intending bidders should deposit <b>₹ 2,950.00 (Indian Rupees: Two Thousand Nine Hundred Fifty) only [including GST @ 18%], as Bid Document Fee (non-refundable),</b> to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank , payable at Haldia , otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	The intending bidders must deposit <b>₹ 10,52,000.00 (Indian Rupees: Ten Lakh Fifty Two Thousand only) only, as Earnest Money,</b> to Haldia Dock Complex, through DD / Banker's Cheque in favour of Kolkata Port Trust on any Scheduled / Nationalized Bank , payable at Haldia , otherwise, their bid will be summarily rejected, treating the same as non-responsive. Scanned copy of the DD / Banker's Cheque should be uploaded.
<b>3.5.</b>	<b>Completion Period</b>	::	As per Clause 7.10.
<b>3.6.</b>	<b>Bid Validity</b>	::	4 (Four) months
<b>3.7.</b>	<b>Security Deposit</b>	::	As Per Clause 7.30

<b>3.8.</b>	<b>Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.</b>	::	<b>03.03.2020, up to 15:00 Hrs. (IST). (Scanned copy of the DD/Banker's Cheque should also be Uploaded on line).</b>
<b>3.9.</b>	<b>i) Starting date &amp; time of submission of e-Tender</b>	::	<b>11.02.2020 from 15:00 Hrs. (IST).</b>
	<b>ii) Closing date &amp; time of submission of e-Tender</b>	::	<b>03.03.2020, up to 15:00 Hrs. (IST).</b>
	<b>iii) Date &amp; time of opening of Techno-commercial Bid (Opening of Price Bid will be intimated separately)</b>	::	<b>04.03.2020, 15:30 Hrs. (IST) onwards.</b>
<b>3.10.</b>	<b>Address of the Employer</b>	::	<b>Kolkata Port Trust (KoPT).</b> 15 Strand Road, Kolkata – 700 001, West Bengal, India.
<b>3.11.</b>	<b>Address of Engineer</b>	::	<b>Sr. Dy. Manager (RZ &amp; Spl RT) (I &amp; CF Divn.)</b> Haldia Dock Complex; Kolkata Port Trust.  <b><u>Address:</u></b> Township Civil Maintenance Office Cluster- 5; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India.  <b>Telephone no. :</b> 03224-263389 <b>E. mail :</b> <a href="mailto:bsengupta.hdc@kolkataporttrust.gov.in">bsengupta.hdc@kolkataporttrust.gov.in</a>

**Sr. Dy. Manager (RZ & Spl RT)**  
**I&CF Division**  
**Haldia Dock Complex**

## **SECTION - IV**

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

#### **4.1 Introduction:**

**4.1.1** Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the **Central Public Procurement Portal (CPPP)** , **Government of India** , <https://eprocure.gov.in/eprocure/app>, before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

**4.1.2** The intending bidders are requested to go through the “**Instructions To Bidders (IB)**” and contents of this bidding document, including all terms & conditions and Technical Specifications, before submitting online tender. Bidders who do not comply with the requirements / conditions, with documentary proof (wherever required), will not qualify in the tender.

**4.1.3** **SPECIAL NOTE:**

**THE PRE-QUALIFICATION & TECHNO-COMMERCIAL BID AND PRICE BID SHALL HAVE TO BE SUBMITTED ON-LINE AT [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app) only.**

**4.1.4** Possession of valid Digital Signature Certificate (DSC) and Registration of the intending bidder with **CPPP** are pre-requisites for the instant e-Tendering.

**4.1.5** The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app).

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

**4.1.7** The e-Tender platform shall remain open from the pre-announced date & time and for as much duration as mentioned in the Schedule of Tender (SOT).

**4.1.8** E-tender cannot be accessed after the closing date and time of e-Tender, mentioned in the Schedule of Tender (SoT) of the instant bidding documents.

**4.1.9** **The intending bidders are requested to submit their bids, keeping sufficient time in hand.**

**4.1.10** In case of any clarification regarding online submission of bids, the intending bidders are requested to contact HDC / CPPP, well in advance, keeping sufficient time in hand.



**Contact person (Haldia Dock Complex):**

- (i) Shri B. Sengupta  
Designation: Sr. Deputy Manager ( I&CF Division)  
Mobile No.: + 91 9434063574; Landline: + 91-03224-263389  
E-mail : [bsengupta.hdc@kolkataporttrust.gov.in](mailto:bsengupta.hdc@kolkataporttrust.gov.in)

**Contact persons (CPP Portal):**

Shri Nazmush  
Mobile No.: + 91 9563251950  
E-mail : [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com) [See also CPP Portal for contact details]

**4.1.11 Bidding in e-tender:**

- i) The bidders must upload all the documents required as per the instant bidding documents (including Notice Inviting e-Tender). Any other document uploaded, which is not required as per the instant bidding documents (including Notice Inviting e-Tender), shall not be considered.
- ii) Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
- a) Name of remitting bidder :
  - b) Tender No. :
  - c) Amount remitted :
  - d) Date of remittance :
  - e) DD/BC No.:
- iii) Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
- a) Name of remitting bidder :
  - b) Tender No. :
  - c) Amount remitted :
  - d) Date of remittance :
  - e) DD/BC No.:
- iv) Micro & Small Enterprises (MSEs) shall submit the relevant documents for availing themselves waiver of EMD and cost of tender documents.
- Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.
- v) Unit of Measure (UOM) is indicated in the e-Tender platform. Rate to be quoted should be in Indian Rupees, as per UOM indicated in the e-Tender platform or in the bidding documents.
- vi) The bidders should quote their offered prices appropriately, only in the Price Bid link. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

## **4.2 Other Instructions related to e-Procurement:**

- 4.2.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with CPPP. The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4.2.2** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.
- 4.2.3** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of CPPP.  
Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of CPPP to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the intending bidders.
- 4.2.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.
- 4.2.5** HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.2.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.2.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 4.2.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.2.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.2.10** HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

#### **4.3 Opening of Bid [Techno-commercial Bid and Price Bid] :**

- 4.3.1** The Bids (Techno-commercial Bid and Price Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).

## **SECTION - V**

### **INSTRUCTIONS TO BIDDERS (IB)**

#### **A. GENERAL**

##### **5.1 Preface**

- (a) The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, and Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the SR. DY. MANAGER (RZ), I&CF on any working day before quoting for the tender.

##### **5.2 Fraud and corruption**

**5.2.1** It is the policy of **Kolkata Port Trust (KoPT)** to require that bidders, Contractors, Sub-contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **KoPT** :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts, in order to influence a public procurement process or the execution of a contract;
  - (iii) “**collusive practice**” means a scheme or arrangement between two or more bidders, designed to establish Bid Prices at artificial , non competitive levels;  
and
  - (iv) “**coercive practice**” means harming, or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that the bidder, recommended for award, has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) Will terminate contract, if it determines at any time that representatives of KoPT engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract ;
- (d) will sanction a firm or individual, including declaring them

ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract;

and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring bidders, contractors, subcontractors, and consultants to permit KoPT to inspect their accounts and records and other documents relating to the bid submission and contract performance.

**5.2.2** Furthermore, bidders shall be aware of the provision stated in GCC.

### **5.3 Good Conduct**

**5.3.1** If a bidder has had previous history of “defined misconduct” (such as banning from by any government sector/PSUs/any public authority, premature termination of a contract solely on bidder’s fault, criminal case pending against the company or its owner / current director filed by a government entity etc.) his offer is liable to be ignored.

### **5.4 Eligible bidders**

**5.4.1** A Bidder, and all parties constituting the Bidder, shall be deemed to have nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of the country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or contractors for any part of the contract, including related services

**5.4.2** A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder and one or more parties :

- (a) Submit more than one bid in this bidding process.

Or

- (b) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by **KoPT** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under the instant Bidding Documents.

**5.4.3** Participating by a Bidder in more than one bid shall result in the disqualification of all bids, in which such Bidder is involved.

**5.4.4** A Bidder that is under a declaration of ineligibility by **KoPT**, in accordance with **IB Clause No.5.2**, at the date of contract award shall be disqualified.

## **5.5 Authority in signing the bid / offer**

- 5.5.1** In case the bid is submitted by a **Proprietorship Firm**, the same should be signed either by the **Proprietor** or other person(s), holding a valid **power of attorney / authorisation** from the proprietor, in connection with this bidding process. The signature of such power of attorney holder(s) / authorised person(s) should be attested by the proprietor. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.5.2** In case the bid is submitted by a **Partnership Firm**, the same should be signed either by the partner(s), holding valid **power of attorney** from the partners or other person(s), holding valid **authorisation** from such power of attorney holder(s) , subject to approval of the partner(s) in the matter of giving such authorization, in connection with this bid. The signature of such **power of attorney holder(s) / authorised person(s)** should be attested by the **partners** or **power of attorney holder**, as the case may be. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.5.3** In case the bid is submitted by a **Limited Company**, the same should be signed by the person(s) holding valid **power of attorney / authorisation**, executed in his / their favour ( in connection with this bid) and the signature of such **power of attorney holder(s) / authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company. Such **power of attorney / authorisation** should be uploaded along with **Techno-commercial Bid**.
- 5.5.4** Such **power of attorney holder(s) / authorised person(s)** should put his / their signature identical with the attested one, in the relevant documents submitted / uploaded, in connection with the instant bidding process [including “**Techno-commercial Bid**”]. In case of putting different signatures in different documents / offers, all such signatures should be attested by the same person in line with the above.

## **B. CONTENTS OF BIDDING DOCUMENTS**

### **5.6 Sections of Bidding Documents**

- 5.6.1** The contents of the **Bidding Documents** as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum issued.
- 5.6.2** The Employer (KoPT) is not responsible for the completeness or correctness of the bidding documents and their Addenda, if they were not obtained directly from the source indicated in Notice Inviting e-Tender.
- 5.6.3** The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents [considering all addenda / corrigenda issued] may result in the rejection of the bid.

## **5.7 Amendment of Bidding Documents**

- 5.7.1** At any time, prior to the last date for submission of bids, **KoPT** may, for any reason whether at its own initiative or in response to the **queries/ observations/suggestions/requests for clarification**, amend and modify the bidding documents by issuing Addenda/Corrigenda. Such Addenda/Corrigenda will be hosted in the websites, as specified in the **Notice Inviting e-Tender**.
- 5.7.2** Any Addendum/Corrigendum, thus issued, shall be part of the bidding documents and shall be communicated, in writing, to all the known prospective bidders (i.e., who would attend Pre-bid Meeting or submit queries / observations / suggestions or request for clarification), in writing, well in advance to the last date of submission of bids.
- 5.7.3** To give prospective bidders reasonable time to take the Addendum / Corrigendum into account in preparing their bids, **KoPT** may, at their discretion, extend the last date for submission of the bids, prior to the closing date & time of e-Tendering.

## **C. PREPARATION OF BIDS**

### **5.8 Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of their bid, and **KoPT** shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **5.9 Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid, exchanged by the Bidder and **KoPT**, shall be written in the **English language only**. If the supporting documents and printed literature, that are part of the bid, are in another language, they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, such translation shall govern.

### **5.10 Documents comprising the Bid**

**5.10.1** The Bid shall comprise of the following :-

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

The Pre-qualification & Techno-commercial Bid comprises all documents [including the Bidding Forms (provided in these bidding documents), duly filled in, signed and stamped] required to be submitted as per the Notice Inviting e-Tender, Schedule of Tender (SoT), Instructions To Bidders (IB) and any other relevant clause(s) of these bidding documents.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically, through the website of CPPP only.

### 5.11 Form of Tender & Abstract Form Of Tender

The bidder shall have to submit (upload) the “**FORM OF TENDER**” & “**ABSTRACT FORM OF TENDER**”. This forms **must be completed without any alterations** to its format, and no **substitutes shall be accepted**. All blank spaces shall be filled in with the information requested. Such **duly filled in “FORM OF TENDER”** should be uploaded.

### 5.12 Bill of Quantities

**5.12.1** The Bidder shall quote the Unit Price and the Quantity on-line (**through CPP portal only**) as per the **Bill of Quantities** (Bill of Quantities) in the Price bid, without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation.

### 5.13 Bid Prices

**5.13.1** The Unit Price & the Quantity is to be quoted by the Bidder **through CPP portal**, considering the work requirements, as detailed in **Section VI (Technical Specification)** and other terms & conditions of the Bidding Documents (considering all addenda / corrigenda issued).

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

**5.13.3** The Price & Quantity entered (electronically through CPP Portal) by the **Bidder**, shall be based on the Bill of Quantities, which include, inter alia, all costs and expenses involved in or arising out of the following:

- (a) Supply, delivery, inspection, transportation (including insurance), handling, receipt and storage of all required materials [in line with Technical Specification (Section VI)] and equipment at site.
- (b) The provision, storage, transport, handling, use, distribution & maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
- (c) The provisions & maintenance of all their staff & labour and their payment, accommodation, transport, fares and other requirements.
- (d) All required first aid, welfare and safety requirements.
- (e) Damage caused to the work and /or construction, plant, materials and consumable stores caused by weather.

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

**5.13.5** Rates & amounts quoted by the bidders in the “**BILL OF QUANTITIES**”, include all incidental charges [excluding Goods and Services Tax (GST)], as applicable, and charges for packing, forwarding,



loading, handling, carrying to any lead, stacking, transportation, permits, overheads & profit, etc. necessary for the complete services as described in this Bidding Document.

GST, as applicable, shall be paid extra against proper invoice submitted by the Contractor.

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

In case of any failure on the above account, GST amount, even if paid by KoPT, shall be recoverable from the Contractor.

- 5.13.6** All price(s) & Quantities, will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.

However, changes **in statutory taxes & duties [other than GST] will be adjusted** (within the scheduled completion period), based on documentary evidence.

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

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

#### **5.14 Currencies of Bid**

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

#### **5.15 Period of validity of bids**

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

- 5.15.2** In exceptional circumstances, prior to the expiration of the bid validity period, **KoPT** may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

A Bidder may refuse the request, without forfeiting their **Earnest Money Deposit (EMD)**. A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by **KoPT**, in writing.

#### **5.16 Earnest Money Deposit (EMD) & Bid Document Fee**

- 5.16.1** The intending bidders should deposit an amount specified in the **Schedule of Tender (SoT)**, as **Earnest Money Deposit (EMD)**, in accordance with the procedure mentioned therein.

**5.16.2 Earnest money and cost of bidding document are to be physically deposited** at the office of Sr. Dy. Manager (RZ & Spl RT) (I&CF), Haldia Dock Complex, Township Civil Maintenance Office ,P.O: Haldia Township, Dist.: Purba Medinipur; PIN: 721 607; West Bengal; India, separately in a single sealed envelope, mentioning Tender no. with proper marking Demand Draft/ Banker's Cheque / Pay Order etc. against Earnest money and cost of bidding document, should be submitted / deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Bidding Document.

**5.16.3** Failing to deposit the Earnest Money, in accordance with IB, shall be rejected by the Employer (KoPT), treating the same as non-responsive.

For exemption of EMD the bidder is required to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority.

**5.16.4 Refund of Earnest Money Deposit:**

Earnest Money Deposit of the successful bidder shall be retained by KoPT and Refund of Earnest Money Deposit of the unsuccessful bidders shall be processed, without interest, after the date of finalization/acceptance of tender.

In case the bid of the **successful bidder** is found acceptable to **KoPT** and contract is awarded with them, the **Earnest Money Deposit** of the **successful bidder (Contractor)** shall be retained by **KoPT** till submission of **Performance Guarantee / Security Deposit** (in accordance with **IB**) and signing of the **Contract Agreement** by **KoPT** and the Contractor (in accordance with **IB**), and shall be refunded thereafter.

In case, the successful bid is not found acceptable to KoPT, Earnest Money Deposit of the successful bidder shall be refunded after the decision, in this regard, is finalized by KoPT.

**5.16.5** No interest shall be payable on the account of Earnest Money Deposit in any case.

**5.16.6 Forfeiture of Earnest Money Deposit :**

The EMD may be forfeited

- (a) if a Bidder withdraws their offer within the validity period of the bid / offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by Kolkata Port Trust, Haldia Dock Complex in writing) making it unacceptable to the Kolkata Port Trust, Haldia Dock Complex;

or,

- (b) If the successful bidder,

- i) Fails to submit the Performance Guarantee / Security Deposit (as per SCC ) for the specified sum and in the specified form, within the stipulated time;
- and / or,
- ii) Fails to carry out the work or to perform / observe any of the conditions of the contract,

For the purpose of this provision, the validity period (of the bid / offer) shall include any / all extension thereof, agreed by the Bidder in writing. KoPT shall also be at liberty to deduct any of their dues from Earnest Money. It should be however be clearly understood that in case of any default in any terms and or condition of the contract after placement of order but before submission of Performance Guarantee / Security Deposit (as per SCC), the same shall be dealt with in accordance with the relevant provisions of contract, including forfeiture of Earnest Money.

#### **5.17 For Micro & Small Enterprises**

- 5.17.1** Micro & Small Enterprises (MSEs) shall submit the relevant documents for availing themselves waiver of EMD and cost of tender documents.
- 5.17.2** Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid **MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.**

### **D. SUBMISSION AND OPENING OF BIDS**

#### **5.18 Submission of bids**

- 5.18.1** Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through CPPP only.**
- 5.18.2** The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **IB**], in the aforesaid portal, in support of their **Pr-qualification Criteria and Techno-commercial Bid.**
- 5.18.3** Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **IB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.
- 5.18.4** Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.
- 5.18.5** The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, Kolkata Port Trust.**
- 5.18.6** The **Price Bid** comprised the prices & Quantities and the same are to be

submitted electronically, through the website of **CPPP** only. *No hardcopy of priced “Bill of Quantities” is required to be uploaded.*

**5.19 Techno-commercial offer**

**5.19.1** No techno-commercial deviation and variation will be considered by KoPT, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.

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

**5.20 Priced offer**

The Bidder should quote the rate appropriately in the PRICE BID, electronically, through the website of **CPPP** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation.*

**5.21 Deadline for submission of bids**

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

**5.21.2** **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **IB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**5.22 Late Bids**

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

**5.23 Withdrawal of bids**

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

**5.23.2** No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the “**FORM OF TENDER**” or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.

**5.23.3** Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **IB**.

**5.24 Bid opening [including Price Bid]**

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

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

## **E. EVALUATION OF BIDS**

### **5.25 Confidentiality**

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

**5.25.2** Any attempt by a Bidder to influence KoPT in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid and forfeiture of **EMD**.

**5.25.3** Notwithstanding **IB Clause No. 5.25.2**, from the time of bid opening to the time of contract award, if any Bidder wishes to contact KoPT on any matter related to the bidding process, they should do so in writing.

### **5.26 Clarification of bids**

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for a clarification of their bid. The Employer (KoPT) may also ask any bidder to withdraw any terms/conditions mentioned by them in their offer, which are not in conformity with the terms & conditions specified in the bidding documents. In case any bidder fails to submit required clarification within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the clarifications, which may result in disqualification of the corresponding bidder for the instant tender. Any clarification submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered or permitted, nor will the bidder be permitted to withdraw their bid before expiry of the validity period of the bid.

### **5.27 Deviations, reservations and omissions**

During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding documents ;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents ; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

### **5.28 Responsiveness of bids**

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

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

- (a) if accepted, would

- i) affect in any substantial way the scope, quality, or performance of the work specified in the Contract; or
    - ii) limit in any substantial way, inconsistent with the Bidding Documents, KoPT's rights or the bidder's obligations under the proposed contract; or
  - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 5.28.3** Bidders shall not contain the following information / conditions to consider them responsive :
- (a) Either direct or indirect reference leading to reveal the prices of the bids in the Techno-commercial offers;
  - (b) Adjustable prices, other than the provisions stated in **IB**.
- 5.28.4** If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by KoPT and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

## **5.29 Nonconformities, errors and omissions**

- 5.29.1** During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (KoPT) may, at their discretion, ask any bidder for submitting any document(s) [in case of shortfall in required documents (relating to capacity or otherwise)]. In case any bidder fails to submit required documents within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents, which may result in disqualification of the corresponding bidder for the instant tender.
- Any document submitted by a bidder, which is not in response to a request by the Employer (KoPT), shall not be considered. The Employer's (KoPT's) request for submission of further document(s) shall be in writing.
- 5.29.2** **KoPT** shall examine the bids [including the further documents / clarifications received in accordance with **IB**] to confirm that all documents requested in **IB** have been provided and to determine the completeness of each document submitted.
- 5.29.3** Provided that a bid is substantially responsive, **KoPT** may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

## **5.30 Examination of Pre-qualification Criteria**

- 5.30.1** At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received in accordance with **IB**] will be scrutinized and evaluated.
- 5.30.2** KoPT may, at their discretion, seek any other detail(s)/document(s), in subsequent course, to ascertain and get confirmed about the competence of the bidder. In case any bidder fails to submit required detail(s)/document(s) within the time stipulated by the Employer (KoPT), in this regard, the tender would be processed in absence of the documents,

which may result in disqualification of the corresponding bidder for the instant tender. While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

- 5.30.3** In case it is found that the Pre-qualification Criteria has not been fulfilled by the bidder or otherwise their participation has not been found acceptable to **KoPT**, the respective bid will be treated as non-responsive and “Price Bid” of the respective Bidder will not be considered further.

### **5.31 Examination of Techno-commercial offer**

- 5.31.1** After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.
- 5.31.2** **KoPT** shall examine the bid to confirm that all terms and conditions specified in the **Technical Specification (Section VI), GCC (Section VII)** and **SCC (Section VIII)** have been accepted by the bidder without any material deviation or reservation or omission.
- 5.31.3** If on examination of the “**Techno-commercial Bid**” of pre-qualified bidders, it is found that they have not accepted all Techno-commercial terms & conditions of the Bidding Documents [considering all addenda / corrigenda, issued], “**Price Bid**” part of such bidder(s) will not be considered. Decision of **KoPT** on this matter shall be final.

### **5.32 Examination of Price Bid**

**PRICE BIDS** of the bidders, who qualify in the “Pre-qualification & Techno-commercial Bid”, will only be considered for evaluation.

### **5.33 Comparison & Evaluation of Price-Bid and selection of Successful Bidder**

- 5.33.1** During evaluation of Price Part, provided that the bidder submits his offer following tender stipulations & specifications, **the highest offer** received shall be considered for acceptance by the Trustees.
- 5.33.2** It may so happen that multiple offers for the entire work may have to be considered. Then the **highest rate** as approved by the Trustees should be applicable for the other bidders for their proposed quantity of work.
- 5.33.3** The MSE’s registered with NSIC / DIC shall not be eligible to get any benefit other than exemption from payment of EMD & Cost of Bidding Document as per New Public Procurement Policy as notified by the Govt. of India, Ministry of Micro Small & Medium Enterprises (MSME) in the Gazette of India vide no. 503, dated 26.03.2012, as splitting of the work can not be done, it being a composite work.
- 5.33.4** It is not obligatory on the part of **KoPT** to accept the highest bid. They reserve the right to accept a tender in full or in part and / or reject a tender without assigning any reason thereof.
- 5.33.5** In the event of acceptance of tender in part, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s), based on the percentage quoted in the Price Bid

and tender terms & conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole, no plea for subsequent withdrawal or the amendment will be entertained.

#### **5.34 Detail Scrutiny of e-tender & Non-responsive Offers**

**5.34.1** During techno-Commercial Evaluation of tender, an offer shall be considered non-responsive in case:-

- (i) is not accompanied by requisite earnest money
- (ii) is not accompanied by requisite tender paper cost
- (iii) validity of the offer is less than tender stipulation
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely
- (vi) Non-submission of Essential Documents.

**5.34.2** 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.

**Note:** The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder

#### **5.35 KoPT's right to accept any bid and to reject any or all bids**

**5.35.1 KoPT** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### **F. AWARD OF CONTRACT**

#### **5.36 Cost of Dredged Spoils**

The successful bidder shall have to pay in advance 100% of the sanctioned quantity of earth to be extracted and removed in the form of a Demand draft in favour of Kolkata Port Trust , Haldia Dock Complex.

**5.37** Subject to **IB Clause No. 5.33.**, **KoPT** shall award the contract to the Bidder whose offer has been determined to be the **highest** evaluated bid [as per **IB Clause No. 5.32**] and is substantially responsive to the Bidding Documents.

#### **5.38 Notification of award**

Prior to the expiration of the period of bid validity or extended validity in accordance with **IB**, **KoPT** shall notify the **Successful Bidder**, in writing, that their bid has been accepted. The notification letter (hereinafter called the “**Letter of Acceptance**”) will be treated as “**Order Letter**” and will constitute the formation of the contract. Such order letter shall specify the “**Contract Price**” in line with **GCC Clause No. 7.1.4 a).**

#### **5.39 Signing of contract agreement**

**5.39.1** After placement of order, **contract agreement** [as per the form furnished



in **Section- XI]** should be executed between **Kolkata Port Trust** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **₹50.00**] & **dummy papers**.

**5.39.2** The **contract agreement form & Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

**5.39.3** Two sets of executed **Contract Agreement**, duly signed by authorised person of **KoPT** & authorized person of the Contractor (Successful Bidder), will be kept under **KoPT**'s custody, after affixing the Common Seal of **KoPT**. One set of such **executed Contract Agreement** will be handed over to the Contractor for their record & future reference.

**5.39.4** Total process of executing contract agreement should be completed within 14 days of issuance of "Letter of Acceptance" by KoPT. Until such contract agreement is executed, the other documents referred to the definition of the term "Contract" [**GCC Clause**], shall collectively be the contract.

#### **5.40 Miscellaneous**

**5.40.1** Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered

**5.40.2** 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.

**5.40.3** 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.

**5.40.4** 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.

**5.40.5** 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.

**5.40.6** 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 Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

## **SECTION - VI**

### **TECHNICAL SPECIFICATION**

**A. Scope of Work:**

- 6.1. Scope of Work includes-
- a) Haldia Dock Complex intends to remove soil (dredged spoil) from demarcated areas to the West of Turning Basin, outside Dock boundary wall of Haldia Dock Complex area. The successful Bidder shall have to make all necessary arrangements as described in the Tender and as may be implied for collecting and transporting the above soil, which may be required for satisfactory completion of the work.
  - b) All completed as set forth in the enclosed BOQ. "Bill of quantities" including all other appurtenant works as may be required hereafter for successful completion of the work in accordance with the Trustees' General conditions of contract, special Conditions of contract, Particular Specifications and the Bill of Quantities and all additional and varied works, which may hereafter be requested in accordance with of the Trustees, General Conditions of contract.
  - c) The scope of work also includes all other ancillary and appurtenant works as set forth in the attached Bill of Quantities in accordance with specifications for materials and workmanship as per this tender, relevant BIS codes, specifications as detailed in M.O.R.T.H Specifications and PWD, West Bengal's Schedule of Rates for Road & Bridge Works and Building Works (Latest editions).
- 6.2. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
- 6.3. The Contractor shall engage experienced personnel to carry out the works in all respects at their own cost. The Contractor shall supply all necessary labour, tools, tackles, lifting machineries, plants, scaffolding arrangement, different vehicular transport etc and equipment with fuel & operator required for satisfactory execution of the work, at their own risk, cost and expense.
- 6.4. All necessary personnel safety equipment, as per relevant statutory provisions, should be kept available for the use of the persons employed on the site and the Contractor should take adequate steps to ensure proper use of safety equipment by those concerned.
- 6.5. The ordinary business and work of HDC, KoPT & others, as being carried out on & in the vicinity of the site, shall be continued during installation, testing & commissioning and maintenance. The execution of the work shall be conducted in such a way as to avoid interference with traffic of every kind by land and with any other work in progress in the vicinity.

## **SECTION – VII**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following **Special Conditions of Contract (SCC)** shall supplement the **General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

***Clause No. 7.1***      ***Clause No. 7.1.1.***

**Preface**

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory.

These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenderers, and Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract.

In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

***Clause No. 7.2***      ***Clause No. 7.2.1.***

**Correlation and order of precedence of tender document**

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

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

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties.

***Clause No. 7.3***      ***Clause No. 7.3.1.***

**Location**

The area of work is West of Turning Basin, outside Dock boundary wall of Haldia Dock Complex, Haldia

***Clause No. 7.4***      ***Clause No. 7.4.1.***

<b>Access to the site</b>	<p>➤ By Road: All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.</p> <p>➤ By Rail: S. E. Railway Branch Line connects Haldia with the Panskura/Mecheda Railway Station.</p>
<b>Clause No. 7.5</b>	<b><u>Clause No. 7.5.1.</u></b>
<b>Inspection of site</b>	<p>The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender.</p> <p>He should contact the Sr. Dy. Manager, RZ (I&amp;CF), Cluster –V, P.O.: - Haldia Township, Dist.: Purba Medinipur, Pin: 721607 for collecting information about the site before submission of the tender.</p> <p>No excuse will be entertained afterwards on the above ground.</p> <p>In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees.</p> <p>Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.</p>
<b>Clause No. 7.6</b>	<b><u>Clause No. 7.6.1.</u></b>
<b>Site Features and Operations</b>	<p>Earth shall be excavated from demarcated areas only as shown by the Engineer or his representative</p> <p>The lorries/ dumpers or other equipments etc. shall ply only on predetermined routes as directed by Engineer or his representative</p> <p>Lorries/ dumpers transporting earth shall be good ones so that there is no spillage of earth on metalled roads. The Bidder will note that earth spillage, if any, on KoPT roads will have to be cleared on daily basis by the Bidder at their own cost. In case of default, KoPT might engage any agency for cleaning the spillage and the cost including 19.25 % (Nineteen point Two Five percent) overhead will be recovered from the bidder. Dykes disturbed for entry of lorries and equipment should be made good to the original condition at the cost of the bidder</p> <p>Any damages done to KoPT properties including roads by lorries/ dumpers or any earth-moving machinery, etc. engaged in excavation work will have to be made good to the satisfaction of KoPT by the bidder at their own cost. Joint survey by KoPT engineers and the bidder will assess the condition of roads both before and after the excavation work.</p> <p>The bidder shall send the list of officials who would supervise and coordinate with H.D.C. officials. They shall also send a list showing registration nos. of lorries/dumpers, etc. for H.D.C.'s information and shall periodically update the list in case of addition/deletion of lorries in the said fleet</p> <p>The Bidder should note that the virgin soil should not normally be disturbed during excavation</p>

During execution of the work, proper care should be taken to provide adequate protection to the existing structures, cables (electrical / telephone / computer etc), fresh water and fire pipelines etc. and other installations against any damage at the contractor's risk and expense.

Careful manual excavation will have to be carried out in places where service lines have been laid (information to be obtained from Engineer by the contractor beforehand) to avoid any damage.

KoPT reserves the right to temporarily suspend the work after giving 7 (seven) days' notice to the bidder due to any reason whatsoever. No compensation is payable for such stoppages

A responsible officer shall be deputed to plan, coordinate and monitor the work with KoPT officials till satisfactory completion of the job

The bidder should note that in case of failure of successful bidder in keeping the roads in traffic-worthy condition, or failure/delay in mending any damage to KoPT properties, KoPT, after giving 7 days' written notice to the bidder, shall at its own cost execute the above works and deduct the cost plus 19.25 % (Nineteen point Two Five percent) departmental charges from the security deposit. The balance money shall be refunded after all liabilities are realised

Care should be taken during transportation of materials and execution of work so as not to impede the smooth traffic flow and normal operations in adjoining areas.

The work is of urgent nature and the completion time should be strictly adhered to and the contractor shall be required to mobilize sufficient manpower & machinery for achieving the same.

Further, if so required by the Engineer in the interests of normal working of the port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer, without any additional cost.

The tenderers shall have to assess the impact of hindrance to the different activities of the work which may likely to occur during execution of the job due to various factors including those of shipping and other operational activities in the areas and also as stated above.

Any damage caused to the existing pavement / structures/facilities/service lines or defect arising during construction shall have to be made good / rectified forthwith as directed to the satisfaction of the Engineer.

They shall have to plan the work in such a way so that all the activities of the job can be continued after taking care of the above hindrances effectively round the clock even on Sundays and holidays in order to complete the job within scheduled time frame as mentioned below. The tenderers shall consider the above points while quoting their rates.

<b><i>Clause No. 7.7</i></b>	<b><u>Clause No. 7.7.1</u></b>
<b><i>Particulars of Existing Works</i></b>	Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein
<b><i>Clause No. 7.8</i></b>	<b><u>Clause No. 7.8.1</u></b>
<b><i>Drawings</i></b>	<p>Tender drawings (if any) are for providing an indication of the nature and extent of the work and are tentative. The actual work will have to be executed without any reservations at accepted rates as per final detailed drawings, which would be made available by the Engineer at an appropriate time.</p> <p>The Engineer can modify the drawings at any time during of the contract for successful completion of the work. Working drawings as and when necessary, shall be provided by the Contractor and got approved by the Engineer</p>
<b><i>Clause No. 7.9</i></b>	<b><u>Clause No. 7.9.1</u></b>
<b><i>Setting out Work and Initial Measurements</i></b>	<p>The Engineer shall provide the initial references and a benchmark for the setting out of the work. It will be the Contractor's responsibility to set out the works accurately and get them checked by the Engineer.</p> <p>The Contractor shall provide at his own expense all necessary instruments, staff and labourers for the checking of the survey.</p> <p>The Contractor shall be responsible for the true setting out of the Works, and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any of the dimensions, levels, lines, positions and alignment found in any part of the Works shall be rectified by the Contractor at his own cost.</p> <p>Checking by the Engineer at any stage shall not absolve the Contractor from any responsibility for proper setting out and construction of the Works to correct levels, lines, positions and alignment.</p> <p>Before commencement of the work, the Contractor shall take initial measurements and spot levels at intervals as ordered by the Engineer and after verification by the Engineer, these records shall be signed by the Contractor and serve as the initial record for earthwork measurements.</p> <p>The Contractor shall give the Engineer or his representative at least 24 hours prior notice in writing of the time when any part of the setting out of the works will be ready for checking.</p>

**Clause No. 7.10****Time of Completion****Clause No. 7.10.1**

The Bidder shall note that excavation and disposal of earth shall be completed within the timetable given below:

<b>Quantity of Earth to be extracted as per Work Order</b>	<b>Maximum Time Permissible</b>
20,000 Cu. M.	2 months
20,000 Cu. M. to 1 lakh Cu.M.	4 months
More than 1 lakh Cu.M.	8 months

**Clause No. 7.11****Liquidated Damage and other Compensation thereof****Clause No. 7.11.1**

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 as per clause no 8.2(a) of G.C.C. and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

**Clause No. 7.12****Temporary or Enabling Work****Clause No. 7.12.1**

The Contractor shall submit to the Engineer for his approval not less than 28 days before commencement or erection of any part of Temporary Works, drawings and detailed proposals for the method of construction of temporary works such as office, store, and temporary platforms, pre-casting yard, workshop etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.

The Contractor shall also submit his calculations relating to the design of temporary works, strength etc., if required by the Engineer and shall carry out the modifications that the Engineer may require of such temporary works at Contractor's own cost.

As with the permanent works, the Contractor shall take all precautions while carrying out the temporary works and shall abide by regulations of all statutory authorities.

Notwithstanding approval by the Engineer, the Contractor shall be solely responsible for the safety and proper execution of the temporary work and all related permanent work.

The Contractor at his own cost shall repair any damage occurring to part or whole of the permanent work due to any failure of the temporary works. These provisions will apply to all enabling works also.

The contractor shall obtain permission for any Temporary Works and would ensure that during execution of works the statutory requirements of the concerned authorities such as Kolkata Port Trust, Police, Customs, etc. would be complied with.

***Clause No. 7.13***

***Contractor's Site Office, Store, Shed etc.***

**Clause No. 7.13.1**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent will be recovered from Contractor's bill at prevailing rates of HDC plus applicable tax or any amendments thereof.

The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I).

In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to **three times** the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit.

The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

***Clause No. 7.14***

***Keeping the Site & Working Area Clear***

**Clause No. 7.14.1**

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

***Clause No. 7.15***

***Supply of the Materials by the Contractor***

**Clause No. 7.15.1**

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer.

The contractor shall procure cement, reinforcement steel, paver blocks (if procured), only from manufacturers approved by the Engineer.

Second hand rail, if required, will be supplied free of cost from the departmental store.

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



**Clause No. 7.16**

**Testing of  
Materials &  
Equipment**

**Clause No. 7.16.1**

The contractor shall provide at his own cost all necessary equipment and all necessary facilities for such testing which by the nature of work will have to be done at site or the approved test laboratory.

Equipment will be in the nature of sufficient number of slump cones, standard metal moulds for concrete test cubes / beams, sets of standard IS sieves, weighing balance, graduated measuring cylinders, etc.

These are only indicative and it may be noted that equipment are to be provided and testing carried out as per direction of Engineer without any reservation and at the cost and expense of the contractor.

Any other testing of materials or workmanship desired by the Engineer shall be carried out by the contractor at his cost from National Test House or any other Government registered laboratory or Institutional Laboratory as approved by the Engineer.

The testing charges and all other incidental charges like packaging and transporting the test samples etc. shall have to be borne by the contractor and must be included in the rates.

**Clause No. 7.17**

**Programme of  
Work & Progress  
Report**

**Clause No. 7.17.1**

The contractor shall suitably schedule various activities required for completion of the work and shall submit detailed programme of work in writing in the form of a Bar / PERT Chart before commencement of the work.

If desired by the Engineer, the contractor, during execution of the work, shall submit on the first day of each month the progress report of the work in a manner as directed, showing therein corrective measures to be taken to make up the backlog, if there be any.

**Clause No. 7.18**

**Safety**

**Clause No. 7.18.1**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property.

The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required.

The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by the Engineer.

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

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

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

The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that –

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

**Clause No. 7.19**

**Clause No. 7.19.1**

**Power Supply**

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect.

All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of **West Bengal State Electricity Distribution Company Limited (WBSEDCL)** as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters.

The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply.

The Contractor shall have to arrange for the supply of power at his own cost during such periods

**Clause No. 7.20**

**Clause No. 7.20.1**

**Water**

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

For supply of water by Trustees to the Contractor, an amount equivalent to **1% (one percent)** of the gross bill value shall be progressively recovered from the running bill including final bill as applicable.

**Clause No. 7.21**

**Clause No. 7.21.1**

**Method of Measurement**

Pre-work and post-work levels of the areas to be excavated shall be jointly surveyed before start and after completion of actual excavation of an area.

Only Simpson's Rule and/or Prismoidal formula will be used to arrive at the volume of excavation work.

After completion of the contract and after joint measurements, the actual quantity of earth excavated and disposed off by the Bidder will be assessed. The Bidder will be liable to pay any excess amount at the contracted unit rate of earth. The Bidder shall pay royalties, etc. at his own cost. Similarly, if any money becomes payable to the Bidder, KoPT shall, within reasonable period, pay the Bidder against suitable application supported by required documents without any interest.

**Clause No. 7.22**

**Clause No. 7.22.1**

**Payment**

The successful Bidder shall have to pay in **advance 105%** of the cost of the required quantity of earth to be extracted and removed including 5% cost as Security Deposit in favour of Kolkata Port Trust, Haldia Dock Complex. The security deposit will be retained and returned without any interest after completion of extraction and removal of required quantity of above material, subject to adjustment, if any. **The Bidder shall pay Govt. royalties, etc. in 100% advance at his own cost.**

**Clause No. 7.23  
Materials**

**Clause No. 7.23.1**

The Contractor shall make his own arrangements for procuring and supplying all materials of best and approved quality at site.

**Clause No. 7.24**

**Clause No. 7.24.1**

**Testing of Materials**

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

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing.

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

All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

Inspection & testing of the work by the authorized representative of HDC, KoPT shall not relieve the Contractor from their obligation for conforming to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

***Clause No. 7.25***

**Holiday or  
Sunday Work**

**Clause No. 7.25.1**

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

***Clause No. 7.26***

**Watching of  
Material**

**Clause No. 7.26.1**

The successful Bidder will have to arrange for proper security of all materials and tools brought by him. Although the working area is under the jurisdiction of C.I.S.F.,

The Contractor shall be fully responsible for any theft or damage of the materials. He may be allowed to post his Watchmen round –the-clock at the work-site with valid permit and prior intimation to CISF. No extra amount will, however, be paid separately for watching. The Contractor should quote his rates keeping this in view.

***Clause No. 7.27***

**Snapping of  
Computer Cable  
& Compensation  
thereof**

**Clause No. 7.27.1**

Before commencement of any excavation work the contractor shall take prior approval from the engineer in-charge.

For snapping of fibre optical cables for computer network, the contractor shall have to pay compensation amount @INR 25000/- for each hour of suspension of computer work subject to maximum of INR 5.00 lacs for each individual incident.

The contractor shall take proper care so that underground cables, pipelines & other networks remains unharmed.

***Clause No. 7.28***

**Labour, Tools &  
Plants**

**Clause No. 7.28.1**

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

***Clause No. 7.29***

**Escalation/Variat  
ion on Price**

**Clause No. 7.29.1**

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

**Clause No. 7.30**      **Clause No. 7.30.1**

**Security Deposit**

The successful bidder shall have to pay in **advance Security Deposit** at 5% of the sanctioned quantity of earth to be extracted and removed in the form of a Demand draft favour of Kolkata Port Trust , Haldia Dock Complex.

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

**Clause No. 7.31**      **Clause No. 7.31.1**

**Contract Labour  
Laws**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

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

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

The contractor has to obtain a certificate of registration under “Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under “Building & Other Construction Workers Welfare Cess Act -1996 & Welfare Cess Rules 1998.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

**Clause No. 7.32**      **Clause No. 7.32.1**

**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 Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (I&CF).

**Clause No. 7.33**

**Clause No. 7.33.1**

**Compliance  
With  
ESI Act**

If applicable, the successful bidder will have to comply with provisions of “Employers State Insurance Act –1948”, along with amendments (if any) issued from time to time.

He shall obtain ESI registration and shall deduct employees’ contribution as applicable percentage of the wages of each of the employees’ and shall deposit the same together with employer’s contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

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. Sr. Dy. Manager (I&CF).

**Clause No. 7.34**

**Clause No. 7.34.1**

**Indemnifications**

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

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

**Clause No. 7.35**  
**Customs &  
Security  
Requirements**

**Clause No. 7.35.1**

The Haldia Dock area is a custom bonded area and as such the Contractor shall comply with all regulations of the Port and Customs authorities extant and those that may be imposed from time to time in respect of the transit of all Contractor's plant, vehicles, materials and staff in the area.

The contractor shall fence the area that may be allotted to him inside the "Bonded area" of the Port for stores and other requirements with closely boarded C.G.I. sheets fixed to a suitable framework, to the full satisfaction of the Port and Security authorities.

The Contractor shall abide by all the regulations and rules of Kolkata Port Trust applicable to the Haldia Dock Complex, as extant or as may be amended.

**Clause No. 7.36**  
**Dock Permit**

**Clause No. 7.36.1**

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

If any other equipment is required for the work permit charge for the same is to be paid by the contractor as per prevailing rates of KoPT. GST is payable on the permit charges

**Clause No. 7.37**  
**Force Majeure**

**Clause No. 7.37.1**

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;

war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;

rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;

Fire , flood , cyclone , hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

**Clause No. 7.38**  
**Settlement of**  
**Dispute**

**Clause No. 7.38.1**

If a dispute, of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and THE ARBITRATION AND CONCILITATION (AMENDMENT) ACT, 2015 and any statutory amendment thereof.

**Clause No. 7.39**  
**Tax**

**Clause No. 7.39.1**

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

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

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

**Clause No. 7.40**  
**Royalty**

**Clause No. 7.40.1**

Royalty as applicable from time to time for various materials like sand, stone aggregates etc. obtained by the contractor, his agents/suppliers or sub-contractors from government or private quarry/land for the purpose of this contract work shall be paid by the contractor at prevailing rates. He shall indemnify the Trustees against any claim from the Government / other authorities for short or non-recovery of royalty charges and shall pay such short or non-recovered amount(s) on demand to the appropriate authorities at anytime.



## SECTION – VIII

### BILL OF QUANTITIES

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

**Tender No. : I&CF/SDM/RZ/19-20/ET/25 E-TENDER No.: 2020\_KoPT\_542533\_1**

**Name of the Work -** “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”

#### Preamble:

1. The “**Bill of Quantities**” is to be read in conjunction with the “ **Instructions To Bidders (IB)**” and other terms & conditions [including **Technical Specification**] of the Bidding Document, considering all addenda / corrigenda (if issued).
2. The total quantity available for excavation and disposal as given in the Tender documents is approximate only. The quantity is as given below

<b>It. No.</b>	<b>Description of Item</b>	<b>Total Available Quantity</b>	<b>Rate (Rs P)</b>
<b><u>1</u></b>	Excavate and carry dredged spoils from within earthen dykes in the area to the West of Turning Basin and near Oil Jetty area of Haldia Dock Complex for land filling, etc. The bidder shall supply all transport, plants, equipment, labourers at his own cost. All incidental expenses, Royalties and other charges payable shall be borne by the successful Bidder.	<b>10.0 Lakh Cu.M. (approx. )</b>	<b>Minimum Reserve Base Rate=Rs. 52.60 per Cu. M.</b>

3. A Bidder may quote for purchase of either full quantity or part quantity, subject to a minimum quantity of 20,000 Cu.M of dredged spoil. He shall mention the quantity of earth he intends to purchase. Above 20,000 Cu.M., additional quantity of earth intended to be purchased **must be quoted in multiples of 20,000 Cu.M.**
4. Any offered rate less than the reserved base price of Rs 52.60 per Cu.M & less than the quantity of 20,000 Cu.M is liable to be rejected in both cases without any intimation to the bidder.
5. The Bidder shall quote the quantity & rate online only.
6. During the detailed scrutiny and evaluation of tender, if any discrepancy or error is found between the figures and words in the quoted rates and amounts at appropriate place in Bill of Quantities, the following methods shall be adopted for arriving at the final figures:
  - i)** When there is a difference between the rate quoted in figure and in words, the rate which complies with the amount computed by the tenderer for this Item shall be taken as correct.
  - ii)** When the amount of the tender is not worked out by the tenderer or it does Not correspond with the quoted rate written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct and the value of the tendered amount shall be worked out accordingly.
  - iii)** When the rate quoted by the tenderer in figures and in words matches but the amount is Not worked out correctly, then the rate quoted by the tenderer shall be taken as correct and the value of the tendered amount shall be worked out accordingly

**The Tender Price thus established would be taken for comparative evaluation of tenders.**

Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No. : 2020\_KoPT\_542533\_1

## **BILL OF QUANTITIES**

<b>It. No.</b>	<b>Description of Item</b>	<b>Quantity Intended to be Purchased by the Bidder (minimum quotable quantity = 20,000.00 Cu.M.)*</b>	<b>Rate (Rs. P.) [Minimum Reserve Base Rate=Rs. 52.60 Per Cu.M]</b>	<b>Unit</b>	<b>Amount</b>
<b><u>1</u></b>	Excavate and carry dredged spoils from within earthen dykes in the area to the West of Turning Basin and near Oil Jetty area of Haldia Dock Complex for land filling, etc. The bidder shall supply all transport, plants, equipment, labourers at his own cost. All incidental expenses, Royalties and other charges payable shall be borne by the successful Bidder.	<b>NOT TO BE QUOTED Cu.M.</b>	<b>NOT TO BE QUOTED</b>	<b>Per Cu.M</b>	<b>NOT TO BE QUOTED</b>

**\*Next Higher Quotable Quantity is in MULTIPLES OF 20,000 Cu.M.**

<b>RATE TENDERED BY ME / US IS (in figures) :</b>	_____ <b><u>NOT TO BE QUOTED</u></b> _____
<b>RATE TENDERED BY ME / US IS (in words) :</b>	_____ <b><u>NOT TO BE QUOTED</u></b> _____
<b>AMOUNT TENDERED BY ME / US IS (in figures) :</b>	_____ <b><u>NOT TO BE QUOTED</u></b> _____
<b>AMOUNT TENDERED BY ME / US IS (in words) :</b>	_____ <b><u>NOT TO BE QUOTED</u></b> _____

**Dated:**

\_\_\_\_\_  
**(Signature of the Bidder)**

**SECTION – IX**  
**BIDDING FORMS**

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

## **BIDDING FORM-I**

### **FORMAT FOR DECLARATION**

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

To,  
Sr. Dy. Manager (I&CF),  
Haldia Dock Complex.  
Kolkata Port Trust

**Name of Work :** “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”

Tender No. : Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No.: E-TENDER No.: 2020\_KoPT\_542533\_1

I ....., the authorized signatory of the ..... (Name of the Company /Firm) do hereby declare / confirm that :

I / We have not been **debarred**, **banned** or **delisted** by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.

I / we have not made any **addition** / **modification** / **alteration** in the **Bidding Documents** (including Bidding Forms & Contract Forms) hosted in the websites.

The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.

The percentage above / below / at par have been quoted in the Price Bid, electronically, through the website of CPPP only and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid.

No extraneous conditions (like “Not Applicable”, conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that Price Bid does not contain any condition / deviation.

Date:

Place:

**Signature of authorised person of the  
bidder  
(with office seal)**

---

Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No. : 2020\_KoPT\_542533\_1

## **BIDDING FORM-II**

### **FORM OF TENDER**

Page 1 of 2

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

To,  
Sr. Dy. Manager (I&CF),  
Haldia Dock Complex.  
Kolkata Port Trust

**Name of Work :** “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”

Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No.: 2020\_KoPT\_542533\_1

I / we \_\_\_\_\_ (Name of the Company /Firm) 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.

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

---

Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No. : 2020\_KoPT\_542533\_1

**BIDDING FORM-II**

**FORM OF TENDER**

Page 2 of 2

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 bid shall remain open for acceptance, shall not be less than **120 days**, from the last date of submission of bid.

WITNESS:

( Signature of authorised person of the bidder )

Signature:

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

Name: (In Block Letters)

Designation : \_\_\_\_\_

Address:

Date : \_\_\_\_\_

Occupation:

*(Office Seal)*

**ABSTRACT FORM OF TENDER (UNPRICED)**

Page 1 of 2

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

**Name of Work:** “Excavation and carriage of dredged spoils from within earthen dykes in the area to the west of turning basin of Haldia Dock Complex for land filling etc. by outside agencies”

**Estimated Cost:** ₹ 5,26,00,000.00 (excluding GST).

**Earnest Money:** ₹ 10,52,000.00 Exempted Category: ☐

DD No. \_\_\_\_\_

**Tender No. :** I&CF/SDM/RZ/19-20/ET/25

**E-Tender No.:** 2020\_KoPT\_542533\_1

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

1.	<u>Bidder's Legal Name (IN CAPITAL LETTERS)</u>		
2.	a )	Country of registration.	
	b )	Year of registration.	
	c )	Legal address in country of registration.	
	d )	E-mail address:	
	e )	Contact number(s)	
	f )	Communication address of the bidder: (Any further communication to be made in this address)	

Tender No. : I&CF/SDM/RZ/19-20/ET/25

E-Tender No. : 2020\_KoPT\_542533\_1

**BIDDING FORM-III****ABSTRACT FORM OF TENDER (UNPRICED)**

Page 2 of 2

3.	<u>Bidders Permanent Account Number (PAN):</u>		
4.	<u>Maximum number of workmen to be engaged on any day:</u>		
5.	<u>Bank Details:</u>		
	a)	Name of Bank:	
	b)	Branch:	
	c)	Branch Code:	
	d)	Account Number:	
	e)	IFS Code:	

( Signature of the bidder )

WITNESS:

Signature:

Name :

\_\_\_\_\_

Name:

(In Block Letters)

Designation :

\_\_\_\_\_

Address:

Date :

\_\_\_\_\_

Occupation:

(Office Seal)



**BIDDING FORM-IV****CONCURRENT COMMITMENT(S) OF THE BIDDER**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client.	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)			

**BIDDER'S PROFILE**Page 1 of 3***[To be filled up and uploaded, duly signed & stamped]***

The Bidders are also requested to furnish the following particulars:

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

**BIDDER'S PROFILE**

Page 2 of 3

<b>B)</b>	<b><u>In case of a firm</u></b>		
	1)	Name of the firm	
	2)	Address of its present registered office.	
	3)	When business started	
	4)	If registered a certified copy of certificate of registration.	
	5)	A certified copy of the Deed of Partnership	
	6)	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.	
	7)	Whether the firm pays income tax over Rs.10,000/- per year.	

**BIDDER'S PROFILE**

Page 3 of 3

<b>C)</b>	<b><u>In case of an Individual:</u></b>		
	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)	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.	
	7)	Whether the firm pays income tax over Rs.10,000/- per year.	

**WITNESS:**

( Signature of the bidder )

Signature:

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

Name:  
(In Block Letters)

Designation : \_\_\_\_\_

Address:

Date : \_\_\_\_\_

Occupation:

(Office Seal)

**BIDDING FORM-VI****CHECKLIST**

Page 1 of 3

Tender No. : I&amp;CF/SDM/RZ/19-20/ET/25

Sl No	Particulars		Submitted/ Not submitted [Put ✓ in the check box]
1	Bid Document Fees/Cost of Tender Document	Deposited	<input type="checkbox"/> Yes <input type="checkbox"/> No, Exempted Category
		For Exempted Category, Submission of Documents As Per Cl 5.18.	<input type="checkbox"/> MSME Certificate <input type="checkbox"/> NSIC Certificate <input type="checkbox"/> Others i.e. _____
2	Earnest Money	Deposited	<input type="checkbox"/> Yes <input type="checkbox"/> No, Exempted Category
		For Exempted Category, Submission of Documents As Per Cl 5.18.	<input type="checkbox"/> MSME Certificate <input type="checkbox"/> NSIC Certificate <input type="checkbox"/> Others. i.e. _____
3	Declarations as per “Bidding Form-I”	Declaration Submitted on company's letter head.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	‘Form of Tender’ as Per “Bidding Form-II”	Format fill-up Submitted on company's letter head.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	‘Abstract Form of Tender’ as Per “Bidding Form-III”	Format fill-up	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Concurrent Commitments of the Bidder as Per “Bidding Form-IV”	Format fill-up	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Details of firm as per Bidder's Profile as Per “Bidding Form-V”	Format fill-up	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	GST registration certificate.	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	PAN	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No

**BIDDING FORM-VI****CHECKLIST**

Page 2 of 3

10	Valid Trade License.	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Valid up to	___ / ___ / ____
11	Professional Tax Clearance Certificate. / Upto date tax payment challan.	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Valid Up to	___ / ___ / ____
12	Valid Employees' Provident Fund Account	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Photo copy of latest payment challan of EPF submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	ESI registration	Submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Photo copy of latest payment challan of ESI	<input type="checkbox"/> Yes <input type="checkbox"/> No

**BIDDING FORM-VI****CHECKLIST**

Page 3 of 3

		Credentials as per pre-qualification criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Letter of award works and completion certificate from owners are enclosed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Certified copies of audited balance sheet	i) Turnover amount for year <b>2016-17</b>	
		ii) Turnover amount for year <b>2017-18</b>	
		iii) Turnover amount for year <b>2018-19</b>	
		Certified by the CA / FA	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Addendum/Corrigendum / Notice / Extension Notice issued (if Any)	Submitted (if Any)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA*
(Office Seal)		( Signature of the bidder )	
		Name: _____	
		Designation : _____	
		Date : _____	

# **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 September,  
2014

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## **KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM &  
HALDIA DOCK COMPLEX  
SEPTEMBER , 2014**



## GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 3
2.	DEFINITION	...	GC 4 – GC 5
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	...	GC 5 – GC 7
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 7 – GC 11
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 11 – GC 16
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 16 – GC 20
7.	TERMS OF PAYMENT	...	GC 20 – GC 22
8.	VARIATION AND ITS VALUATION	...	GC 23 – GC 24
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 24 – GC 27
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 27
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 28 – GC 30
12.	FORMS GC-1, GC-2, GC-3		GC 30 – GC 33
13.	FORM OF AGREEMENT		GC 33 – GC 35
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		GC 35 – GC 36
15.	DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN KO.P.T. & TRANSPARENCY INTERNATIONAL INDIA		GC 37 – GC 38

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

- |            |                                                                                                                                                                                                                                                                                                                                                                                                                                       |                              |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1.10       | “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.                                                                                                                                                                             | Drawings                     |
| 1.11       | “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.                                                                                     | Contract                     |
| 1.12       | “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.                                                                | Constructional Plant         |
| 1.13       | “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract.                                                                                                                                                                                                                                                                       | Site                         |
| 1.14       | “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.                                                                                                                                                                                       | Contract Price               |
| 1.15       | “Month” means English Calendar Month.                                                                                                                                                                                                                                                                                                                                                                                                 | Month                        |
| 1.16       | “Excepted Risks” are riot in so far as it is 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 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                         |
| <b>2.0</b> | <b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER’S REPRESENTATIVE.</b>                                                                                                                                                                                                                                                                                                                                                               |                              |
| 2.1        | The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.                                                                                                                                                                                                                             | Engineer’s 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 Engineer's Representative
2.3	<i>The Engineer shall have full power and authority :</i>	Engineer's Power
	(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.	
	(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.	
	(c) to order for any variation, alteration and modification of the work and for extra works.	
	(d) to issue certificates as per contract.	
	(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.	
	(f) To grant extension of completion time.	
2.4	<i>The Engineer's Representative shall :</i>	Power of Engineer's Representative.
	(i) watch and supervise the works.	
	(ii) test and examine any material to be used or workmanship employed in connection with the work.	
	(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.	
	(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.	
	(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.	
	(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and	
	(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.	

<p>2.5 <i>Provided always that the Engineer's Representative shall have no power :</i></p> <ul style="list-style-type: none"> <li>(a) to order any work involving delay or any extra payment by the Trustees,</li> <li>(b) to make variation of or in the works; and</li> <li>(c) to relieve the Contractor of any of his duties or obligations under the Contract.</li> </ul>	<p>Limitation of Engineer's Representative's Power</p>
<p>2.6 Provided also as follows :</p> <ul style="list-style-type: none"> <li>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.</li> <li>(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.</li> <li>(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.</li> </ul>	<p>Engineer's Overriding Power</p>
<p>3.0 <b>THE TENDER/OFFER AND ITS PRE-REQUISITES</b></p>	
<p>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 :</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> </ul>	<p>The tender must encompass all relevant aspects/ issues.</p> <p>Site &amp; Local condition.</p> <p>Drawing/ Specification/ Nature &amp; extent of work to be done.</p>

- (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 unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

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

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



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

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be. S.D. for supply contracts to be deposited in advance.
- 3.5 (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
- (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3. Mode of refund of S.D.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.

- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.
- 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.”
- Bank Guarantee in lieu of Cash S.D. in certain cases
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**
- 4.1 (a) The contract documents shall be drawn-up in English language. Language
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts : Applicability of laws on the contract
1. The Contract Act (India), 1872.
  2. The Major Port Trusts Act, 1963.
  3. The Workmen’s Compensation Act, 1923.
  4. The Minimum Wages Act, 1948.
  5. The Contract Labour (Regulation & Abolition) Act, 1970.
  6. The Dock Workers’ Act, 1948.
  7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract. Contractor to Execute Contract Agreement.
- 4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents – Interpretation of contract documents –

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

- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- Contractor to submit his programme of work
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- Contractor to supervise the works
- 4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of its staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- Contractor to deploy qualified men and Engineer's power to remove Contractor's men
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.
- Contractor is responsible for line, level, setting out etc.
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the
- Contractor is responsible to protect the work

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.

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

- (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. Dismantled materials Trustees' property
- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these Notice to Contractor.

conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

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| 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  | <b>COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                             |
| 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                                                                                                                                                                                                                                                                                                | Contractor to observe Trustees' working                                     |

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.

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| 5.4 | Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.                                                                                 | Contractor to supply all materials as per requirement of the Engineer or his representative |
| 5.5 | Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. | Materials & Works                                                                           |
| 5.6 | Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.                                                                                                                                                                                                                                                                                              | Contractor to submit samples for approval                                                   |
| 5.7 | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.                                                                                                                                                                                                                                   | 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                                                                     | The Contractor shall account for and look after the                                         |



Engineer or his Representative.	Trustees' materials
(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.	Contractor to compensate for loss and damage to Trustees' materials
(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work
(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.	Recovery from Contractor for Trustees' materials under normal circumstances
(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -	Recovery from Contractor for Trustees' materials under other circumstances.
(1) The issue rate of the materials at the Trustees' Stores and	
(2) The market price of the material on the date of issue as would be determined by the Engineer.	

5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any Contractor to replace

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.

materials/work not acceptable to the Engineer or his Representative

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

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

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

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

Contractor to suspend work on Order from Engineer or his Representative

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

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

- 5.11.1 If at any time before or after commencement of the work the

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

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

## 6.0 TERMS OF PAYMENT:

- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.
- 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.
- All interim payments are advances till issue of Certificate in Form G.C.2
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- Payment on the basis of measurements at agreed rates.
- 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the
- Limitation for on account payment

contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.

- 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the wend of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. Recording of measurements
- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
  - (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
- 7.2 (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. Variation by engineer do not vitiate the contract
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed
- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

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

- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.
- ‘Liquidated  
Damage’ and  
other  
compensation  
due to Trustees
- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor’s failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.
- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days’ notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- Default of the  
Contractors  
remedies &  
powers/Termination  
of Contract.
- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor’s lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer” or his Representative” written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7



days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are

known in all respect.

## 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer. Contractor's obligation for maintenance of work.
- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction 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 his predecessor left it.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and

paid.

- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
  - [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.  
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
  - [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer

and / or by any Arbitrator subsequently.

- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX

FORM G.C.1

Contractor \_\_\_\_\_

Address -----  
-----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....  
.....

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

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

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per

Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

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

Yours faithfully,

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

**Name.....**

**Designation.....**

**OFFICE SEAL**

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX

**FORM G.C.2.**

**Certificate of Final Completion.**

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

This is to certify that the following work viz:-

Name of work : .....

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

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

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

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

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

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX

FORM G.C.3

(NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Signature of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

KOLKATA PORT TRUST  
PROFORMA OF FORM OF AGREEMENT

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

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

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - i. The said Tender/Offer & the acceptance of Tender/ Offer.
  - ii. The Drawings.
  - iii. The General Conditions Of Contract.
  - iv. Special Conditions Of Contract (If any).
  - v. The Conditions Of Tender.



vi.The Specifications.

vii.The Bill Of Quantities.

viii.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

have executed these presents on the day and year first above written.

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

Was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

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

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

Address :-

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

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

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

Date \_\_\_\_\_

To

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

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for “ \_\_\_\_\_” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees only) to the EMPLOYER.

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

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

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

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

Dated, this ..... day of .....2010  
..... at .....

#### WITNESSES

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---	---
(Signature)	(Signature)

-----	-----
---	---
(Name)	(Name)

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(Official address)	(Designation with Bank Stamp) + Attorney as per power of Attorney

# 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 compliance 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 all 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.

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(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) .....

.....

.....



**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.
- 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.

**2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.