



**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**(Erstwhile KOLKATA PORT TRUST)**  
**HALDIA DOCK COMPLEX**  
**AN ISO- 9001: 2015 ORGANISATION**



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No.: SDM(P&E)-III/ 147/ Budgetary Offer/ 572

Date : 29.10.2020.

To,

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**Subject : Enquiry for obtaining budgetary quotations for the work for “Carrying out thorough overhauling of Radial Gate (RG) - 3 and Penstock (Flushing) [ PS (F) ] - 3 & 12 along with necessary allied work at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata”.**

It is requested to send budgetary offer for the work for “Carrying out thorough overhauling of Radial Gate (RG) - 3 and Penstock (Flushing) [ PS (F) ] - 3 & 12 along with necessary allied work at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata”, in the enclosed Price Schedule (Annexure ‘C’) format at the office of the under-signed, in accordance with enclosed Technical Specification & Scope of Work and Special Conditions of Contract (SCC) mentioned in Annexure ‘A’ and Annexure ‘B’ respectively, within 21 (Twenty One) days.

**GENERAL CONDITIONS OF CONTRACT** : The contract will be governed by our General Conditions of Contract (available at the official website of Syama Prasad Mookerjee Port, Kolkata: [www.smpportkolkata.shipping.gov.in](http://www.smpportkolkata.shipping.gov.in) ).

Thanking you,

Yours faithfully,

**(K. MUKHOPADHYAY)**  
**Sr. Dy. Manager (P&E)**  
**For General Manager (Engineering)**  
**Haldia Dock Complex**  
**Syama Prasad Mookerjee Port, Kolkata**  
**(Erstwhile Kolkata Port Trust)**

Encl: As stated above.

**TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

**1) Brief Description :**

Haldia Dock Complex, SMP, Kolkata is a riverine port with Impounded Dock System, has been provided with Lock Entrance having 3 (three) Nos. Sliding Caisson installed at Outer, Intermediate and Inner position across lock barrel. For water adjustment in basin & barrel under the gravity pressure, 6 (six) sets of electrically operated twine Radial Gates are installed in pairs at the inlets, intermediate and outlets of the levelling culverts measuring 18' x 12' and having a throat size of 8'x9'.

For desilting of culverts and cambers, 6 (six) sets of electrically operated Penstocks (F) have been provided each on northern and southern sides in the Flushing Culverts at an invert level of -39 ft.

It has been observed that there is water leakage through Radial Gate No.-3. The water level of barrel and Basin is drastically reduced when the river goes in low tide condition. This is happening due to sealing arrangement of valve of Radial Gate No-3 has been deteriorated and damaged. 2 (two) nos. Penstock (F), one at Inner gate camber and other at outer gate's southern side are out of commission. It has become necessary to carry out overhauling / servicing / repairing / painting of the above mentioned Radial Gate No.-3 and 2 (two) nos. Penstock (F) i.e. PS (F)- 3 & 12.

**2) Constructional features of the Radial Gate & Penstock(F) :**

The Radial Gate & Penstock (F) are very simple structural body consisting of various sizes of MS Plates and having various mechanical accessories like Seals, Retainer Plates, Plummer blocks etc. installed inside the Culvert. The radial gates are being designed to withstand a maximum pressure of 25 ft. head on concave as well as convex side, complete water tightness being maintained with the help of rubber seals against stainless steel embedded facing.

The Impounding system is provided to maintain the water in Dock at +15 ft level (+4.5 m) and dewatering the Lock up to -1 ft level control of the flow in the Impounding system culvert is by 8 (eight) numbers of Penstock (F) operated by electric power. For desilting of culverts and cambers, 6 (six) sets of electrically operated Penstock (F) have been provided each on northern and southern sides in the Flushing Culverts at an invert level of -39 ft.

For facility of maintenance of Radial Gate & Penstock (F), stop logs have been provided on either side of Radial Gate & Penstock (F) in the levelling culvert.

**3) Scope of Work:**

**A. Scope of Work pertaining to Radial Gate & Penstock (F) for thorough overhauling / servicing :**

- a) Repairing of total 6 (six) numbers existing Stop logs (2 numbers for Radial Gate No.-3 & 4 numbers for Penstock (F) No.- 3 & 12), as per directive of Sr. Dy. Manager (P&E), HDC, SMP, Kolkata or his authorized representative(s).
- b) Fitting of sealing arrangement i.e. OAKUM around the stop log at proper position and tying up with the anchoring ring.
- c) Servicing of existing chain pulley blocks (approx. 10T & 5T), before placement of Stop log. If it is found defective during execution of the work then the same capacity chain

- pulley blocks to be arranged by the contractor at his own risk, cost & arrangement. Assistance may be rendered by TATA (P&H) crane of HDC, if required, for placing & lifting of stop logs at Penstock (F)-12 for fixing and dismantling arrangement.
- d) Providing 2 (two) nos. 10 HP Submersible Pump (or suitable quantity & capacity, as per site requirement) for dewatering the Radial gate & Pen stocks (F) culvert.
  - e) Placement of repaired Stop Logs at the proper position of underneath of water with the help of Chain pulley blocks for blocking the Radial Gate & Penstock (F) culvert to restrict the movement of water as per directive of Port Diving Unit, HDC, SMP, Kolkata.
  - f) After placement of stop logs at proper position, placement of 1 (one) no. 40 HP Centrifugal Pump and 2 (two) nos. 10 HP Submersible Pump at pit along with pipe for dewatering.
  - g) Dewatering of pit and leakage water with the help of Pumps to keep the pit dry.
  - h) After dewatering of 01 (one) no Radial gate (RG-3) & 02 (two) nos. Penstock (F) gates {PS (F)-3 & PS (F)-12}, dismantling and lifting of accessories of RG-3, PS (F)-3 & 12 at repairing zone.
  - i) Repairing of 6 (six) numbers stop logs of RG-3, PS (F)-3 & 12, as per requirement. Chipping & Painting (synthetic enamel paint i.e. Primer, MIO & finish paint, to be provided by the contractor) of damaged seal / top / bottom / side along with replacement of carrier plate by new seal (seals and its hardwires will be provided by H.D.C). Necessary servicing / correction for commissioning Penstock (F) will be under the scope of the contractor. Spares required for execution of the work will be provided by HDC, SMP, Kolkata.
  - j) Before placement of Radial gates & Penstock (F) Gates, dressing & servicing of Radial gate & Penstock (F) Gates at seating area would have to be done by the contractor.
  - k) Placement of all stop logs of Radial Gate (RG-3) & Penstock (F) Gates i.e. PS (F)-3 & 12 at proper position. Thereafter, assembling of other units to be done for commissioning of Radial Gate (RG-3) & Penstock Gates i.e. PS (F)-3 & 12.
  - l) Dismantling of all scaffolding of Radial & Penstocks (F) units.
  - m) Lifting and shifting of 1 (one) no. 40 HP Centrifugal Pump & 2 (Two) nos. 10 Submersible Pump are to be done as per requirement.
  - n) Trial run of Radial Gate (RG-3) & Penstock Gates i.e. PS (F)-3 & 12 and successful commissioning of the same.

#### **4) Methodology:**

- a) Before commencement of work at any stage (as required), the actual quantum of work should be assessed by the contractor jointly with the officials of HDC, SMP, Kolkata.
- b) The successful bidder must have competent technical personnel having adequate experience in Mechanical maintenance job so that proper scaffolding is done for carrying out the said repair at a depth of 40 ft. (approx.) below the ground level.
- c) The contractor shall make his own arrangements for the engagement of all labours for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing / residential accommodation, Medical treatment, feeding /

canteen facility and payment thereof. Adequate strength of labour force has to be deployed, so as to complete the repairing / revamping, testing and commissioning and Performance Test of the Radial Gate & Penstock (F) within the completion period i.e. 45 (Forty Five) days from the date of issue of the Work Order.

- d) In the event of any outbreak of illness or an epidemic in nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or statutory authorities for the purpose of dealing with and overcoming the same.
- e) During execution of the contract, the contractor will have to arrange & engage required equipment, tools & tackles, lifting appliances, different vehicular facilities etc., at his risk, cost & arrangement, as and when required.
- f) The repairing / revamping work may be carried out inside the Intermediate Camber at the dewatered condition or at the ground floor. During execution of such repairing / revamping work, utmost care should be taken to keep the Radial Gate & Penstock (F) pit dry.
- g) The contractor will clearly understand that all the work of overhauling / servicing of RG-3, PS (F)-3 & 12 have to be carried out in such a manner that the shipping movement is not hampered in any way.

**5) Scope of the contractor pertaining to supply of items / consumables required for execution of the subject work :**

- a) Providing all consumable items including Gas, Electrodes, Nuts, bolts, washers etc.
- b) Providing all tools and tackles required for execution of the work.
- c) Providing 2 (two) nos. 10 HP Submersible Pump (or suitable quantity & capacity, as per site requirement) for dewatering & drying.
- d) Providing Primers, Thinners and Paints [ Make : Barger, Shalimar, Asian, Jenson & Nicholson, ICI only ] required for execution of the subject job.
- e) Transportation facility for workmen and materials, required for execution of the work.

**6) Scope of HDC, SMP, Kolkata :**

- a) Providing 1 (one) no. 40 HP Centrifugal Pump for de-watering.
- b) Providing all structural steel materials required for the subject job.
- c) Providing all spares for RG-3, PS (F)-3 & 12.

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The tenderer shall visit the site and get themselves acquainted with the existing facilities. Haldia is linked by road through National High Way 6 & 41 via Mechada and by Rail from Howrah and Kharagpur via Panskura. Lock Entrance is situated inside the Impounded Dock Area of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP), Kolkata [erstwhile Kolkata Port Trust], 4 Kilo Meters away from the Main Road.

**1) Working Facilities :**

- a) The following facilities will be provided to the contractor by HDC, SMP, Kolkata under the following Terms and Conditions :-
  - i) A token License Fee of Rs.100/- per month will be applicable on the open space, to be provided for the purpose of office accommodation, storage of materials and for fabrication work at site, for the period of work. The site office is to be dismantled immediately after completion of the work and cleared up to the satisfaction of Sr. Dy. Manager (P&E) or his authorized representative(s).
  - ii) Electrical power for site office will be supplied **on chargeable basis** as per the existing rates, which may be revised from time to time. However, power supply for the purpose of fabrication, erection and painting at site will be given at free of cost. Necessary length of cable, energy meter and other accessories for the aforesaid proposes will have to be arranged by the contractor from the nearest power source(s) of HDC, at his risk, cost & arrangement.
  - iii) Dock Permit for the contractor and their staff, materials, vehicles, etc. for movement inside the Dock Area, will be provided on chargeable basis.
  - iv) No residential accommodation, transport and canteen facility for the contractor and his personnel will be provided by HDC, SMP, Kolkata.
  - v) Water supply at the site office of the contractor will be provided on chargeable basis. However, necessary connection from HDC's water line will have to be arranged by the contractor from the nearest source(s) of HDC, at his risk, cost & arrangement.

**2) Inspection at Site:**

The prospective bidder shall carefully examine the whole enquiry document and 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 bid. He should contact with the Asst. Manager (P&E), Lock Entrance Section, Haldia Dock Complex at his office at Lock Entrance Site, Haldia for collecting information regarding the work and site before submission of the budgetary offer. No excuse will be entertained afterwards on the above grounds. Site may be handed over to the contractor for execution of the work in phases also.

- 3) The subject work will have to be carried out under the supervision / guidance of Sr. Dy. Manager (P&E) or his authorized representative(s). During execution of the work, the contractor has to strictly comply suggestions / recommendations of the authorized representative(s) of Sr. Dy. Manager (P&E), HDC. The subject work will have to be carried out to the satisfaction of Sr. Dy. Manager (P&E) or his authorized representative(s).

- 4) The contractor will clearly understand that all the work of overhauling / servicing of RG-3, PS (F)-3 & 12 to be carried out in such a manner that the shipping movement is not hampered in any way.

**5) Shut-Down :**

Caissons are in operation round the clock. No formal shutdown could be provided in general. However, arrangement would be done, as per the site requirement, for smooth execution of the work

at site.

**6) PRICE BASIS:**

- a) The quoted prices should be inclusive of all charges for providing requisite manpower and supply, delivery, inspection, transportation (including insurance), handling, receipt & storage, transit insurance of all required materials including steel materials (which will not be supplied by HDC, SMP, Kolkata, as detailed in the Technical Specification & Scope of Work and equipment at site) and all other incidental charges for fulfilling contractual obligations including Guarantee support excluding GST which will be mentioned separately.

No request for change or variation in rates or Terms & Conditions of the contract shall be entertained on the ground that the Tenderer have not understood the work.

- b) Except where otherwise expressly provided, the contractor shall provide all materials, labour and plant and machineries necessary in connection with the execution of the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- c) The bidder should quote prices only in the formats given in "Price schedule", considering the "Technical Specification & Scope of Work" and Special Conditions of Contract (SCC) of the enquiry and the same should remain firm during the validity period of the offer, including any / all extension thereof, agreed by the bidder. The rates quoted by the contractor should remain firm throughout the contract i.e. no variation towards materials, labours, etc. shall be payable.

**7) GOODS & SERVICES TAX (GST):**

- a) The contractor to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b) The contractor agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by the Contractor and details available with SMP, Kolkata, then payments to the Contractor to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- c) SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the contractor. Any loss of input tax credit to SMP, Kolkata for the fault of contractor shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- d) Supplementary invoices / debit note / credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- e) The work order shall be void, if at any point of time the contractor is found to be a black listed firm as per GSTN rating system and further no payment shall be entertained.

**8) PAYMENT TERMS:**

100% payment against Bill of Quantity (BOQ) Sl. No. 1 & 2 will be paid within 30 days of submission of unambiguous bill(s) complete in all respect. The bill(s) must be accompanied by the

joint inspection certificates, duly signed and stamped by the authorized representative(s) of the contractor and the authorized representative(s) of Sr. Dy. Manager (P&E), HDC.

Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:

- a) Savings/Current Account Number:
- b) Name of the Bank:
- c) Name of the Branch and address thereof:
- d) RTGS Code of the Branch

**9) Completion period:**

**The subject work is to be completed within 45 (forty five) days from the date of issue of the Work Order.**

**10) Job Completion Certificate:**

Prior to issuance of job completion certificate, the work pertaining to leakage to be checked by Port Diving Unit, Marine Operations Division, HDC and the remaining work to be checked by the authorized representative(s) of Sr. Dy. Manager (P&E), HDC, SMP, Kolkata.

**11) Modification / Alteration:**

The existing design, dimensions along with the modification suggested, should be adhered to and shall not be altered without the prior approval of the Engineer of the Contract. Any addition during execution, if felt necessary, should be accepted subject to the approval of the Engineer of the Contract, in writing, at no extra cost.

**12) Variation in final Quantity :**

The contractor should maintain close monitoring regarding total executed quantity of the job and intimate the same from time to time to H.D.C. to avoid any excess work beyond the quantity specified in the B.O.Q. No additional compensation will be paid for variation in the executed quantity (up to +10%) with respect to the Tentative Quantity, as mentioned in the enquiry, which means that the executed excess quantity (over and above indicated Tentative Quantity), if any, will be paid at the same accepted rates. However, no excess work than the enquiry quantity are to be carried out without the permission of the Engineer of the Contract or his authorized representative(s) in writing.

**13) Extended Stay Compensation :**

Extended Stay Compensation for delay in execution of the contract will not be paid.

**14) Contractor's Labour:**

It is specifically stipulated that under no circumstances, HDC will take any liability for the workmen and materials deployed by the contractor for this contract. No transport, residential accommodation and canteen facilities will be provided to the contractor and / or their staff.

**15) Operation of the Employer and Others :**

The ordinary business and work of HDC and other as carried out on and in the vicinity of the site, will be continued during the execution of the erection / dismantling work and the said work shall be executed in such a way as to avoid interference with traffic of every kind by land and by water and with any other work in progress in the vicinity except under compelling situation with the written approval of the Engineer of the Contract or his authorized representative.

**16) Existing Services :**

- a) Pipes, cables, overhead wire and similar services encountered in the course of work either on structures or on the fabrication site, shall be guarded from injury by the contractor at his

own risk, cost & arrangements, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof and the contractor shall not store material or otherwise occupy the part of the site in a manner likely to hinder the operation of such services.

- b) Should any damage be done by the contractor to any mains, pipes, cables etc. the contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer of the Contract or his authorized representative(s).
- c) The work shall be carried out in such a manner so as to enable the other contractors, if any, or the departmental employees to work.

**17) Extra claim:**

No claim for any detention / idle charges for labours, materials, equipments and machines organized by the contractor in connection with the work under the contract shall be payable by HDC, SMP, Kolkata to the contractor under any circumstances whatsoever.

**18) Keeping Site Clean :**

The contractor at all times keep the site free from all scrap and surplus materials, rubbish and offensive matter, which shall be disposed off. During the work they should display notice board so that the employees or other personnel may be alert.

**19) INSPECTION :**

After placement of Work Order, a joint inspection will be carried out by the contractor and Sr. Dy. Manager (P&E) or his authorized representative(s) to assess the actual quantum of work. Based on the joint inspection, the contractor has to submit a bar chart mentioning description of job along with tentative completion date and the same has to be approved by the Engineer of the Contract. Inspection shall be carried out by the authorized representative(s) of Sr. Dy. Manager (P&E), HDC, SMP, Kolkata accordingly. Sr. Dy. Manager (P&E) or his authorized representative(s) has full right to inspect the work, whenever felt necessary. The contractor must afford all facilities for inspection, by the Sr. Dy. Manager (P&E) or his authorized representative(s), at the risk, cost and arrangement of the contractor.

**20) GUARANTEE PERIOD:**

The overhauling work shall be under guarantee for a period of 12 (twelve) months from the date of completion of work and acceptance thereof by HDC, SMP, Kolkata. This guarantee obligation shall cover both materials supplied and bad workmanship related to the total work executed by the contractor.

If any defect whatsoever develops during the Guarantee Period, the same will have to be rectified / replaced by the contractor, at his own risk, cost & arrangement, within reasonable time.

In default, the Trustees' will be at liberty to get the repairs done at the cost and risk of the contractor.

The contractor should mention the contact address nearby Kolkata / Haldia for such guarantee repairs.

**21) Security Deposit :**

10% of the total contractual amount is to be deposited in the form of Bank Guarantee as Security deposit within 15 days from the date of issue of Work Order. This Bank Guarantee shall remain valid till the guarantee period is over with an additional claim period of 3 months. This Bank Guarantee will be released after successful completion of guarantee period of 12 (twelve) months.

**22) LIQUIDATED DAMAGE :**

If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, @ ½% (half percent) of the total value of work (contract price) as mentioned in the 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.

GST at prevailing rate will be applicable on LD amount.

**23) Tools and Tackles:**

Necessary tools and tackles, fixtures and any other arrangements as would be felt necessary by the contractor to carry out the subject work, shall have to be arranged by the contractor, at his risk, cost and arrangement.

**24) PACKING:**

Contractor shall be responsible for proper packing and delivery of the materials. Contractor should pack the materials in proper way at contractor's own cost for protection against any damage, loss or breakage, etc.

**25) INPUT TAX CREDIT:**

Present percentage rate of GST, as applicable on quoted rates, are to be indicated. GST amount will be paid against submission of GST documents only or any other document required by SMP, Kolkata. The contractor shall be required to upload the details of Invoice raised on SMP, Kolkata in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the Contractor.

**26) Damage & loss to private property & injury to workmen:**

The contractor shall at his own expenses reinstate and make good to the satisfaction of HDC, SMP, Kolkata and pay compensation for any injury, loss or damage occurred to any person, property or rights whatever including property and rights of HDC, SMP, Kolkata (or Agents / servants or employees of HDC, SMP, Kolkata), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify HDC, SMP, Kolkata against all claims enforceable against HDC, SMP, Kolkata (or any agent, servant or employees of HDC, SMP, Kolkata) or which would be so enforceable against HDC, SMP, Kolkata where HDC, SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.

**27) REPORT OF ACCIDENT :**

The contractor shall, within 24 (twenty four) hours of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Engineer or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority, whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings, along with the statements so recorded, will then be forwarded by the contractor to the Engineer at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor / Engineer on duty, engaged by the contractor, and a copy of the same to be forwarded immediately to the Engineer.

**28)** Any insurance coverage shall have to be arranged by the contractor at his risk, cost & arrangement.

**29) SAFETY:**

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules / regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.

**30) Income Tax Deduction:**

Income Tax, if any, as per relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the contractor.

**31) EVALUATION CRITERIA:**

Evaluation with respect to Priced Bill of Quantities (BoQ) :

- a) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, including all other charges except GST, shall be considered for evaluation.
- b) The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item.

The amount against each item, thus arrived, will be added to obtain the total amount.

Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived.

- c) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

**32) Force Majeure:**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which such Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike {excluding that of the contractor's contractor(s) or the sub-contractor's employees}. Upon the occurrence of such case 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 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

**33) PERMIT CHARGE:**

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per the prevailing Scale of Rates of HDC, SMP, Kolkata.

**34) 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.

**35) Compliance with EPF & M P 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 (P&E).

**36) 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 Photo copies of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E).

**37)** Toilet facility as available in the dock area shall be extended to the contractor free of cost.

**38)** The contractor shall commence the work within 07 (Seven) days from the date of issue of Work Order.

**39) Validity:** The Price offer should be valid for 120 (One Hundred Twenty) days from the date of opening of the techno-commercial offer.

**40)** For ‘Risk Purchase’ and ‘Arbitration’, the applicable clauses of the GCC shall be referred to.

**41)** All other terms & conditions excepting those mentioned separately shall be governed by SMP, Kolkata’s [erstwhile KoPT] General Condition of Contract.

**42) Termination of Contract:**

The contract may be terminated anytime within the currency period of the contract by SMP, Kolkata, at its sole discretion, for any of the following reasons and for such cancellation, SMP, Kolkata will under no circumstances, be liable for any financial repercussion to the contractor:

- 1) Breach of any terms and conditions of the contract.

- 2) Any unlawful act on the part of the contractor or any third party on behalf of the contractor, entailing any damage/loss to the life/property/material of SMP, Kolkata or any inconvenience to SMP, Kolkata.
- 3) Any other reasons considered by SMP, Kolkata to be sufficient in this regard.

The decision of the Competent Authority of SMP, Kolkata to this effect, shall be final and binding on the contractor.

## Annexure-C

**Bill of quantity for Carrying out thorough overhauling of Radial Gate (RG) - 3 and Penstock (Flushing) [ PS (F) ] - 3 & 12 along with necessary allied work at Lock Entrance Section under Plant & Equipment (P&E) Division of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata.**

Sl. No.	Item Description	Unit	Qty.	Unit Rate (in Rs.) [Excluding GST]	Amount (in Rs.) [Excluding GST]
1	Dismantling, Lifting and Over hauling of Radial Gate (RG) - 3 and Penstock (Flushing) [ PS (F) ] - 3 & 12 (including stop log repairing, OAKUM fixing, placement of stop logs at proper position, dewatering, scaffolding, damaged seal, retainer plate replacement, painting etc.), as per the Scope of Work & Technical Specification.	Nos.	3		
2	Erection / Installation, Testing and Commissioning (as applicable) of Radial Gate (RG) - 3 and Penstock (Flushing) [ PS (F) ] - 3 & 12 (including dismantling, scaffolding, lifting and placement at proper position of stop log etc, as per the Scope of Work & Technical Specification.	Nos.	3		
		<b>Total Amount :-</b>			