

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)**

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

TENDER DOCUMENT

for

Automation of operating system of existing NSD Lock Gate of SMP, Kolkata including one year's operation on commissioning and thereafter comprehensive annual maintenance contract for further 5 (five) years

Notice Inviting Tender No.: SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021

- **Sending queries and request for site inspection: upto 15-00 hours on 16.02.2021 to
email id: jsengupta@kolkataporttrust.gov.in**
- **Site inspection : At 11-00 hrs. on 18.02.2021**
- **Pre bid meeting : At 14-00 hrs. on 18.02.2021**
- **Start date of submission of e-tender : From 12.00 hrs. on 26.02.2021**
- **Due date of online submission of bid : Upto 15-00 hrs. on 11.03.2021**
- **Date of opening of techno-commercial bid : Upto 15-00 hrs. on 12.03.2021**

**Non-Refundable Tender Fee: Rs.2,950/-
(Rs. 2,500/- plus 18% GST)
EMD: Nil**

**Chief Mechanical Engineer
SMP, Kolkata
Kolkata Dock System**

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[NIT No. : SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021]

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SECTION II

NOTICE INVITING E-TENDER

NIT No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)**

KOLKATA DOCK SYSTEM

TENDER NOTICE:

Mechanical & Electrical Engineering Department of Kolkata Dock System, SMP, Kolkata invites E-Tender through eNIVIDA Portal under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “**Automation of operating system of existing NSD Lock Gate of SMP, Kolkata including one year’s operation on commissioning and thereafter comprehensive annual maintenance contract for further 5 (five) years**”.

2. Bid Document may be downloaded from the websites/ portals of (a) SMP, Kolkata, (b) Railtel and (c) Central Public Procurement viz. <https://smpportkolkata.shipping.gov.in/>, <https://kopt.enivida.in/> portal and <http://eprocure.gov.in/epublish/app> respectively.

Corrigenda, clarifications, addendum or notice(s), if any, shall also be hoisted on the above mentioned websites/ portals.

3. For the sake of submission of on-line bids, bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). Details in this regard are given in the subsequent chapters of this tender document.

4. MINIMUM ELIGIBILITY CRITERIA (MEC):

The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2020, must be at least ₹ 1,20,30,000.00 Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2017-18, 2018-19 and 2019-20 including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

Note: The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA with UDIN) for the years 2017-18, 2018-19 and 2019-20 alongwith Balance Sheets and Profit & Loss Accounts.

The bidder must have experience of having successfully completed “Similar Work(s)” [defined below] during last seven (7) years, ending last day of the month previous to the one in which tenders are invited, and the experience must be either of the following:-

1. Three similar completed works of contract value not less than ₹ 1,60,40,000.00 (excluding taxes) each.

Or

2. Two similar completed works of contract value not less than ₹ 2,00,50,000.00 (excluding taxes) each.

Or

3. One similar completed work of contract value not less than ₹ 3,20,80,000.00 (excluding taxes).

The term “*similar work*” means -

“Design, supply, delivery, installation, testing and commissioning of PLC based automation by integration of instrumentation system (consisting of PLC, field instruments, power and control cable etc.)”.

**Chief Mechanical Engineer
SMP, Kolkata
Kolkata Dock System**

SECTION III

SCHEDULE OF TENDER (SOT)

1.	NIT NO.	:	SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021
2.	MODE OF TENDER	:	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through eNIVIDA Portal https://kopt.enivida.in/). The intending bidders are required to submit their offer electronically through e-Tendering Portal. No physical tender is acceptable by SMP, Kolkata.
3.	Estimated value of Tender	:	₹ 4,01,00,000.00 (Rupees Four Crore One Lakh only) (GST extra).
4.	i) Earnest Money Deposit ii) Tender Fee (Non-refundable)	:	No EMD is required to be remitted. Instead, a Bid Securing Declaration form duly filled in is to be furnished alongwith the techno-commercial offer. The intending bidders should remit Tender Fee of Rs.2,950/- (i.e. Rs.2,500/- plus GST @18%) . “ Tender Fee ” by way of Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized Banks in India having branch in “ Kolkata ” drawn in favour of “ SYAMA PRASAD MOOKERJEE PORT, KOLKATA ” is to be submitted within closing time of the tender to the office of CME with proper superscription on the envelope as detailed at para No. 19 of the following section (Section IV on Bidding Procedure). No other method of payment of Tender Fee shall be accepted.
		:	NOTE :
		:	(i) Since MSME / Micro & Small Enterprises (MSEs) / National Small Industries Corporation (NSIC) under single point registration / DIC / SSI / Aadhar Udyog or any empowered Central / State Govt. authority are exempted from paying tender fee, submission of necessary documents by such bidders in this regard is also imperative. <i>But all MSEs registered with NSIC /DIC are not exempted from depositing cost of tender document. Only those firms, having documents of such exemption for the whole tender work (as per Scope of Work) will be exempted.</i> Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected. For exemption of Tender Fee, the eligible bidder is to upload the scanned copy of the certificate from authority

			concerned in electronic format under techno-commercial bid as per Check-List of the Tender Document given in Sl. No. 4 of Annexure – J.
		:	(ii) In case the said Tender Fee is not deposited by the bidder (other than exempt category as stated above), the respective bid will be summarily rejected, treating the same as non- responsive.
			(iii) The bidders, who are not yet registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (seventy-two) hours prior to bid submission.
5.	RailTel Registration Charges & also Tender Processing Fee for this tender (Non-refundable)	:	Mode of Payment: - E-payment Only through Debit/ Credit Card or Net Banking. Registration Charges: ₹ 2,000/- + Applicable GST Per Year Tender Processing Fee (TPF): 0.1% of estimate value for this tender (subject to Minimum of ₹ 750/- and Maximum of ₹ 7,500/-) plus applicable GST
			Note: Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's eNIVIDA Portal (i.e. Service Provider).
6.	Sending queries and request for site inspection	:	to e mail id: jsengupta@kolkataporttrust.gov.in upto 15-00 hours on 16.02.2021
7.	Site inspection	:	At 11-00 hrs. on 18.02.2021
8.	Pre bid meeting	:	At 14-00 hrs. on 18.02.2021
9.	Start date of submission of e-tender (Techno-Commercial Bid and price Bid) through eNIVIDA Portal	:	From 12.00 hrs. on 26.02.2021
10.	Date of closing of online submission of bid	:	Upto 15-00 hrs. on 11.03.2021
11.	Date of opening of techno-commercial bid	:	Upto 15-00 hrs. on 12.03.2021
12.	Date and time of opening of Price Bid of Techno-commercially qualified Bidders	:	To be informed separately about the event to the valid email ids of the techno-commercially qualified bidders only
13.	Completion Period	:	06 months.
14.	Bid Validity	:	120 days from the closing date of the tender
15.	Guarantee Period	:	One year from the date of taking over of the project on commissioning.
16.	Performance Security Deposit	:	3 % of the Contract Value (upto commissioning stage) excluding GST to be kept valid for one year for one year from the date of commissioning in the form of

			Bank Guarantee with further claim period of three months.		
17.1	Comprehensive Annual Maintenance Contract (CAMC)	:	For five years on expiry of guarantee period of one year		
17.2	CAMC Security Deposit	:	3 % of the CMC value for five years excluding GST in the form of Bank Guarantee to be furnished before release of Security Bank Guarantee and to be kept valid for the entire CAMC period with further claim period of three months.		
18.	Address of the Employer	:	Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust) 15 Strand Road, Kolkata – 700 001, West Bengal, India.		
19.	Address of Engineer	:	Chief Mechanical Engineer Mechanical & Electrical Engineering Department SMP, Kolkata 8, Garden Reach Road, Kolkata - 700043		
20.	Address of the Engineer's representative	:	Shri Anurag Verma, Executive Engineer, HPS/ NSD Mech & Elect. Engg. Department, NS Dock, SMP, Kolkata Mo. Mo. 9874929751 E mail id: anurag.verma@Kolkataporttrust.gov.in		
21.	Contact Persons for any clarification in respect of bid submission	:	<table border="0"> <tr> <td>1. Mr. Jaydeb Sengupta, Superintending Engineer, Mo. 9674720088 E mail id: jsengupta@kolkataporttrust.gov.in</td> <td>2. Mr. Dipak Bhattacharyya, Executive Engineer, Mo. 7439983387 E mail id: bhattacharyadipak4@gmail.com</td> </tr> </table>	1. Mr. Jaydeb Sengupta, Superintending Engineer, Mo. 9674720088 E mail id: jsengupta@kolkataporttrust.gov.in	2. Mr. Dipak Bhattacharyya, Executive Engineer, Mo. 7439983387 E mail id: bhattacharyadipak4@gmail.com
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Note: In case of any unscheduled holiday, Strike/Bandh/transport dislocation etc. on the scheduled date of major events like Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial Bid or Price Bid etc, the same shall be held in the next working day of SMP, Kolkata at the same hour as per schedule at the same venue. Here, working day of SMP, Kolkata means Monday to Friday between 9-30 hrs. and 17-30 hrs.

**Chief Mechanical Engineer
SMP, Kolkata
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SECTION IV
Nit No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021
BIDDING PROCEDURE

SMP, KOLKATA eNivida Special Instruction to Bidders

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust). The e-procurement service provider is RailTel's eNIVIDA Portal.

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids through RailTel's eNIVIDA Portal, evaluation and award of contract using the system. Bidders may keep a watch on the tenders floated under **[https://SMP, Kolkata.enivida.in](https://SMP.Kolkata.enivida.in)**. The link of e-procurement portal is also given on Port's official portal i.e. <https://www.kolkataporttrust.gov.in/> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

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 eNIVIDA Portal <https://kopt.enivida.in/> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

The tender offer shall have to be submitted by the Tenderer only through RailTel's eNIVIDA Portal as explained in the tender document.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in/>

A. GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal.

(<https://SMP.Kolkata.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2,000/- + Applicable GST.

2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
6. Bidders then shall have to log in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. **The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.**
8. After completion of payment for registration, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

B. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, they can pay the processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card and then they may download the required documents / tender schedules, Bid documents etc.

C. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Bidders are requested to please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidders, in advance, should keep ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

D. SUBMISSION OF BIDS

1. Bidders should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. reasonably before the bid submission time. Bidder

will be responsible for any delay due to other issues.

2. Bidders have to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
3. Bidders have to select the payment option as “e-payment” to pay the Registration Fee and Processing Fee.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. Bidders should follow this time during bid submission
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bid, clicking “Complete” by the bidders (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & the bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
7. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. For any clarification in using eNivida Portal:

1. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any query relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/7278929467/8448288981/8448288985

Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com/

F. AVAILABILITY OF THE BID DOCUMENT:

The bid document (in full) would be available in the following websites: -

- [https:// kopt.enivida.in/](https://kopt.enivida.in/) of Railtel
- <http://eprocure.gov.in/epublish/app> of Central Public Procurement Portal.
- <https://smpportkolkata.shipping.gov.in/> of SMP, Kolkata.

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

- G.** Registration with Railtel: At least 72 (seventy-two) hours prior to Bid submission.

Registration Charges: ₹ 2,000/- + Applicable GST per Year

Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with **RailTel's eNIVIDA Portal** (i.e. Service Provider).

H. Tender Processing Fee (TPF): @ 0.1% of estimate value for this tender (subject to Minimum of ₹ 750/- and Maximum of ₹ 7,500/-) plus applicable GST.

I. Mode of payment: E-payment Only through Debit/Credit Card or Net Banking.

J. PARTICIPATION IN THE BIDDING PROCESS:

The bidders will have to participate in the *electronic bidding process through the website of Railtel (<https://kopt.enivida.in/>) only. Bidders are requested to go through the following before submission of bid:-*

1. No physical tender shall be accepted.
2. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid. The bidders **must upload** all the documents required as per Pre-qualification criteria and the documents listed under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
3. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his automatic acceptance of all terms and conditions of the tender.
4. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate for Currency is to be quoted in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
5. SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
6. The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
7. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, actions like suspension and banning of business can also be taken against defaulting bidders.
8. Price bid must be filled-up in EXCEL Sheet through eNIVIDA PORTAL (which

is uploaded by SMP, Kolkata).

9. SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.
10. The participating bidders will be notified about the event of opening of techno-commercial bids and the techno-commercially qualified bidders about the event of Price Bid opening.
11. The bidders shall be in possession of valid ESI (Employees' State Insurance) registration and EPF (Employees' Provident Fund) Account, If either or both of these is / are not applicable or exempted for the bidder, proof thereof and affidavit in the format given for ESI as detailed hereunder in this tender document shall have to be furnished.
12. In case of submission of bid by any bidder other than the Original Equipment Manufacturer (OEM) **of the PLC**, valid authorization certificate from the OEM **of the PLC** must be submitted alongwith the techno-commercial bid and the OEM shall remain responsible for installation, commissioning and operation of the system as a whole including comprehensive annual maintenance contract. The representative of the OEM **of the PLC** must be present during installation and commissioning. Also, the OEM **of the PLC** shall be responsible to provide authorized firm and spares to run the system for atleast ten years after commissioning of the system. In case of non-compliance by the OEM at any point of time upto ten years of commissioning of the system, actions like suspension and banning of business can also be taken against defaulting OEM **of the PLC**.
13. By Office Memorandum No. F. No. 6/18/2019-PPD dated 23.07.2020, Ministry of Finance, Department of Expenditure, Public Procurement Division has inserted sub-rule (xi) to amend Rule 144 of the General Financial Rules 2017 as under in respect of public buying:

“Notwithstanding anything contained in this Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and / or screening, on procurement from bidders from a country or countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, no procurement shall be made in violation of such restrictions.”
14. Also, by Office Memorandum No. P-45021/112/2020-PP (BE-II) (E-43780) dated 14.10.2020, the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) has revised the format for registration of bidders from countries sharing land border with India. The said Memorandum alongwith enclosures is appended after this chapter under Section IV – B of this tender document for necessary compliance including any amendment thereof by the bidders for participation in the instant tender, as required.
15. The evaluation is also subject to compliance of Office Memorandum No. P – 45021/2/2017-B.E. – II dated 16.09.2020 issued by GoI, Ministry of Commerce and

Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) pursuant to Rule 153 (iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017. Bidders are, accordingly, advised to go through the same including subsequent amendment, if any, thereof to appreciate its implication in the instant tender and act accordingly. Submission of necessary documents, if any, by bidders concerned in this regard is imperative.

16. Since MSME / Micro & Small Enterprises (MSEs) / National Small Industries Corporation (NSIC) under single point registration / DIC / SSI / Aadhar Udyog or any empowered Central / State Govt. authority are exempted from paying tender fee, submission of necessary documents by such bidders in this regard is also imperative. ***But all MSEs registered with NSIC /DIC are not exempted from depositing cost of tender document. Only those firms, having documents of such exemption for the whole tender work (as per Scope of Work) will be exempted.*** Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected.
17. In the light of the above terms, different forms and formats (marked as Annexures A to Annexures J) are attached at the end of this tender document including a Check-List to understand the documents which the bidders must upload ON-LINE alongwith their techno-commercial offer. The list of forms and formats is given below for submission of the required documents as per Check-List given in ANNEXURE – J:

LIST OF ANNEXURES

Covering letter for submission of tender, unconditionally accepting all the terms and conditions of the tender and the Corrigendum/Addendum/Clarification issued	ANNEXURE - A
Profile of the Tenderer	ANNEXURE - B
Bid Securing Declaration Form	ANNEXURE - C
Office Memorandum of the Ministry of Commerce and Industry, GoI on registration of bidders from countries sharing land border with India	ANNEXURE - D
Pro-forma of Affidavit for exemption from ESI Act	ANNEXURE - E
Indemnity Bond for exemption from ESI Act	ANNEXURE - F
Undertaking in lieu of submission of signed copy of Tender Document in full	ANNEXURE - G
Format for submitting details of similar works	ANNEXURE - H
Format for financial capability of the Tenderer	ANNEXURE – I
Check List for bid submission	ANNEXURE – J

18. If demanded by SMP, Kolkata, the bidders shall be bound to produce the original. Wherever, any clarification is required on the submitted documents, the bidder shall provide the same whenever so demanded by the Port.
19. **Besides, the bidder must deposit the original instrument for Tender fee (DD/ Pay Order / Banker's Cheque) to the office of the Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata – 700040 within the closing time of the**

tender inside a sealed envelope addressed to the Chief Mechanical Engineer and superscribing "Tender Fee against tender for automation of NSD Lock".

20. In case, any of the documents listed in ANNEXURE - J at the end of this tender document is not furnished, the offer shall be treated as non-responsive and the offer may not be processed for evaluation at the sole discretion/ decision of SMP, Kolkata.

**Chief Mechanical Engineer
SMP, Kolkata
Kolkata Dock System**

SECTION-V
NIT No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

5.1 Definition and interpretations:

- (a) the term “in writing” means communicated in written form (i.e. by letter, e-mail, etc) and delivered against receipt/ acknowledgement / proof;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day; and
- (d) “procurement” means the entire work requirements, as specified in this tender document.
- (e) “Bidder” and “Tenderer” are used interchangeably as synonymous.

5.2 Fraud and corruption:

5.2.1 It is the policy of **SMP, Kolkata** to require that bidders, Contractors to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, **SMP, Kolkata**

(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 SMP, Kolkata 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 Document and in contract, requiring bidders, contractors to permit SMP, Kolkata 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 Eligible bidders:

5.3.1 A Bidder, and all parties constituting the Bidder, **should fulfil the Minimum Eligibility criteria of the tender.**

5.3.2 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 **SMP, Kolkata** 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 tender document.

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

5.3.4 A Bidder that is under a declaration of ineligibility by SMP, Kolkata in accordance with this tender terms, on the date of contract award shall be disqualified.

5.4 Authority in signing the bid / offer:

5.4.1 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 [Part I]**.

5.4.2 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 alongwith **Techno-commercial Bid [Part I]**.

5.4.3 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 alongwith **Techno-commercial Bid [Part I]**.

5.4.4 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

5.5 Sections of Bidding Documents:

5.5.1 The contents of the Bidding Documents as detailed at “TABLE OF CONTENTS” should be read in conjunction with any addendum / corrigendum if issued.

5.5.2 The Employer (SMP, Kolkata) 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.

5.5.3 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.

5.6 Site Inspection & Pre-Bid Meeting:

Prospective bidders are requested to post their queries and willingness for site inspection in connection with this tender to the email id: jsengupta@kolkataporttrust.gov.in positively by **15-00 hours on 17.02.2021**, inter alia, mentioning their contact details like mobile Nos. and e-mail id of their representative proposed to attend site inspection. A call will be sent by 18.02.2021 by SMP, Kolkata to the given contact No. to confirm receipt of the communication in this regard by 15-00 hrs. on 18.02.2021.

Since the site is inside custom bonded area, necessary permit would be provided to the inspecting representative of the prospective bidders. Accordingly, such persons must carry one original photo identity card issued by the government on the day of site inspection.

Beyond this date, the bidders will be suitably intimated about the date and time of site inspection. The queries will be replied in the form of clarification / addendum and the same will be posted in the website.

Over and above, if any discussion is required, the same shall be done while the bidders will be coming for site inspection and / or through on-line / off-line meeting as may be communicated to the bidders by SMP, Kolkata.

5.7 Amendment of Bidding Documents:

5.7.1 At any time, prior to the last date for submission of bids, **SMP, Kolkata** 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 submit queries / observations / suggestions or request for clarification), in writing, well in advance till 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, **SMP, Kolkata** 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 **SMP, Kolkata** shall not be responsible or liable for such cost, 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 **SMP, Kolkata**, 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 with the onus of such translation on the bidder.

5.10 Documents comprising the Bid:

The Bid shall comprise 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 (ITB) and any other relevant clause(s) of this tender document.

(b) Price Bid:

The Price Bid comprises the prices only and the same are to be submitted electronically.

5.11 The bidder shall ensure submission of bid as per details given in

Annexure – J of this tender documents and any further instructions, if given as notice / addenda / corrigenda to this tender document before closing date of the tender.

5.12 Price Schedule:

The Bidder shall quote their price on-line as per the **Price Schedule** (Bill of Quantities) in the Price bid (Part-II), without any condition or deviation. Price indicated anywhere else, in any other form or manner, will not be considered for evaluation of Price Bid.

The Bidder should submit (upload) the **unpriced** format [**PRICE SCHEDULE**] of the instant Bidding Documents, duly filled in the GST rates at appropriate places and signed & stamped as token of acceptance.

5.13 Bid Prices:

5.13.1 The prices are to be quoted by the Bidder, considering the work requirements, as detailed in the tender documents.

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 prices and rates entered electronically **as per the Price Schedule** (Bill of Quantities) in the Price bid (Part-II), by the **Bidder**, shall 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.
- (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 the staff & labour of the successful tenderer 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 successful tenderer, 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 “**PRICE SCHEDULE**”, 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 SMP, Kolkata to get due credit against GST paid.

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

5.13.6 All quoted rates will remain firm during the validity period of the bid / offer, including any / all extension thereof, agreed by the bidder.

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

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 an 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:

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

In exceptional circumstances, prior to the expiry of the bid validity period, **SMP, Kolkata** 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,. 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 **SMP, Kolkata**, in writing.

5.16 Earnest Money Deposit (EMD):

Waived and instead, the bidders shall have to furnish a Scanned copy of Bid Securing Declaration Form as per ANNEXURE-C of this tender document.

D. SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID)

5.17 Submission of bids:

5.17.1 Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **only**. **It is ipso facto accepted that by on-line submission of bid, the bidder has accepted all terms and conditions of the tender without any deviation.**

5.17.2 The Bidder should submit (upload) the scanned copies of all the

relevant and required documents, statements, filled up formats, certificates, etc. as specified in the tender, in support of their **Pre- qualification Criteria and Techno-commercial Bid**.

5.17.3 Before scanning the aforesaid 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, owning responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

5.17.4 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.

5.17.5 The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **SMP, Kolkata**.

5.17.6 The **Price Bid** shall comprise the prices only and the same is to be submitted electronically. *No hardcopy of priced "Price Schedule" is required to be uploaded.*

5.18 Techno-commercial offer

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

5.18.2 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 SMP, Kolkata.

5.19 Price offer

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

5.20 Deadline for submission of bids

5.20.1 Bids must be submitted within the closing date & time indicated in the Schedule of Tender (SOT).

5.20.2 SMP, Kolkata 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 tender terms, in which case all rights and obligations of SMP, Kolkata and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.21 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.

5.22 Withdrawal of bids:

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

5.22.2 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 by the bidder on the “**FORM OF TENDER [for Techno-commercial (un-priced) Bid].**” or any extension thereof. Modification / withdrawal of the bid sent through any other means shall not be considered by **SMP, Kolkata.**

5.22.3 Withdrawal of bid during the interval between such closing time on due date and expiry of the bid validity period, may result in actions in terms of Bid Securing Declaration.

5.23 Bid opening [except Price Bid]:

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

E. EVALUATION OF BIDS

5.24 Confidentiality:

5.24.1 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.

5.24.2 Any attempt by a Bidder to influence SMP, Kolkata in the examination, evaluation and comparison of the bids, or contract award decisions may result in the rejection of their bid.

5.24.3 Notwithstanding anything contained in this tender document, from the time of bid opening to the time of contract award, if any Bidder wishes to contact SMP, Kolkata on any matter related to the bidding process, they should do so in writing.

5.25 Clarification of bids:

To assist in examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (SMP, Kolkata) may, at its discretion, ask any bidder for a clarification of their bid. The Employer (SMP, Kolkata) 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 (SMP, Kolkata), 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 (SMP, Kolkata), shall not be considered. The Employer’s (SMP, Kolkata’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.

5.26 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.

5.27 Responsiveness of bids:

5.27.1 Responsiveness of a bid would be determined on the basis of the contents of the bid itself, and clarification(s) in accordance with what is specified in the tender document.

5.27.2 A substantially responsive bid is one that meets the requirements of the tender document 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, SMP, Kolkata'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.

5.27.3 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 the tender document.

5.27.4 If a bid is not substantially responsive to the requirements of the bidding documents, it shall be rejected by SMP, Kolkata and may not subsequently be made responsive by the bidder, by correction of the material deviation, reservation, or omission.

5.28 Nonconformities, errors and omissions:

5.28.1 During examination, evaluation & comparison of the bids and qualification of the bidders, the Employer (SMP, Kolkata) may, at its discretion, ask any bidder for submitting any clarification and / or document(s) for pre-qualification of the bidder. **In no case, however, such documents will include new credentials, not submitted alongwith the original offer.** In case any bidder fails to submit required documents within the time stipulated by the Employer (SMP, Kolkata), 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. The Employer's (SMP, Kolkata's) request for submission of further document(s) shall be in writing.

Any document submitted by a bidder, which is not in response to a request by the Employer (SMP, Kolkata), shall not be considered.

5.28.2 SMP, Kolkata shall examine the bids [including the further documents / clarifications received] to confirm that all documents asked for in

the tender have been provided and determine the completeness of each document submitted.

5.28.3 Provided that a bid is substantially responsive, SMP, Kolkata may waive any nonconformities or omissions in the bid that do not constitute a material deviation.

5.29 Examination of Pre-qualification Criteria:

5.29.1 At first, the contents of the documents, submitted in support of the Pre-qualification Criteria [including the further documents / clarifications received] will be scrutinized and evaluated.

5.29.2 While evaluating Pre-qualification Criteria, regard would be paid to National Defence and Security considerations of the Indian Government.

5.29.3 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 SMP, Kolkata, the respective bid will be treated as non-responsive and “Price Bid” of the respective Bidder will not be considered further.

5.30 Examination of Techno-commercial offer:

After scrutiny of the **Pre-qualification Criteria, Techno-commercial Bids** of the Pre-qualified bidders [as indicated above] will be scrutinized & evaluated.

5.31 Opening of Price Bid:

PRICE BIDS of the bidders, who qualifies in the “Pre-qualification & Techno-commercial Bid”, will be opened on a later date, upon due intimation to the concerned bidders at their address furnished by them in their bid.

5.32 Comparison & Evaluation of Price-Bid and selection of Successful Bidder:

5.32.1 While evaluating the Price Bids, the Price quoted by the Bidders against all items of the **Price Schedule** shall be taken into account and the **TOTAL PRICE**, which would be arrived at, by adding quoted prices of all items of the **Price Schedule**, will be considered for evaluation. Selection of the successful bidder will be made on the basis of the **lowest “TOTAL PRICE”** thus arrived.

5.32.2 In case it is found that the quoted “**TOTAL PRICE**” is same for two or more bidders and their bids become the lowest, the respective bidders will be given chance to submit percentage of unconditional discount on their respective quoted price for determination of the lowest bidder. Selection of the successful bidder will be made on the basis of the revised **lowest “TOTAL PRICE”** thus obtained.

5.32.3 The evaluation is also subject to compliance of Office Memorandum No. P – 45021/2/2017-B.E. – II dated 15.06.2017 issued pursuant to Rule 153 (iii) of the General Financial Rules 2017 in respect of public procurement (Preference to Make in India), order 2017. Bidders are advised to go through the same to appreciate its implication in the instant tender and furnish documents alongwith their techno-commercial offer, if applicable.

5.33 SMP, Kolkata’s right to accept any bid and to reject any or all bids:

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

F. AWARD OF CONTRACT

5.34 Subject to the tender conditions, SMP, Kolkata shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid after successful pre-qualification and is substantially responsive to the Bidding Documents.

5.35 Notification of award:

Prior to the expiry of the period of bid validity or extended **validity**, **SMP, Kolkata** 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**” arrived at through tendering.

5.36 Performance Guarantee / Security Deposit:

5.36.1 Within **fourteen (14) days** of issuance of “**Order Letter**” by **SMP, Kolkata**, the Successful Bidder shall provide the **Performance Bank Guarantee** in accordance with the **Special Conditions of Contract**, using the draft proforma furnished in the **GCC of this tender document**.

5.36.2 No interest / charge, of whatsoever nature, shall be paid by **SMP, Kolkata** on the amount of Performance Guarantee / Security Deposit at any stage.

5.37 Signing of contract agreement:

5.37.1 After placement of order, and immediately on submission of Performance Bank Guarantee, the **contract agreement** [as per the form furnished in **GCC**] should be executed between **SMP, Kolkata** and the **Contractor (Successful Bidder)** on **Non-judicial Stamp Paper** worth **₹ 60.00 & dummy papers** (for three sets) as detailed in the Special Conditions of Contract of this tender document (one original and three copies on Dummy paper).

5.37.2 After execution of the contract agreement forms (one original plus three copies), duly signed by authorised person of SMP, Kolkata & authorized person of the Contractor (Successful Bidder), the same shall be kept under SMP, Kolkata’s custody, after affixing the Common Seal of SMP, Kolkata and one out of three copies shall be handed over to the contractor for their record & future reference.

Total process of executing contract agreement should be completed within **Twenty eight (28)** days of issuance of “**Order Letter**” by SMP, Kolkata. Until such contract agreement is executed, the other documents shall collectively be the contract.

5.37.3 Failure of the successful bidder to submit the above-mentioned Bank Guarantee for Performance Guarantee / Security Deposit or sign the contract agreement shall constitute sufficient grounds for the annulment of the award and actions in terms of Bid Securing Declaration Form to be furnished by the bidder

duly filled in while submitting on-line bid.

5.37.4 All costs, charges & expenses, including Stamp Duty, shall be borne by the Successful Bidder.

G. General:

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

5.38.2 Should there be any doubt or ambiguity as to meaning of any portion of the Tender Document or if any further information is required, the same shall be clarified/addressed by SMP, Kolkata through separate information to the tender document / notice. Prospective Tenderers are advised to attend the Site inspection since no excuse of ignorance of clarifications/ amendments given by SMP, Kolkata shall be accepted. Any offer having deviation from SMP Kolkata's terms and conditions after those are frozen, may render the offer unacceptable to SMP Kolkata

5.38.3 Disclosure/indication of price in Techno-commercial part (in case of Two Part) of the tender shall be liable to be disqualified.

5.38.4 The rate quoted in the tender shall hold good and shall be binding on the Tenderer. No escalation on the rates (Part-II & Part-III of BOQ items) will be entertained during the contractual period.

5.38.5 Any quotation received for part supply or of doing a portion of the work with responsibility for carrying out remaining works by the SMP, Kolkata, will not be considered.

5.38.6 No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender.

5.38.7 The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/ Regulations/Bye-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.

5.38.8 All payments due to the Contractor under the Contract shall be made in India in Rupee Currency. No foreign exchange is payable on this contract.

5.38.9 The Tenderer shall disclose the names of their

Partners/Directors/Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to SMP Kolkata. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/ contract, if entered into, may be terminated.

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

5.38.11 At any time, prior to the last date of submission of Tenders, SMP, Kolkata reserves the right to amend and modify the Tender Document. Such amendment shall be hoisted in SMP Kolkata's aforesaid website and SMP, Kolkata would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderers. SMP, Kolkata may, at its discretion, alter any of the major dates like last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment / modification.

5.38.12 The Tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse on their part for infringing any of the conditions of the tender.

5.38.13 While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.

5.38.14 The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item through e-mail after site inspection within the stipulated time period. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled. The tenderer/s shall distinctly understand:-

- a. that they will be strictly required to conform to the General Conditions of Contract and Specification as contained in each of its clause;
- b. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

5.38.15 Tenderer/s shall also sign every page of the tender documents in token acceptance thereof.

5.38.16 If it is found that two or more persons who are connected with one another financially or as principal – agent or master-servant and have tendered separately under different names for the same tender without disclosing their

connection or it is found that the same person has submitted more than one tender under different names, the tenders may be rejected or any contract if entered into under such conditions shall also be liable to be cancelled at any time during its performance.

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

5.38.18 In addition to the above, a bidder may be disqualified if:-

- a. The bidder provides misleading or false information in the statements and documents submitted.
- b. Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy, etc.

5.38.19 The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the Bidder.

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

A. SCOPE OF WORK

6.1 General: Scope of Supply & Work includes all design, engineering, procurement, supply & delivery of equipment and materials, testing at manufacturers works, services, installation, erection, testing and commissioning of PLC based automation system for operation, monitoring & adjustment of buoyancy of Inner & Outer Caisson gate, equalization of water level at both sides of inner & outer Caisson Gates, operation & control of Penstock Gates /valves and monitoring & control of Caisson Gate movement at NSD, KDS, SMP, Kolkata.

This will be followed by One Year's Guarantee Period with simultaneous operation and thereafter Comprehensive Annual Maintenance Contract (CAMC) for five years.

6.2 Comprising the following items:

- a) PLC based control Station at each Penstock Gate Controlling point.
- b) Wireless communication Interface between Non-working zone and Working zone.
- c) Touch Panel based HMI for each Machine House/ control station.
- d) SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE System for centralized monitoring & Control with limited access control provision at centralized location/administrative office of SMP, Kolkata.
- e) Interface with Hydraulic system for speed control of Caisson Gate.
- f) Control of Penstock Gate operation control.
- g) Electrical Control Panel with necessary Hardware for accommodating the PLC&HMI.
- h) Level Sensor for Open Channel Water level measurement.
- i) Level Sensor for Trimming Tank and Ballast Tank level measurement.
- j) Pressure transmitter for hydraulic pressure monitoring for Caisson Gate hydraulic system.
- k) Motorized Control Valve with electrical actuator for water line for Trimming Tank filling.
- l) CCTV Camera for Operation monitoring.
- m) Ethernet cables for communication of entire system.
- n) 12 core Fiber Optic cable for PLC Panel interconnectivity & PLC to SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE communication.
- o) Outdoor type 100 A Distribution Board, including foundation.
- p) 3.5 C X 150, 1.1 kV grade, XLPE insulated, Aluminium Conductor, armoured cable, including laying.
- q) 2.5 C X 1.5 mm², 1.1 kV grade, flexible screen copper cable, including laying.
- r) GI Strip of size 25 mm X 3 mm, including laying, for earthing connection.
- s) Caisson Gate RPM Measurement with necessary Hardware & Software.
- t) Caisson Gate Hydraulic Pressure Measurement with necessary Hardware & Software.
- u) Penstock Gate Hydraulic Pressure & Level Measurement with necessary Hardware & Software.
- v) Supply & installation of Seal Detection system.
- w) Supply & installation of Hooter system.
- x) Supply & installation of CRD system for Power to Caisson Gate.
- y) Each Machine house Hydraulic Tank Level & Temperature Measurement with

- necessary Hardware & Software.
- z) UPS require for PLC & HMI Power supply.
- aa) Starters for Pump Motors in Caissons as per requirement.

6.3 Maintenance Work During Guarantee Period and Comprehensive Annual Maintenance Contract (CAMC) Period:

- a) After successful installation by the Successful tenderer and acceptance by SMP, Kolkata, annual maintenance shall be carried out by the successful tenderer during the warranty period and thereafter for a further period of five years beyond warranty period.
- b) The annual maintenance work is comprehensive in nature, therefore, all the repairing and maintenance cost including spares are to be borne by the Successful tenderer.
- c) The successful tenderer shall submit the maintenance schedule to SMP, Kolkata for approval based on SMP, Kolkata's recommendation to carry out the maintenance work during CAMC period.
- d) Maintaining the maintenance record in Logbook.
- e) The successful tenderer shall arrange training to the technical persons (20 heads) of SMP, Kolkata for operation of PLC based automation system for 7 days.
- f) The successful tenderer shall complete the preventive maintenance activity every month and shall record the same in the register duly signed with counter-signature of appropriate authority of SMP, Kolkata. In case the said system is replaced or supplemented by any software recording system, the same will be applicable.
- g) During warranty and comprehensive maintenance contract period, the successful tenderer shall provide at least 01 (one) technical personnel who will be stationed at SMP, Kolkata to take care of the entire system so that uninterrupted operation is carried out. He will be responsible for supply of maintenance spares and consumables during the entire period and he will also assist in operation as per the direction of representative of SMP, Kolkata.
- h) Payment shall be made on quarterly basis during CAMC period. The successful tenderer shall submit the availability records and also maintenance report with the bills.
- i) The successful tenderer shall provide the contact details, mobile No. and E mail id of deputed person for this Job.
- j) The successful tenderer shall maintain 100% availability of PLC based automation system for operation. Otherwise Rs. 50,000 per hour for non-functioning of system due to failure, subject to maximum the amount kept as Performance Bank Guarantee shall be deducted during the comprehensive maintenance and warranty period till re-instating of the defective part of the system.

6.4 System Architecture:

- a) PLC control station panels are to be placed in the Working area consisting of one (1) control station for each Penstock gate control point for both Working & Non-working zones of the lock gate.
- b) Each control station must be connected with the SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE and Non-working zone stations must be connected with each other for redundancy.
- c) The Working zone stations must be connected with the SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE.

- d) The SCADA/PC BASED VISUALIZATION & CONTROLLING SOFTWARE station should be installed in local administrative building near the Lock gates.
- e) Non-working & Working zone control stations should communicate on wireless mode.
- f) Controlling of 52 gate Valves must be connected with SCADA/ PC BASED VISUALIZATION & CONTROLLING SOFTWARE.
- g) Controlling of pump motors must be connected with SCADA/ PC BASED VISUALIZATION & CONTROLLING SOFTWARE.
- h) Controlling of automatic ladder must be connected with SCADA/ PC BASED VISUALIZATION & CONTROLLING SOFTWARE.

6.5 The “Scope of Work” also includes following work:

- a) Detailed logical programming of PLC for the Penstock gate operation & Monitoring, Caisson gate buoyancy adjustment & level balancing with operation interlock.
- b) Detailed design of SCADA/PC BASED VISUALIZATION & CONTROLLING SOFTWARE for centralised monitoring & control of gate operation.
- c) Commissioning of PLC, Transmitters, CCTV camera & SCADA or VISUALIZATION SYSTEM.
- d) Establishing wireless communication between non-working side control stations with working side control stations.
- e) Control & monitoring of Caisson gate equipment from local & central controlling stations.
- f) Level signal from the cooling water reservoir.
- g) Laying of Fibre Optic cable, Power cable & Signal cable to commission the said automation system as necessary to be done at site as per guidelines of SMP, Kolkata.
- h) Installation of new distribution boards, connection of the existing cables & wires to the connectors of the distribution boards, changing the connector wires, etc.
- i) Excavation of cable trenches, if and as required, for laying directly buried cables in underground Civil structure for distribution boards.

6.6 All the materials required for the aforesaid work are to be supplied as per the “Technical Specifications”, specified hereinafter with the supporting documents necessary.

- a) Materials required for the instant work and different specifications related to the instant work should be as per latest Indian Standard (IS) [issued by Bureau of Indian Standard] / latest International Standard issued by International Electro technical Commission (IEC), as applicable, if not specified otherwise.
- b) The PLC, HMI, & SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE must be of the same make and necessary documents to be submitted in support of that. The makes of the above items will be ABB/SIEMENS/SCHNIDER ELECTRIC / FUJI.
- c) Valid authorisation certificate from manufacturer/principal shall have to be provided if the bidder is not the manufacturer or the principal of PLC, HMI, & the Visualization Software/SCADA.

6.7 The cable laying work is to be carried out by competent personnel holding valid licence as applicable in this behalf. The work is to be executed at site, under direct supervision of a person holding a valid certificate of competency issued or recognised by the competent authority as applicable.

6.8 Contractor's personnel with respect to physical execution of the contract at site level:

The contractor may authorise their personnel for the activities in connection with execution of the contract, at site level. Signature of such persons should be attested by an authorized official / representative of the contractor.

B. TECHNICAL SPECIFICATIONS:

6.9 Programmable logic controller (PLC):

- a) Both PLC hardware & software should conform to IEC 61131 international standard.
- b) PLC should have minimum I/O handling capacity of 8000 I/O with rack mounted type PLC. IN rail mounted PLC system is not acceptable.
- c) PLC inbuilt programme memory should be minimum 8MB or higher.
- d) CPU must have battery less memory retention technology to avoid replacement of battery and related maintenance issue. Internal Memory shall be non-volatile, based on latest semiconductor (NAND flash) storage technology for process application and data storage, and after commissioning, minimum 60% memory should kept spare for future expansion.
- e) PLC I/O refresh time & Program scan time should be less than or equal to 10 ms.
- f) PLC CPU must be comprised of 32-bit processor. It should be based on dual core multi-function microprocessor technology as a minimum and shall carry the latest error correction (ECC) technology.
- g) The PLC CPU should comprise Built in USB interface. Programming port must be different & separate from the communication port.
- h) The PLC CPU should comprise Built in Compact Flash memory slot.
- i) The PLC CPU should facilitate control and information with enhanced data processing function using mass memory storage and built-in Ethernet functionality.
- j) The PLC must have provision for Hot swappable I/O modules.
- k) The PLC should be comprise feature for RF Antenna/ Wi-Fi interface.
- l) Multi CPU feature for n:1 redundancy should be available within the CPU for future provisions without the need to change the existing CPU.

Controllers shall be fully redundant operating in Hot-standby mode. The hot standby configuration hardware shall be based on two separate identical hardware configurations set i.e. the primary and the hot standby controller modules shall be located at two separate back planes and configured with identical hardware, software and firmware. Either controller can serve as primary or backup.

The primary and standby CPU sections should be connected over a dedicated redundancy link (with extremely high transmission speed (in 1Gbps or more)) to ensure true redundancy.

The Hot-standby function shall be the inherent property of the controllers implemented at the processor operating system level. Engineered solutions developed for implementing redundancy functionality, for example, switch over function through user logic, shall not be acceptable.

- m) The CPU rack to RIO rack communication shall be on 100Mbps ring architecture. Also Rack backplane bus must support 100Mbps communication speed.
- n) CPU must support Online programme modification, also online hardware changes i.e. addition of I/O Rack, IO module etc. should support by offered PLC without stopping

- the CPU.
- o) All Electronic modules of PLC shall have conformal protective coating as per G3 / GX classification in accordance with ISA S-71.04 standard. The conformal coating version shall be a standard product from the manufacturer's factory. The hardware that is being conformal coated locally shall not be acceptable.
 - p) The PLC system shall comply with IEC-62443 standards for Industrial Automation and Control System security. The system shall preferably be Achilles level 2 / ISA Secure EDSA / Equivalent certified.

PLC and IO system should be rack based system only and modular in design. DIN Rail mounted systems are not acceptable. Rack backplane bus speed must also be 100 Mbps.

All input/output cards shall have quick disconnect modules terminations allowing for card replacement without disconnection of external wiring and without switching off power supply (i.e. hot swappable type). In general, all Output cards shall be sourcing type and Input cards shall be sinking type.

DI Card Specification-

Signal Voltage- 24 Volt
Group Isolation Level- 1.4KV
Channel Density- 32/64

DO Card Specification -

Signal Voltage- 24 Volt
Group Isolation Level- 1.4KV
Channel Density- 32/64
Relay- Each channel should wire through external relay board.

AI card Specification -

Signal Voltage- 4-20mA, 0-20mA, -10V to +10V
Isolation Level Channel to Bus - 1.4KV
Isolation Level Channel to Ground - 1.4KV
Isolation Level Channel to Channel - 300V
Channel Density- 4/8 isolated
Analogue input resolution- 15bit

AO card Specification -

Signal Voltage- 4-20mA, 0-20mA, -10V to +10V
Isolation Level Channel to Bus - 1.4KV
Isolation Level Channel to Ground - 1.4KV
Isolation Level Channel to Channel - 300V
Channel Density- 4/8 isolated
Analogue input resolution- 15bit

6.10 HMI (Touch based Human Machine Interface):

The HMI touch screen [Comprising marine classification standards [ABS/LR/NK/DNV] with IP 66 front case protection, having withstanding capacity of 50°C ambient temperature & minimum ambient humidity of 85 % RH and certified to withstand up-to contamination zone 2. Must be considered for each PLC station for local monitoring or control option.

The HMI touch screen comprising marine classification standards [ABS/LR/NK/DNV] with IP 66 front case protection, having withstanding capacity of 50°C ambient temperature & minimum ambient humidity of 85 % RH and certified to withstand up-to contamination zone 2. Must be considered for each PLC station for local monitoring or control option.

- a) The HMI should comprise adjustable dimmer functions with more than 100 levels of brightness to suit all types of surrounding light for operator as it is an open-air location.
- b) The HMI screen should not be less than 10 inch.
- c) HMI should be compatible with the proposed PLC system. However, it should comprise provision for Ethernet & Serial communication & memory card slot for better operation.
- d) The Hardware should be suitable & having the provision for direct connectivity of External buzzer. The Hardware should have the provision for direct connectivity of External buzzer & directly to PLC.
- e) The Hardware & Screens should be compatible with vertical panel placement & display option for design at least 4 times bigger than screen size for monitoring.
- f) The HMI must have built in feature for both screen design upload & download for future modification & changes.
- g) There must be feature for accessing, monitoring and changing the HMI screens, from the main/central control desk.
- h) The Hardware should be comprising features like Alarm, Data logging, Trending & Data storage with external/internal storage.
- i) It should have in built logical programming area and should be able to retain process values even if there is a loss of power or communication or both.
- j) The HMI must have option for remote connectivity through PC or Android mobile to control and / or monitor the process.
- k) The HMI memory should be expandable with external memory cards.

6.11 SCADA or PC BASED VISUALIZATION & CONTROLLING SOFTWARE

The central SCADA/PC BASED VISUALIZATION & CONTROLLING SOFTWARE should be located in the local administrative building for centralised control & monitoring.

- a) The system must have dual display feature option built in with upper desk for monitoring & lower desk for control.
- b) The system should have the feature for multilayer user access control.
- c) There must not have any licensing limitation on TAGs for future TAG expansion.
- d) The system should have the feature for incorporating different makes of controller without any additional software.
- e) The system should have option for a varied range of part library with simulator and emulator function.
- f) The system should comprise Real time Process Data & Alarm Data logging facility and default option for customizable reporting.
- g) The system be migratable if there is a need for hardware change in the future.
- h) The system be upward compatible with the version of Windows.
- i) The system be able to prepare a global memory list for the connectivity of PLC.

6.12 Level & Pressure sensing equipment

The pressure transmitter:

- a) The system should comply certifications like SIL 2, IEC61508, IEC61511,ATEX.

- b) The system should have protection class of IP67.
- c) The system technology should be capacitance based with accuracy level of at least 0.065%.
- d) Turn down ratio for the system should be 100:1.
- e) Stability of the transmitter should not be less than $\pm 0.1\%$ for at least 10 years.

6.13 Electric Control Panel (PLC control stations):

- a) The control panel should be made of SS 316 & must comprise at least IP 54 standard & suitable for outdoor location with glass door protection.
- b) The Control panel should comprise of necessary hardware for accommodation of the automation system.
- c) Adequate measures should be there for necessary panel equipment protection

6.14 1.1 kV grade, Cross Linked Polyethylene (XLPE) Cable:

The cables should be generally compliance with IS 7098 (Part-2) [with latest amendment, if any] with following specifications:

- a) Size: 3.5 C X 150mm².
- b) Conductor materials: Aluminium.
- c) Shape: Stranded Compacted Shaped.
- d) Insulation: Cross Linked Polyethylene (XLPE).
- e) Armouring: Single layer, Galvanised steel flat strip

6.15 System overview

6.15.1 Open Channel Level measurement:

Currently water levelling happens through Penstocks through gravity and there is no level measurement system installed. Level measurement of both sides of the gates are to be done with level transmitter and sent to PLC & Central Visualisation system for further processing. Three level transmitters are required to measure the level of the river, the barrel and the basin. Two acoustic annunciators/ PC Based Sound are required to be installed for giving sound alarm when levelling is completed.

6.15.2 Penstock gates /valves:

Altogether 8 nos. of electro-oil-hydraulic penstocks are installed – four on the working side and rest four on the non-working side. These are required for levelling of water on either side of the gates.

No data of the Penstock gates to the PLC can, however, be transmitted from the non-working side from where no cabling can be done. Wireless communication has, therefore, to be considered for Penstock gates installed at the non- working side.

For each Penstock gate, in the scope of the work, the successful tenderer shall have to install an open Limit Switch and a close Limit Switch. All of these operation data have to be transmitted to PLC and operating command for valves has to be transmitted back to the Penstock gates.

6.15.3 Caisson gate weight adjustment:

Weight of the gates is required to be kept optimum to facilitate smooth movement of the gates in and out of the working area. This is done in keeping with the tide conditions. Whenever the water level changes outside the barrel i.e. at river, different buoyancy forces

act on the gate which in turn changes the effective weight of the gate. To counter this, water is filled in or pumped out of four trimming tanks present inside each gate. Water is filled in by manual operation of 26 valves in each gate, which are required to be automated to carry out operation from Control station. Provision for manual operation should also be given. Currently sounding of various tanks inside the caisson gate is being manually measured using an iron stick.

5 nos. of level transmitter for each Caisson gate is required to measure the level of each tank & the level data are to be transmitted to the local **PLC & HMI** & the Central Visualisation & Control System.

Water is pumped out from the tanks by two 25HP centrifugal pumps for each Gate that is also to be automated to carry out operation from local control station **as well as the Central Visualisation & Control System.**

Power and control signals for all these instruments are carried through movable wired system or wireless system as these instruments and actuators are mounted on the moving Caisson gates.

6.15.4 Caisson gate horizontal movement:

Each gate is pushed out from camber to barrel and pulled in from barrel by using an electro-oil-hydraulic drive system. The pressure of the said system is monitored with a pressure gauge. The hydraulic pumps are of variable displacement piston type.

The speed of the gate is controlled by a SOL and optimum position of the gate is controlled by the two limit switches installed at both ends. Other two Limit Switches for speed change-over are installed at Machine House. Three Nos. Pressure transmitters are required for each of the two Power Packs for each gate (2 Nos. 0-300 kg/cm² and 1 No.0-80 kg/cm²) to transmit the data to central SCADA/VISUALIZATION SYSTEM.

All Caisson gate limit switches signals are to be taken to PLC & SCADA/VISUALIZATIONSYSTEM.

6.15.5 CCTV networking:

For Continuous monitoring of Penstock valve operation & operating panels, two cameras are to be installed at Caisson Gate to monitor the Caisson Gate operation. Therefore, total 6 nos. CCTV cameras will be installed at Caisson Gate and machine House to monitor its operation.

Two more spare cameras are also to be provided for future use.

6.15.6 Motorised actuator for valve operation

The existing manual operated valves are to be replaced by motorised actuator type. The selection of electrical actuator to be selected as per existing valve working pressure of 150 PSI Non- rising spindle, operated at 415 V50 Hz. Twenty six electrical actuators are required to be installed per gate. Therefore, total 52Nos. actuators are to be installed.

As per nature of operation this will be on & off type. The feedback of motorised actuator

is to be synchronised with SCADA/PC BASED VISUALIZATION & CONTROLLING SOFTWARE operation.

6.16 1.1 KV grade, 2.5 Core, 1.5 sq mm 1.1KV grade copper screen flexible control cables:

Supply, laying and connecting 2.5 Core, 1.5 sqmm 1.1KV grade copper screen flexible control cables for inter connection with PLC to field instrument for control cabling including glands and both end termination using suitable copper lugs with suitable marking ferrules complete. The marking of ferrules should be made as per the direction of representative of SMP, Kolkata.

6.17 Laying of 1.1 kV grade, XLPE Cable:

Laying of cables is to be executed by a competent person [holding a valid permit for 1.1 kV grade cable laying and jointing, issued or recognised by the competent authority (in line with The Indian Electricity Rules, 1956)], under direct supervision of the Successful tenderer's Engineer(s) / Supervisor(s) [holding a valid certificate of competency for (at least for Underground Cable up to 1100 V), issued or recognised by the competent authority (in line with The Indian Electricity Rules, 1956)].

- a) Before laying of Cables, cable routes should be checked properly to avoid interference with the existing cables, structures, heat sources, drains, pipelines, etc., as far as possible and minor adjustments to be done to suit the field conditions, wherever deemed necessary, without any extra cost. Considering above, cable routes should be carefully measured to ascertain the exact requirement of cable for a particular feeder. Sufficient lengths to be kept for the final connections of the cables to the terminal of the equipment.
- b) Cable should be handled carefully during installation, to prevent mechanical injury to the cables. During laying of cables, Cable Drum, Lifting Jacks, sufficient numbers of Cable Rollers and other materials, as necessary, must be used to avoid any mechanical injury to the cables.
- c) Directly buried cables should be laid in underground Cable Trenches to be excavated by the Successful tenderer subject to non-availability/non-accessibility of space in existing cable trenches. Width of the Cable Trench should be such that all cables shall be correctly spaced and arranged. The 1.1 kV grade cables should be laid in trenches at a depth of 0.75 m.
- d) Before cables are placed, the bottom of the trenches should be filled with a layer (approx. 100 mm) of sand at the bottom of the trench, duly levelled. After laying of the cable on the sand bed bricks should be placed at both sides of the cable. The cable inside the brick walls to be covered with sand at the bottom of the trench, up to the height of wall. Bricks should also be used as protective top covering and to be placed on the top of the protective brick walls. Rest of the trench should be re-filled with soil, rammed and levelled.
- e) The bricks, to be used for protective top covering & side wall, should be of class designation 10.0 (as per latest version of IS: 1077, 1992). Dimensions [non-modular size (230 mm. x 110 mm. x 70 mm)] and tolerances of the bricks should be as per latest version of IS: 1077, 1992.
- f) When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided, by the Successful tenderer. However, shall it become necessary to cut holes in the existing foundations or structures, the successful tenderer should obtain approval from engineer/ engineers representative of SMP, Kolkata, before cutting is done. Cutting, if necessary and mending good of any cut portion should be done by successful tenderer at his cost and risk.

- g) Cables should be handled carefully during installation to prevent mechanical injury to the cables. During laying of cables, Cable Drum Lifting Jacks, sufficient number of Cable Rollers and other materials, etc. as necessary, must be used to avoid any mechanical injury to the cables. Ends of cables leaving trenches should be coiled and provided with a protective pipe or cover, until such times, the final terminations to the equipment are completed.
- h) After laying of the cables in the trench and before placement of protective covering, an Insulation Test should be carried out for each length of cable in presence of the representative of SMP, Kolkata. After re-filling the trench with soil, rammed and levelled, Insulation Test of the cable should also be carried out in presence of the representative of SMP, Kolkata.
- i) All cables will be identified close to their termination points by Cable Number / Equipment Number, which will be punched on Aluminium Straps (approx. 2 mm thick) securely fastened to the cable and wrapped around it. Type and size of the cable also to be punched on the Aluminium Straps.
- j) Each underground cable should be provided with Identification Tags (made of lead) securely fastened every 50 m of its underground length, with at least one tag at each end before the cable enters the ground. Concrete Cable Markers are to be placed at cable joint locations and "L.T. Cable Joint" should be engraved on the said Cable Markers.
- k) All temporary ends of cables must be protected against dirt and moisture to prevent damage to the insulation. For this purpose, ends of the cables should be covered with PVC insulating tape.
- l) Where splices or terminations are required in circuit, it is required to measure insulation resistance of each length of cable before splicing and /or terminating. It is required to repeat measurement after splices and /or terminations are completed. Before energizing, the insulation resistance of every cable shall have to be measured. It is required to measure the Insulation Resistance of directly buried cables, before Cable Trenches are back-filled.

6.18 Erection / installation of Distribution Boards for supplying of power:

- a) The RCC foundation (1:2:4, with nominal reinforcement) for outdoor Distribution Boards for supplying of power should be provided. Location of distribution board should be selected after joint inspection by officials of SMP, Kolkata and successful bidder. The portion of the RCC foundation, exposed above ground level, should be finished and painted properly.
- b) The outdoor Distribution Boards for supplying of power should be erected on the Afore said RCC foundation and the same should be fixed with the foundation bolts, grouted in the aforesaid RCC foundation.
- c) Connection of incoming and outgoing cables with the Switch – Disconnecter –Fuse Unit / MCCB / Connector is under the scope of the Successful tenderer.

6.19 Scope of work for Earthing:

- a) All control stations /distribution boards shall have to be earthed by 05 nos. G.I. Strip of size 25 mm X 3 mm (approx.), connected with the existing Earth Grid. In the event of non-availability / non accessibility of the existing earth pits, the successful tenderer needs to provide separate earth pits as per existing electrical standards.
- b) The earth continuity conductor of each incoming and outgoing feeder shall be connected to this earth bar. The amour shall be properly connected with earthing clamp and the clamp shall be ultimately bounded with the earth-bar.
- c) Entire earth link should be done in accordance with the relevant Indian Standard (IS), Indian Electricity Rules & Act and Code of AZ Practice.

6.20 Scope of work for UPS:

- a) UPS require for PLC unit and PC unit Power supply to protect electrical surge.
- b) Total 5 Nos. UPS require to maintain system design load calculation with 20% extra load.
- c) UPS DB also supplied by vendor/ bidders. Suitable cable to be use for the same.

SECTION - VII

SCHEDULE OF PRICE

[ALERT: BIDDERS ARE ADVISED NOT TO INDICATE PRICE ON THIS FORMAT IN THEIR TECHNO-COMMERCIAL OFFER, BUT INSERT PRICE IN THE EXCEL FORMAT OF THE FOLOWING TABLE IN THE PRICE BID]

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)
KOLKATA DOCK SYSTEM
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata – 700 043**

NIT No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021

FINANCIAL BID

Name Work: Automation of operating system of existing NSD Lock Gate of SMP, Kolkata including one year's operation on commissioning and thereafter comprehensive annual maintenance contract for further 5 (five) years

Name of the Bidder:						
Sl. No.	Item	Quantity	Unit	Unit rate in Rs. (GST extra)	GST	Total in Rs. (Excluding GST)
1	Supply & Delivery of Control Instruments & Panels: PLC Hardware with wireless communication feature for caisson & Penstock operation, control & monitoring	4	sets	To be filled in only in the price bid in Excel Format	To be filled in only in the price bid in Excel Format	0.00
2	Supply & Delivery of Control Instruments & Panels: HMI Hardware for each PLC	2	sets	-do-	-do-	0.00
3	Supply & Delivery of Control Instruments & Panels: PC based monitoring & controlling system comprising necessary hardware & software at central control station	2	sets	-do-	-do-	0.00
4	Installation & Testing, commissioning, Logic programming & monitoring for the supplied items as mentioned from Sl. No. 1 to 3 above	1	set	-do-	-do-	0.00
5	Supply & Delivery of Field Instruments: Open channel Level Transmitter	11	Nos.	-do-	-do-	0.00
6	Supply & Delivery of Field Instruments: Insertion Type Level Transmitter	10	Nos.	-do-	-do-	0.00
7	Supply & Delivery of Field Instruments: Float switches	4	Nos.	-do-	-do-	0.00
8	Supply & Delivery of Field Instruments: Pressure transmitter	26	Nos.	-do-	-do-	0.00
9	Supply & Delivery of Field Instruments: Motorized control valve assembly for Trimming tank fill in system	52	Nos.	-do-	-do-	0.00

10	Supply of all special cables (Ethernet cables, communication cable) required for above job	1	set	-do-	-do-	0.00
11	Supply of CCTV Camera	8	Nos.	-do-	-do-	0.00
12	Supply of Limit Switches	14	Nos.	-do-	-do-	0.00
13	Supply of Impulse pipe with fittings for integration of all Hydraulic systems (Lot)	1	Lot	-do-	-do-	0.00
14	Supply of Medium grade GI Pipe of 100 mm Nominal Bore, conforming to IS:1239	100	mtr	-do-	-do-	0.00
15	Supply of HDPE pipe (1.5" diameter)	1200	mtr	-do-	-do-	0.00
16	Supply of Junction Box at various location for signal distribution	6	Nos.	-do-	-do-	0.00
17	Supply of Power DB with Trafo	4	Nos.	-do-	-do-	0.00
18	Supply of Cable Reeling Drums	2	Nos.	-do-	-do-	0.00
19	Supply and laying of 3.5 C X 150 Sq mm. LT X LPE Power Cable as per IS:7098 Part II	250	mtr	-do-	-do-	0.00
20	Supply and laying of 1.5sqmm X10C Cu EC Grade Overall Screen Multistrand unarmoured	600	mtr	-do-	-do-	0.00
21	Supply and laying of 1 sqmmX 3C, Cu EC Grade Overall Screen Multistrand armoured	3200	mtr	-do-	-do-	0.00
22	Supply and laying of 1 sqmm X2 core Cu EC Grade Overall Screen Multistrand armoured	750	mtr	-do-	-do-	0.00
23	Supply and laying of 1.5 sqmm X30 core Cu XLPE Multistrand armoured	500	mtr	-do-	-do-	0.00
24	Supply and laying of 6 sqmm X 4 core Cu XLPE Multistrand armoured	150	mtr	-do-	-do-	0.00
25	Supply and laying of Fiber Optic Cable 12 Core	1000	mtr	-do-	-do-	0.00
26	Providing Earth Link / Earth pit as per IS and connected all the equipment with 25 X 3 mm	5	Nos.	-do-	-do-	0.00
27	Installation, Testing, Commissioning of all the above items except item New Sl. Nos 1 to 3 above	1	set	-do-	-do-	0.00
28	Design, manufacturing, engineering, procurement, supply, installation, testing and Commissioning of Automatic Ladder	2	Nos.	-do-	-do-	0.00
29	Design, manufacturing, engineering, procurement, supply, installation, testing and Commissioning of suitable arrangement for Caisson Gate Seal detector & Monitoring in each gate [each set comprising 2]	2	sets	-do-	-do-	0.00

30	Design, manufacturing, engineering, procurement, supply, installation, testing and Commissioning of LED Digital Display Board including Limit switch and annunciator/ hooter	2	sets	-do-	-do-	0.00
31	Supply, installation, testing, commissioning of 3 KVA online UPS	5	Nos.	-do-	-do-	0.00
32	Comprehensive Maintenance Contract with full responsibility of carrying out PLC based automation for operation monitoring & adjustment of buoyancy of Inner & Outer caisson gate, operation control of Penstock gates / valves for a period of 5 years, after expiry of 1 year Warranty period including manning of at least one (1) person for working shifts during Warranty period	1	No.	-do-	-do-	0.00
33	1 st year CMC after warranty period	1	No.	-do-	-do-	0.00
34	2 nd year CMC after warranty period	1	No.	-do-	-do-	0.00
35	3 rd year CMC after warranty period	1	No.	-do-	-do-	0.00
36	4 th year CMC after warranty period	1	No.	-do-	-do-	0.00
37	5 th year CMC after warranty period	1	No.	-do-	-do-	0.00
38	Operation for one year on commissioning	1	No.	-do-	-do-	0.00
	Total (Excluding GST)			INR		0.00
	Total GST			INR		0.00
	Total (Including GST)			INR		0.00
	Total in Words			INR		To be filled in only in the price bid in Excel Format

SECTION – VII

GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract
Forms and Agreements

['Kolkata Port Trust' is now known as 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' (In short, 'SMP, Kolkata'.) Accordingly, the instant GCC originally intended for Kolkata Port Trust is now applicable for SMP, Kolkata]

Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on 27th May,
1993

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

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM &
HALDIA DOCK COMPLEX

GENERAL CONDITIONS OF CONTRACT

Sl. No.	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 1
2.	DEFINITION	...	GC 2 – GC 3
3.	DUTIES & POWERS OF ENGINEER &	...	GC 3 – GC 5

	ENGINEER'S REPRESENTATIVE		
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 5 – GC 9
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 9 – GC 14
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
7.	TERMS OF PAYMENT	...	GC 18 – GC 20
8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27
12.	FORMS GC-1, GC-2 , GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	ADDENDUM		

AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimated Value of Work	Amount of Earnest Money		Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000/-	5% of the estimated	1% of the estimated value	Up to Rs. 10 Crore	2% of the estimated	1% of the estimated value of work

	value of work	of work		value of work	
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

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

Table under sub-clause (d)

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

	Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required 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/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
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> (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	Engineer’s Power

	<p>and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.</p> <p>(f) To grant extension of completion time.</p>	
2.4	<p><i>The Engineer's Representative shall:</i></p> <p>(i) watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(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.</p> <p>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and</p> <p>(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>	Power of Engineer's Representative.
2.5	<p><i>Provided always that the Engineer's Representative shall have no power:</i></p> <p>(a) to order any work involving delay or any extra payment by the Trustees,</p> <p>(b) to make variation of or in the works; and</p> <p>(c) to relieve the Contractor of any of his duties or obligations under the Contract.</p>	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct	The tender must encompass all relevant aspects/

	and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	Issues.
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	Site & Local condition.
	(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/ Specification/ Nature & extent of work to be done.
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Contractor.
3.2	The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/shareholders 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 Kolkata Branch of a Nationalised Bank of India drawn in favour of Kolkata Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Kolkata Port Trust" and payable at Kolkata/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 Kolkata / 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. (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.			Tender with- out EM liable to rejection. 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 supplying 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 Kolkata Port Trust and payable at Kolkata/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.
(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.			No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall 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 Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which		Bank Guarantee in lieu of Cash S.D. in certain cases

	the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	
3.7	“Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”	
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts: 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).	Applicability of laws on the contract
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, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents –Engineers’ Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly	All Drawings are Trustees’ property.

	used at site.	
4.5	The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.	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	Contractor to supervise the works

	<p>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.</p>	
4.11	<p>The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or officials 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.</p>	<p>Contractor to deploy qualified men and Engineer's power to remove Contractor's men</p>
4.12	<p>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.</p>	<p>Contractor is responsible for line, level, setting out etc.</p>
4.13	<p>From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.</p>	<p>Contractor is responsible to protect the work</p>
4.14	<p>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.</p>	<p>Contractor is responsible for all damages to other structures / persons caused by him in executing the work.</p>
4.15	<p>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</p>	<p>Fossils, Treasure trawls, etc. are Trustees' property</p>

	importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	
4.16	<p>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:</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
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	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	Contractor's quoted rates/price must be all inclusive

	(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.	
4.19	Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Contractor.
4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work
4.21	The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Contractor to provide facilities to outsiders
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Contractor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.	Preliminary time to commence work an maintenance of steady rate of progress

5.2	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.	Contractor's site office
5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Contractor to observe Trustees' working hours
5.4	Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.	Contractor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
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:	
5.9	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his	Contractor to compensate for loss and damage to Trustees' materials

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

	<p>the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.</p>	work
5.11	<p>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 –</p> <p>(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.</p> <p>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.</p>	Contractor to suspend work on Order from Engineer or his Representative
5.11.1	<p>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.</p>	
5.12	<p>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.</p>	Completion Certificate G.C.1.
6.0	TERMS OF PAYMENT:	

6.1	<p>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.</p> <p>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.</p>	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 contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.	Limitation for on account payment
6.4	Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a 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;	Contractor to prepare and submit his bills

	but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	
6.6	At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that – (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, (ii) the value of such materials shall be assessed by the engineer or his Representative at their own 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,	Advance payment against Non-perishable materials
	(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 Kolkata/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,	Interest not admissible to

	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.	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. (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.	Payment for extra or additional, or omitted work or substituted work, Engineer's powers
	(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: (i) The Contractor has abandoned the contract.	Default of the Contractors remedies & powers/Termination of Contract.
	(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.	
	(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.	
	(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.	
	(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.	
	(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.	
	(vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.	
8.3.1	Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the	

	time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall I in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.	Contractor's obligation for maintenance of work.
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 o 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	Engineer's decision

	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.	
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 Kolkata 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 <i>ibid</i> . 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.	

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

.....
.....
.....

I/We _____

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED**

(Repeat in words)
.....

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

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

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

Dated :

(Signature of Bidder with Seal)

WITNESS :			
Signature :		Name of the Bidder : (In Block letters)	
Name : (In Block letters)		Address :	
Address :			
Occupation :			

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.1

Contractor _____

Address -----

Date of completion:.....

Dear sir(s),

This is to certify that the following work viz :-

Name of work :

.....

.....

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

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

Work Order No.....

Allocation.....

Contract No.

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

from the _____ day of _____ 20.....

to _____ day of _____ 20..... .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

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

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.3

(‘NO CLAIM ‘CERTIFICATE FROM CONTRACTOR)

The Engineer
Syama Prasad Mookerjee Port, Kolkata

Kolkata.

(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Syama Prasad Mookerjee Port, Kolkata 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 Syama Prasad Mookerjee Port, Kolkata in respect of the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF AGREEMENT

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (thereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and(hereinafter called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz.and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

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

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

The Seal of.....

Was hereunto affixed in the presence of:

Name
Address
.....

Or
SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name

Address:

.....

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

Name.....

Address:

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as “The Contractor”) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No dated.....(hereinafter referred to as “the said contract”), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees) we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs (Rupees) We.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker’s Cheque drawn in favour of “Kolkata Port Trust”, without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, We,Branch,Kolkata /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,Branch, Kolkata
.....Haldia, further agree that a mere demand by the Trustees at any time and in
the manner aforesaid, is sufficient for us, Branch, Kolkata
..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the
manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the
contractor, made either directly or indirectly or through Court , can be valid ground for us,
.....Branch, Kolkata
..... /Haldia, to decline or fail or neglect to make payment to the Trustees in,
the manner and within the time aforesaid.

3. We, Branch, Kolkata
/Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect,
during the period that is taken for the due performance of the said contract by the contractor and that is
shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and
conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full
and/or till the Trustees certify that the terms and conditions of the said contract have been fully and
properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank
Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of
.....day of19.....and subject all so that the
provision that the Trustees shall have no right to demand payment against this guarantee after the expiry
of 6(six) calendar months from the expiry of the aforesaid validity period up to
Or any extension thereof made by us,Branch, Kolkata
...../Haldia, in further extending the said validity period of this Bank Guarantee on
Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a
written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkata
..... /Haldia, further agree that, without our consent and without affecting in any
manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time
any of the terms and conditions of the said contract or to extend the time for full performance of the said
contract including fulfilling all obligations under the said contract by the contractor or to postpone for
any time or from time to time any of the powers exercisable by the Trustees against the contractor and to
forebear or enforce any of terms and conditions relating to the said contract and We,
..... Branch, Kolkata/Haldia, shall not be relieved
from our liability by reason of any such variation or extension being granted to the contractor or for any
fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the
contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties
would, but for this provision, have effect of so relieving us,.....Branch,
Kolkata...../Haldia.

5. We Branch, Kolkata/Haldia, lastly

undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....
NAME.....
DESIGNATION.....

(Duly constituted attorney for and on behalf of)
BANK.....
BRANCH.....
Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)

ADDENDUM

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

- i. Earnest Money:** Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.

- ii. There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.

- iii. Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.

- iv. Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

SECTION- IX

NIT No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SCC over GCC:

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**. Likewise, for any condition mentioned both in the **GCC** and elsewhere in the tender document, leading to a conflict, that mentioned elsewhere shall prevail over that in the **GCC**.

2. LoI (Letter of Intent)/ Order Letter:

After finalization of processing of tender, LoI/ Order Letter shall be issued to the successful tenderer, henceforth called the contractor.

3. Performance Guarantee / Security Deposit:

Performance Guarantee / Security Deposit against supply quality and workmanship for supply, installations of materials & commissioning of the work, as a whole:

3.1 The Contractor shall have to furnish an irrevocable and unconditional Bank Guarantee within **14 (fourteen) days** of issuance of "Order Letter", from a Nationalized Bank in India, equivalent to **3%** of the contract value (excluding GST) upto commissioning. This Performance Bank Guarantee shall be kept valid and enforceable for one year on commissioning with a further claim period of three months. Format for the Bank Guarantee is given in the **GCC**.

3.2 In case the actual duration of Guarantee period is required to be extended, the validity as well as three months' further claim period of this Bank Guarantee shall have to be extended by an equivalent duration.

3.3 Failure on the part of the Contractor to furnish the aforesaid Performance Bank Guarantee in the manner stated above, shall constitute sufficient grounds for termination of the contract entered into or being entered into and disqualification of the bidder from bidding for any contract with them **for a period of three years** from the date of notification in terms of Bid Securing Declaration submitted by the contractor as bidder at the tendering stage.

3.4 The procedure of release / refund of Performance Guarantee / Security Deposit would be as follows:

On successful completion of the Guarantee period (including extension, if any), to the satisfaction of the Engineer, the Contractor may apply for release / refund of his Performance Guarantee / Security Deposit by submitting to the Engineer "No Claim Certificate", whereupon the Engineer shall issue "Certificate of Final Completion" as per **GCC (General Conditions of Contract)**. The Engineer shall also issue necessary recommendation for release of the said Performance Guarantee/Security Deposit or refund the balance due against the Performance Guarantee/Security Deposit to the Contractor after making deduction therefrom in respect of any sum due to the **SMP, Kolkata** from the Contractor (as the case may be).

4. Contract Agreement:

4.1 An agreement shall have to be executed by successful tenderer at their expense within 28 days from the date of issuance of **Order letter** on a non-judicial stamp paper of at least Rs. 60/- as per format enclosed with the General Conditions of Contract. All correspondence between the contractor and SMP, Kolkata including order letter and all documents uploaded from the date of opening of tender till the submission of the Security Deposit should form part of the contract agreement.

4.2 **Priority of Contract Documents:** The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding on the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

- a. Letter of Intent (LoI) / Work Order
- b. Special Conditions of Contract of tender document
- c. Scope of work of tender document
- d. Bill of Quantities of tender document
- e. Instructions to the Tenderer of tender document
- f. General Conditions of Contract of tender document
- g. Any other document(s) forming part of the Contract.

5. **Completion Period:**

The work upto the stage of commissioning shall be completed **within 6 months** from the date of receipt of Order Letter by the contractor. The installation and commissioning shall be done in presence of the representative of the OEM, if the contractor is other than OEM.

6. **Liquidated Damage (LD):**

The standard LD clause as given under clause No. 8 of GCC shall be applicable. In short, it will be @ **½% per week or part thereof** of the contract price excluding GST, subject to a **maximum of 10%** of the same contract price excluding GST, where the **contract price is that upto the stage of commissioning** of the entire system (excluding cost of operation and CAMC). Deduction in this regard shall be made from the contractor's bill.

7. **Guarantee:**

The contractor shall make good at his own expenses of all defects, due to faulty design, materials and workmanship, which may develop under proper use during a period of 12 months from the date of commissioning / handing over of the work. Should any difference of opinion arise on any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the SMP, Kolkata will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as security deposit so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit, the Contractor shall pay the balance to the SMP, Kolkata forthwith on demand. Where the Contractor has submitted bank guarantee in lieu of cash security money, the cost of such repairs will be payable to the SMP, Kolkata forthwith on demand.

8. **Insurance:**

The Contractor shall take adequate insurance cover for persons to be deployed for execution of this

contract. The Contractor shall, at his own expense, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP Kolkata's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP Kolkata) or which would be so enforceable against SMP, Kolkata where 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 under the Workmen's Compensation Act or otherwise.

9. Safety Measures:

9.1 The contractor shall adhere to necessary safe 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 SMP, Kolkata or Safety Inspectors shall afford all facilities for inspection of the works, tools, plant, machineries, equipment etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, SMP, Kolkata's Safety Officer, Safety Inspector in regard to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipment, means of access or any other aspect.

9.2 The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition.

9.3 The contractor shall provide PPE's (**Personal Protective Equipment**) 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.

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

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

9.6 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 of 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.

9.7 The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetation unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & 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 of suitably.

10. Security:

Syama Prasad Mookerjee Port, Kolkata is covered by ISPS (International Ship and Port Facilities Security) code. Syama Prasad Mookerjee Port, Kolkata will provide general security of the entire area. If considered necessary, the Contractor shall have to arrange further security for their equipment/office/stores etc. at their own cost and responsibility.

Special / Additional Security may be arranged by the contractor at the site at no extra cost to KoPT over and above the General Security provided within Syama Prasad Mookerjee Port, Kolkata premises by Port Security Authority.

11. Safety:

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

12. Entry Permit:

Syama Prasad Mookerjee Port, Kolkata will issue necessary permits/ photo permits free of cost for all the personnel of the contractor, who will be involved in the tendered work for the required duration. On closure of the contract, all these permits shall have to be returned before finalization of the pending bills/dues. The Contractor shall be governed by the following provisions for interfacing safety, custody and proper use of Permits :

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

13. Permission from statutory bodies:

The Contractor shall make arrangement for obtaining permission and relevant clearance from the statutory bodies such as Municipal Corporation, Electricity Authorities etc. on payment of necessary charges/fees etc whenever necessary.

14. Protection of existing service:

The contractor must ensure that the existing service facilities including ongoing operations of Lock Gate at the site of work are not disturbed at any time due to storing of materials and rubbish, installation of the proposed system / commissioning. Moreover, the contractor shall take every precaution to keep the entrance passage clear. The contractor shall be held liable for all damage and inference to the existing service/installation/Civil Structures caused by him in execution of works. Should any damage be done to the existing service/installation/Civil Structures in general, the contractor shall make good the same at their own cost and any further work considered necessary by the Engineer's representative without any delay. Otherwise, the cost of such repairing shall be recovered from his dues or from the security deposit for which Engineer's decision shall be final & binding.

15. Damage to Port property:

Any damage done to the structures during execution of work should be made good by the contractor at his own cost. On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

16. Forwarding of Materials:

16.1 The contractor shall forward any usable material found during the course of maintenance at the worksite or its vicinity to SMP, Kolkata store/yard, by obtaining prior permission of SMP, Kolkata official present at site & shall dispose of the debris beyond the dock/lock area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer

16.2 All dismantled unserviceable materials are to be disposed of beyond the office compound and as per instructions of SMP, Kolkata or in conformity with the Municipal Corporation Rule at the contractor's own cost. The contractor shall have to arrange at their own cost transport for forwarding the saleable/ unusable/ defective/ usable materials that may be found during the process of execution of the work to the SMP, Kolkata sales yard or any other site/ Godown including labour, transportations, loading, unloading all complete as per the direction of the Engineer.

17. Maintenance of Manpower & Machinery by Contractor:

17.1 The contractor shall bear all the costs for deployment of the necessary manpower and shall be responsible for all liabilities regarding payment, termination, leave, statutory contribution etc. for his personnel without any obligation /involvement /liability on the part of Syama Prasad Mookerjee Port, Kolkata.

17.2 Any non-performance on the part of the contractor due to any industrial relations problem, non-supply of spares, etc. shall debar the contractor from getting payment. Syama Prasad Mookerjee Port, Kolkata reserves the right to get the work done through any other agency or departmentally and the difference of cost shall be borne by the contractor under "Risk purchase".

17.3 The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.

17.4 Labour License: Within 3 weeks from the date of issuance of the order, the contractor shall have to apply for labour license for the maximum number of workers / personnel to be deployed for the work. Necessary certificate shall be issued by the Engineer or his representative against a request from the contractor.

18. Applicable provisions:

The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to the following, which shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of contract.

- a) Minimum Wages Act, 1948 (Amended),
- b) Employees Liabilities Act, 1938.
- c) Industrial Dispute Act, 1938 and 1940.
- d) The Contractor Labour (Regulation & Abolition) Act, 1970 or Statutory amendments and

modification thereof, any other laws relating thereto and Rules made thereunder from time to time. It will be the duty of the contractor to abide by the provisions of the Act.

e) Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976,

f) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account,

g) EPF & MP Act 1952 and as amended from time to time.

19. **Facilities:**

19.1 Syama Prasad Mookerjee Port, Kolkata will provide, as may be available, space for office, stores and working area to the contractor on chargeable basis as per prevailing applicable rate of SMP, Kolkata which may undergo change during the tenure of contract.

19.2 The contractor shall have to specify the requirement of spaces after inspecting the area/sites as mentioned in above. Water and toilet facilities, as available within the area/sites, will be extended to the contractor's personnel free of cost. Electricity, if available will be provided free of cost for carrying out the contractual works.

19.3 The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to SMP, Kolkata or the participants /visitors at the port.

19.4 Water and toilet facility as available at site shall be provided free of cost to the men of the contractor.

19.5 For consumption of electricity, suitable charges as per CESC rate shall be recovered from the contractor.

20. **Execution:**

20.1 The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for the repair & maintenance work at no extra cost to Syama Prasad Mookerjee Port, Kolkata.

20.2 The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.

20.3 Syama Prasad Mookerjee Port, Kolkata is not in a position to extend telephone facility to the contractor. The contractor personnel have to maintain a mobile phone at site. The cost of instruments and Monthly rental/call charges are to be borne by the Contractor.

21. **Drawings:** On completion of all work, the Contractor shall furnish the "DIAZO" and three copies of all "As made" drawings including cable route diagram to the Engineer without any cost. The contractor shall also furnish complete operation and maintenance manual – three sets each free of cost.

22. **Training:** The contractor, while commissioning the system, shall impart training to the Port Personnel for understanding the system and independently running its operation to the satisfaction of the Engineer without any extra cost to SMP, Kolkata.

23. **Operation Support:**

23.1 The duration is for one year from the date of commissioning / or commencement of operation, whichever is later.

23.2 The operation support is to be rendered by the contractor concurrently with the responsibilities of Guarantee period on commissioning,

23.3 The contractor is to provide manpower to independently run operation round the clock on all days.

23.4 Any inter-departmental communication / clearance required for operation of lock gates will be in the scope of the port.

23.5 Operation battery limit under this contract will be limited to control room only. However, during any emergency & exigency, the contractor's operator shall have to immediately extend all support to troubleshoot any issues of items supplied and installed by the contractor to restore / ensure smooth operation of the lock gates.

23.6 Any supply is beyond the scope of operation.

23.7 Maintenance/ attending any breakdown of any equipment is beyond the scope of operation.

23.8 During entire operation period of the gates by the scope of this part of contract (i.e. operation), the Port will ensure presence of its officer. In case of any situation out of exigency / emergency, for which your operator is unable to remain present at duty point, for a maximum time of around 1 (one) hour operation support will be extended by the port's representative for that period. In the event of failure to depute your operator beyond 1 (one) hour in such scenario, penalty will be applicable on per hour basis in accordance with per hour rate of total contract basic value.

23.9 The port will ensure no intervention / tampering of automation system during operation.

23.10 The port will ensure no intervention of union / any local bodies during the entire period of contract.

23.11 The port will ensure availability of all necessary authorization & permanent gate passes for operators with associated vehicle. However, necessary charges towards gate passes will be have to be borne by the contractor.

23.12 The port will provide free of cost suitable accommodation for operation personnel of the contractor during entire contract period. However, the contractor will have to bear all associated charges like electricity & water charges etc. during this entire period, as may be decided by the port.

23.13 The contractor's operators will be having all necessary protective equipment & company provided uniforms.

23.14 The contractor's quoted rates are applicable for 12 months from the date of inception of contract for operation.

23.15 All communication devices required for communication with operator during operation of gate in each shift will be arranged by the port.

23.16 The port will ensure complete safety of contractor's deputed operators during operation of the Lock Gate.

23.17 The port will provide available system details and associated documents.

23.18 The port will provide necessary authorization for working in designated area as per requirement.

23.19 Availability of manpower during the operation is subject to the compensation clause mentioned in this chapter of the tender document.

23.20 Operation charges are as given in the payment terms.

24. **Comprehensive Annual Maintenance Contract (CAMC):**

24.1 **Duration of contract:** The duration is for five years from the date of expiry of Guarantee period of one year.

24.2 **Maintenance Schedule:** The said maintenance shall be as per **yearly schedule** to be submitted alongwith techno-commercial offer, unless supplemented/ modified subsequently as per requirement and direction of Engineer-in-charge concerned of SMP, Kolkata (presently the EE, HPS/NSD). The same shall be comprising Breakdown, Routine and Preventive maintenance of the entire system to be installed and commissioned.

24.3 **Work Certification:** The maintenance work shall be certified by the representative(s) of Engineer-in-charge concerned of SMP, Kolkata (presently the EE, HPS/NSD).

24.4 **Availability of all spares:** The contractor shall maintain inventory of genuine spares for all items so as to take care of any breakdown need or need for routine / periodic replacement of parts.

24.5 **Payment:** CAMC charges are as given in the payment terms.

24.6 **100% availability of system:** The above is subject to compensation clause mentioned hereunder

25. **Compensation for downtime A/C operation, Guarantee and CAMC:**

Compensation @ Rs. 10,000/- per hour or part thereof shall be recovered from the contractor's bills for any one of the following four events. Under no circumstances, shall the port impose two or more penalties concurrently nor shall the amount of compensation exceed the payable amount for the respective month on account of operation (in the first year and CAMC for the next five years),

(a) For non-availability of manpower during operation and guarantee obligations covering first year on commissioning:

(b) For non-availability of manpower during CAMC period after guarantee period:

(c) For non-availability of spares during guarantee period and CAMC period:

(d) For delay in commissioning of the system provided operation by use of automation is affected.

26. **Arbitration:**

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 Engineer, Syama Prasad Mookerjee Port, Kolkata, thereon shall be final and binding upon all parties.

27. **Termination:**

The contract may be terminated at any time by SMP Kolkata, as per termination clause (8.3) of GCC. Further, the contract shall stand terminated automatically on expiry AMC period of five years.

28. All spares required to smoothly run the system to be commissioned shall have to be made available **for at least ten years** from the date of commissioning. Otherwise, the contractor and the OEM (in case the contractor is not the OEM)) shall be blacklisted for participation in the future tender of SMP, Kolkata in future tender(s) for a duration as may be decided by SMP, Kolkata itself.

29. The contractor shall submit Manufacturers Test Certificates for all the bought-out items envisaged in the equipment on demand of Engineer or Engineer's Representative during guarantee period and CAMC period. The old / defective / replaced spare shall be the property of SMP, Kolkata. Also, entry of replacement of spares shall be made in the log book jointly signed by the representative of the contractor and SMP, Kolkata.

30. Operation and Maintenance of all installations shall be in accordance with Manufacture's specification, instruction Manuals, IE Rules and other relevant rules.

31. **If excess work** is required to be carried out in addition to the quantities stipulated in BOQ, the amount will be paid as per unit rate quoted in BOQ as per actual measurement. **In case of additional/ extra work**, the same will be paid as per rate to be arrived at by SMP, Kolkata and the same will be binding on the contractor.

32. All excisable goods for which supply rate has to be quoted, the contractor shall buy such items from the manufacturer or first stage dealer or second stage dealer and obtain Invoice of such items on a/c of 'Syama Prasad Mookerjee Port, Kolkata' for the subject work. Payment of all such items will be made on production of proper documents. Contractor, however, will be paid for supply items at his quoted rate and not on the basis of actual invoice value of the manufacturer or first stage dealer or second stage dealer. Any purchase for supply items from other sources, not specified, will not be allowed for payment purpose.

33. **Custodian Certificate:** After delivery at site, the supplied materials are to be verified by Syama Prasad Mookerjee Port, Kolkata officials and the custodian certificate is to be issued by the Contractor in this regard, for consumption of such materials in the instant work.

34. In case the contractor is any entity other than the OEM, the OEM will remain responsible for installation, commissioning and operation of the system as a whole including comprehensive annual maintenance contract period. The representative of the OEM must be present during the installation and commissioning of the subject system. Also, the OEM shall be responsible to provide authorized firm and spares to run the system for at least ten years after commissioning of the system. In case of non-compliance by the OEM at any point of time upto ten years of commissioning of the system, actions like suspension and banning of business can also be taken against defaulting OEM.

35. **TERMS OF PAYMENT**

35.1 **Stages of payment:**

- i) Against Supply & Delivery: 40% payment shall be made against 'supply and delivery' of all the materials as per Bill of Quantity at site and submission of

bill alongwith Custodian Certificate and other relevant documents like Inspection Reports, Challans, etc.

- ii) Payment for balance 60 % amount shall be made against Testing, successful commissioning and taking over the commissioned installation by SMP, Kolkata and submission of bills alongwith ‘Work Completion Certificate’ as well as submission of all drawings, Manuals for operation and maintenance and training of port personnel as stipulated in this tender document.

b) **Against Installation:**

- i) Payment for 50% amount shall be made against installation of the respective items and submission of bills along with Installation Certificate.

- i) Payment for balance 50% amount till commissioning of the entire work shall be made against testing, successful commissioning, taking over the commissioned job by SMP, Kolkata and submission of bills, alongwith ‘Work Completion Certificate’ as well as submission of all drawings, Manuals for operation and maintenance and training of port personnel.

c) **Against Commissioning:**

100% payment shall be made against Testing, successful commissioning, taking over the commissioned job by SMP, Kolkata and submission of bills, alongwith ‘Work Completion Certificate’ as well as submission of all drawings, Manuals for operation and maintenance and training of port personnel.

d) **Against Operation & Manning for Guarantee obligation during one year after commissioning:**

Prorata payment shall be made on quarterly basis after successful completion of each quarter of the post commissioning year with ‘Work Done Certificate’ from the representative of SMP, Kolkata.

e) **Against yearly CAMC:**

Prorata payment on 100% value of the respective year shall be made against the bill raised by the contractor on quarterly basis after successful completion of each quarter of the yearly CAMC period with ‘Work Done Certificate’ from the representative of SMP, Kolkata.

35.2 **Other related issues:**

i) **Relevant GST Clause:**

GST/ taxes shall be charged only on the pro-rata bill amount.

The contractor shall have to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

The contractor is to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Contractor should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with SMP, Kolkata, then payment to contractor to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time the accurate tax amount is finally reflected in the GSTN to SMP, Kolkata’s account and is finally available to SMP, Kolkata in terms of GST Laws.

SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. 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 consideration payable.

Supplementary invoices/debit note/credit note, if required, shall be issued by the contractor for a particular year.

The purchase order/work order shall be void, if at any point of time, the contractor is found to be blacklisted dealers per GSTN rating system and further no payment shall be entertained.

ii) **Payment Account:**

Payment will be made to the contractor's bank account through RTGS/NEFT within 30 days of receipt of satisfactory acceptance note of supply/ installation/commissioning and on submission of clear bill accompanied with necessary documents e.g. receipted challan in duplicate, test certificate, guarantee certificate and inspection report etc. Accordingly, the contractor shall furnish the following information:-

- a) Name of the Bank with Code No.
- b) Name of the Centre.
- c) Name of the branch with Code No.
- d) Bank Account No.
- e) Type of Account: Savings / Current / Cash Credit [strikeout whichever is applicable].

iii) **Compliance of labour laws:**

(a) Payments to the labourers involved in the works are to be paid by the contractor as per "Minimum rates of wages" fixed by Central Government/ State Government (whichever is higher) which are revised from time-to-time including related EPF & ESI and other statutory benefits, as applicable. Further, the contractor shall have to submit documentary evidence in support of the payments made to the labours engaged in the work alongwith relevant bill(s). Similarly, for P.F. contribution recovered from the labours and remitted to the P.F. Commissioner, documentary evidence in support of the same is to be submitted alongwith alongwith relevant bill(s), inter alia, quoting individual PF Nos. by the contractor, failing which the bill will not be processed.

(b) **Escalation /de-escalation clause:** SMP, Kolkata **will not reimburse** the proportionate escalated / de-escalated minimum rates of wages to the contractor including ESI / EPF and Administration Charges on differential amount due to change in minimum wage rate. It will be entirely the contractor's responsibility without any extra liability to SMP, Kolkata.

(c) **Bonus payment:** The Contractor shall also comply with the Employees' Bonus Rules and pay Bonus once a year to his workmen accordingly, for which also no extra payment shall be made by SMP, Kolkata to the Contractor.

36. All other terms and conditions excepting those mentioned separately shall be governed by Syama Prasad Mookerjee Port, Kolkata's General Condition of Contract as in the preceding section and as mentioned in other portions in the tender document.

SECTION – X

NIT No. SMP/KDS/Mech/SP-II/ADV/571 dated 03.02.2021
[FORMS & FORMATS]

ANNEXURE – A

(1 of 2)

Covering Letter for submission of Tender

(On official Letterhead of the bidder)

Ref. No:.....

Date:

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

Dear Sir,

I/We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender forand confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

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

3. We shall make available to Syama Prasad Mookerjee Port, Kolkata, any additional information it may find necessary or require to supplement or authenticate the Tender.

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

5. I/We also certify the following:

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

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

6. I/We declare that:

(a) I/We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by Syama Prasad Mookerjee Port, Kolkata, thereon.

(2 of 2)

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

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

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name (s):

(1 of 6)
PROFILE OF THE TENDERER

To mention 'Yes'/'No' against each of the following rows:-

- (i) Whether the tenderer is a Public Limited Company ('Yes'/'No').
- (ii) Whether the tenderer is a Private Limited Company ('Yes'/'No').
- (iii) Whether the tenderer is a Partnership Firm..... ('Yes'/'No').
- (iv) Whether the tenderer is a LLP ('Yes'/'No').
- (v) Whether the tenderer is a HUF ('Yes'/'No').
- (vi) Whether the tenderer is a Proprietorship Firm ('Yes'/'No').
- (vii) Whether the tenderer is an Individual ('Yes'/'No').

Note: Depending on the applicable category as mentioned above, the tenderer must furnish relevant details as per following formats.

(2 of 6)

PROFILE OF THE TENDERER

The Tenderers are also requested to furnish the following particulars, if applicable:

A. In case of a Limited Company:

1. Name of the Company :
2. Whether Public Limited Company or Private Limited Company (with appropriate proof thereof) :
3. Address of its present registered office :
4. Date of its incorporation :
5. Full name and address of each of its Directors – any special particulars as to Directors if desired to be stated :
6. Name, address and other necessary particulars of Managing Agents, if any, appointed by the Company :
7. Copies of Memorandum and Articles of Association (with the latest amendments, if any) :

DATED, the.....

Signature of Power of Attorney holder of the Tenderer

(3 of 6)

PROFILE OF THE TENDERER

B. In case of a Partnership Firm:

1. Name and address of the firm :

2. When business started :

3. If registered, a certified copy of Certificate of Registration :

4. A certified copy of the Deed of Partnership :

5. Full name and address of each of the Partners and the interest of each partner in the Partnership. Any special particulars as to Partners if desired to be stated :

DATED, the.....

Signature of Power of Attorney holder of the Tenderer

(4 of 6)

PROFILE OF THE TENDERER

The Tenderers are also requested to furnish the following particulars, if applicable:

In case of a LLP (Limited Liability Partnership) Firm:

1. Name and address of the firm :
2. When business started :
3. If registered, a certified copy of Certificate of Registration :
4. A certified copy of the Deed of LLP/ documentary proof :
5. Full name and address of each of the Partners and the interest of each partner in the Partnership. Any special particulars as to Partners if desired to be stated :

DATED, the.....

Signature of Power of Attorney holder of the Tenderer

(5 of 6)
PROFILE OF THE TENDERER

The Tenderers are also requested to furnish the following particulars, if applicable:

In case of a HUF (Hindu Undivided Family):

1. Full name and address of the Karta as Tenderer; any special particulars of the Tenderer if desired to be stated :
2. Name of the father of the Karta :
3. PAN of the Karta :
4. Whether the Tenderer carried on business in his own name or any other name :
5. When business was started and by whom :
6. Whether any other person is interested in the business directly or indirectly, if so, name, address, etc. of such persons and the nature of such interest. :

DATED, the.....

Signature of Power of Attorney holder of the Tenderer

(6 of 6)
PROFILE OF THE TENDERER

C. In case of a Proprietor / Individual:

1. Full name and address of the Tenderer; any special particulars of the Tenderer if desired to be stated :

2. Whether proprietor / Individual (with appropriate proof / self-declaration) :

3. Name of the father of the Tenderer :

4. Whether the Tenderer carried on business in his own name or any other name :

5. When business was started any by whom :

6. Whether any other person is interested in the business directly or indirectly, if so, name, address, etc. of such persons and the nature of such interest. :

DATED, the.....
Tenderer

Signature of Power of Attorney holder of the

Bid Securing Declaration Form

NIT No.: SMP/KDS/Mech/SP-II/ADV/219 dated 03.02.2021

To,
The Chief Mechanical Engineer,
Mechanical and Electrical Engineering Department,
Syama Prasad Mookerjee Port, Kolkata,
8, Garden Reach Road,
Kolkata – 700 043.

Date:

Sir,

I/We, The undersigned, declare that:

I/We understand that according to the terms and conditions of the Tender vide NIT No. dated, the bid must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you **for a period of three years** from the date of notification, if I am /We are in a breach of any obligation under the tender conditions in any manner as follows:-

- (a) have withdrawn/modified/amended, impaired or derogated from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) notification of the acceptance of our Bid during the period of bid validity (i) have failed or refused to execute the contract, if required, or (ii) failed or refused to furnish the Performance Security, in accordance with the terms and conditions of the tender.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon award of order in favour of the successful bidder.

Signature with date:

Name:

Seal:

Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

No.P-45021/112/2020-PP (BE-II) (E-43780)
Government of India Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi

Dated October 14, 2020

OFFICE MEMORANDUM

Subject: Revised format for registration of bidders from countries sharing land border with India—
regarding.

The undersigned is directed to inform that the format of application for seeking registration for bidders having beneficial ownership in countries which share land border with India in accordance with Department of Expenditure Order no. F. No. 6/18/2019-PPD dated 23.07.2020 has been revised. A copy of the revised format is enclosed herewith. Accordingly, applicants are informed that henceforth the registration application are required to be submitted in updated revised format to the Office of Joint Secretary (MKN), DPIIT, Room No. 236A, Udyog Bhawan, New Delhi in ten hard copies. The pdf copy of the same may also be emailed at dpiit.144@gov.in.

2. The applications already received in this Department, as per earlier prescribed format, are under process and are not required to be submitted again.

3. This issues with the approval of competent authority.

Encl: As above



(D.V.S.P.Varma)

Under Secretary to Govt. of
India

E-
mail:dvsp.varma@nic.in

-

To

1. All Ministries/Departments
2. All IndustryAssociations
3. DPIIT Website/ CPP Portal/ GeM Portal

Covering Letter Format

To
The Office of JS (MKN)
Chairman Registration Committee
Room No. 236A, UdyogBhawan, New Delhi

Subject: Application for registration of bidders having beneficial ownership in countries which share land border with India in accordance with Department of Expenditure Order no. F. No. 6/18/2019-PPD dated 23.07.2020 - regarding.

We, M/s _____ (Name of the Bidder), hereby submit an application for registration of our Company in accordance with Department of Expenditure Order No. F. No. 6/18/2019-PPD dated 23.07.2020 through its authorized signatory consisting of following documents:

- i. The Covering letter
 - ii. Letter of authority in favor of signatory.
 - iii. Details of Bidder as per Appendix "A".
 - iv. Details of Manufacturer/ Service provider/ Contractor, if different from bidder, as per Appendix "B".
 - v. Details of item (goods/ services / works) for which registration is being sought as per Appendix "C".
 - vi. Details of Bidder for security clearance as per Appendix "D".
 - vii. Details of Manufacturer/ Service provider/ Contractor, if different from bidder, for security clearance as per Appendix "E".
2. We confirm that the application complete in all respects, and duly signed by authorized signatory on all pages, is being submitted in ten hard copies. We also confirm that a soft copy in pdf format has been emailed to dpiit.144@gov.in. We understand that incomplete application will not be processed and summarily ignored.
3. We also confirm that we, M/s _____ (Name of the Bidder), and M/s (Name of Manufacturer/ Service provider/ Contractor, if different from bidder) are not currently debarred/blacklisted/banned by any Government entity in India.
4. We also confirm that signatory of this letter & application form is the authorized signatory of the _____ (Name of the Bidder). A copy of authorization letter is enclosed.
5. We understand that the registration granted by the Registration Committee shall be only for the purpose of bid participation under Rule 144(xi) of General Financial Rules, 2017. We also understand that validity period of Registration shall be 3 years from date of issue of registration letter. However, in case of appointment of new Director(s)/ new shareholders with more than 10% shares/ change in controlling ownership interest or control through other means, the registration shall automatically stand annulled.

(Name and Signature of authorized signatory of bidder
along with telephone number and email Id)

Bidder's details for registration under Rule 144(xi) of GFR

1.	Name of Bidder - as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No.F.No.6/18/2019-PPD dated 23rd July, 2020	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.	
3.	Complete address of the Registered Office with contact person name, telephone number and email Id.	
4.	Whether registration is being sought as Manufacturer/ service provider/ contractor for supply of goods/ services / works or As an agent/reseller/distributor/member of consortium/ Branch Office/ Office Controlled by bidder/any subsidy of any artificial juridical person/ any other type of category Bidder to give details in which category – registration is being sought.	
5.	In case bidder is seeking registration as manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
6.	In case bidder is seeking registration as service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	
7.	In case registration is being sought as an agent/reseller/distributor/Office controlled by bidder/ any other subsidy of any artificial juridical person /any other category other than manufacturers, service provider and contractor of above -the details of manufacturer/ service provider/ contractor may be furnished in Appendix-B .	
8.	The details of items (goods/ services / works) for which registration is sought as per Appendix- C .	

9. **Financial details# of the bidder in INR/ US Dollar** for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

10. **Beneficial owners# of the bidder**, as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	artificial juridical person/ entity	legal/artificial juridical person/ entity	details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology “Works” in the entire document means “Works including turnkey works/ projects”. Similarly, the terminology “Services” means “Consultancy as well as non- consultancy services”.
2. Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number “9” and “10” should be on Chartered Accountant’s letterhead indicating name, membership number and UDIN number.

Appendix - B

Manufacturer/ Service provider/ Contractor details for registration under Rule 144(xi) of GFR

(Note: The Appendix-B is to be filled up only in case Manufacturer/ Service provider/ Contractor is other not bidder, whose details have already been provided in Appendix -A)

1.	Name of manufacturer/ service provider/ contractor	
2.	Type of business entity (Natural Person/ Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership firm/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO/or any other type of entity) In case of incorporated entity - to attach certificate of incorporation.	
3.	Complete address of the Registered Office of manufacturer/ service provider/ contractor with contact person name, telephone number and email Id.	
4.	In case of manufacturer, complete address of the manufacturing premises with name, telephone number and email Id of contact person.	
5.	In case of service provider/ contractor, complete address of the premises from where services are provided may be given with name, telephone number and email Id of contact person.	
6.	Manufacturer/ service provider/ contractor's agreement with the bidder to seek registration under Rule 144(xi) of GFR and participate in public procurement in India, if any. Copy to be attached with the application.	

7. Financial details# of the manufacturer/ Service provider/ Contractor in INR/ US Dollar for last five financial years in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Financial year (FY)	Net Sales turnover during the FY	Net Profit during the FY	Net worth at the end of the FY

Refer foot notes at the end of Appendix.

8. Beneficial owners# of the Manufacturer/ Service provider/ Contractor, as defined in the Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020, in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Beneficial owner details				
Name of the beneficial owner	% beneficial ownership	Natural person or legal/artificial juridical person/entity	Country of Citizenship / Country of incorporation of legal/artificial juridical person/entity.	In case of legal/artificial juridical person/ entity, beneficial ownership details of such entities may be furnished and so on.

Refer foot notes at the end of Appendix.

Note:

1. The terminology “Works” in the entire document means “Works including turnkey works/ projects”. Similarly, the terminology “Services” means “Consultancy as well as non- consultancy services”.
2. Details of all beneficial owners having ownership more than that prescribed in Para 9 of Department of Expenditure Order (Public Procurement No. 1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020 are to be furnished.
3. In case beneficial owner is legal/ artificial juridical person/ entity, beneficial ownership details of such entities to the last natural person are to be furnished.
4. The details at serial number “7” and “8” should be on Chartered Accountant’s letterhead indicating name, membership number and UDIN number.

Details of items (goods/ services / works) for which registration is sought

1.	Description of items (goods/ services / works) for which registration is being sought.	
2.	Broad technical specification parameters/ details of items	
3.	Annual Capacity of bidder for each of the goods/ services / works for which registration is being sought.	
4.	Major public procuring entities in India for these items	

5. Details of contracts# received by the bidder in last 05 years from public procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Refer foot notes at the end of Appendix.

6. Details of contracts# received by the bidder in last 05 years from private procuring entities in India in the following format, duly certified by practicing Chartered Accountant (CA) in India:

Sr. No.	Description of goods/ services / works with broad technical parameters	Procuring entity details – Name and complete address of the Organization.	Purchase Order No., date, Qty and value	Status of the Order – Executed successfully/ under execution/ cancelled

Refer foot notes at the end of Appendix.

7. Details of outsourced components/goods and subcontracted works and services proposed to be used in execution of contract may be provided in the format given below:

Sr. No.	Details of outsourced components/goods and subcontracted Works and services	Major technical parameters	Manufactured by /Subcontracted to	Country of Origin

Note:

1. The details at serial number “5” and “6” above are required to be furnished only for those goods/ services / works for which registration is being sought and for the same Manufacturer/ Service provider/ Contractor, whose details have been furnished in Appendix-B, if bidder is not Manufacturer/ Service provider/ Contractor. In case of large number of contracts, the details may be restricted to 20 (twenty) high value contracts.
2. The details at serial number “7” above are required to be furnished only for top 20 high value outsourced components/goods and subcontracted works and services.
3. Bidder can seek registration for multiple items in an application by providing requisite details for each of the item for which registration is being sought.
4. The details at serial number “5” and “6” should be on Chartered Accountant’s letterhead indicating name, membership number and UDIN number.

Details of bidder for security clearance**I. Details in respect of bidding company/person:**

SI No.	Name of company/person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/one person company/partnership/LLP/JV/Trust/NGO etc.)	Country of registration in case of company/nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/passport nos. and issue date in case of person	Registered office address and correspondence address in case of company/Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of entity:

SI No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned)in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/ persons between bidder company or person and beneficial owner company /individual	Enclose a chart depicting the link between bidding company/person and the beneficial company/owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. Details in respect of Directors of bidding Company:

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Percentage name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. Details of shareholders of bidding company (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):

SI No.	Full Name of individual / company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address /present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality , in case of individual (if holding multiple nationality, all must be mentioned) /country of registration , in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

- V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**
- VI. **Reasons for seeking registration with Registration Committee of DPIIT:** A brief note to be attached
- VII. **Details of nature of activities undertaken by bidding company/person:** A brief note to be attached
- VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:** A brief note to be attached
- IX. Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure

Self-Declaration for bidding company and its director(s)/owners or person

- a. Name & address and registration number of the Company:
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
 - 1. Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 - 2. Criminal Investigation in which charge sheet has been filed: Yes/No
- d. If, Yes, please provide following details
 - 1. Case/FIR number :
 - 2. Detention/warrant number, if any :
 - 3. Police Station/district/agency:
 - 4. Sections of law under which cases has/have been filed :
 - 5. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Details of Manufacturer/Service Provider/Contractor for security clearance

(Note: The Appendix-E is to be filled up only in case Manufacturer/ Service provider/ Contractor is other not bidder, whose details have already been provided in Appendix -D)

I. Details in respect of Manufacturer/Service provider/Contractor:

SI No.	Name of company/ person	Type of Company (Pvt. Ltd. /Pub. Ltd. /Sole Proprietorship/ one person company/ Partnership/LLP /JV/ Trust/NGO etc.)	Country of registration in case of company/ nationality (if holding multiple nationality, all must be mentioned) in case of person	Registration number with date in case of company/passport nos. and issue date in case of person	Registered office address and correspondence address in case of company/ Contact Address in case of person	Previous Name of the Company, if any	Details of earlier registration, if any (ref no. & date)

II. Details of beneficial ownership of Manufacturer/Service provider/Contractor:

SI No.	Name of company/individual which/who are the beneficial owner of bidding company	Country of registration, registration number with date in case beneficial owner is a company/nationality, passport number and issue date (if holding multiple nationality, all must be mentioned) in case beneficial owner is an individual	Registered office address and correspondence address in case of company/Contact Address in case of person	Details of intermediary company(s)/persons between bidder company or person and beneficial owner company/individual	Enclose a chart depicting the link between manufacturing company/ person or service provider or contractor and the beneficial company /owners along with details such as address, parentage, passport details (in case of individuals) or company registration details (in case of companies)

III. Details in respect of Directors of Manufacturing Entity/Individuals/Service Provider/Contractor:

SI No.	Full Name of Board of Directors	Present position held with date (since when)	Date of birth	Percentage (name of father/mother)	Present & Permanent Address	Nationality (if holding multiple nationality, all must be mentioned)	Passport Nos. and issue date, if any.	Contact Address & telephone number

IV. Details of shareholders of Manufacturer/Service provider/Contractor (all companies/entities/individuals with more than 10% shares or having controlling ownership interest or exercising control through means in case of less than 10% shares):

Sl. No.	Full Name of individual /company	Parentage (name of father/mother) in case of individuals and registration number in case of companies	Permanent address /present address in case of individuals, and registered and correspondence address in case of companies	Present position held, if any, in the applicant company	Nationality, in case of individual (if holding multiple nationality, all must be mentioned)/country of registration, in case of company	Passport Nos. and date of issue, if any (date of birth, in case passport is not available) for individuals	% of shares held in the company

- V. **Details of tender(s) and specific goods/services/works proposed to be supplied:**
- VI. **Reasons for seeking registration with Registration Committee of DPIIT:** A brief note to be attached
- VII. **Details of nature of activities undertaken by bidding company/person:** A brief note to be attached
- VIII. **Details of nature of activities undertaken by beneficial owner of bidding company/person:** A brief note to be attached
- IX. Details of criminal cases, if any, against the bidding company, its director(s) or person as per annexure

Self-Declaration for manufacturer/service provider/contractor and its director(s)/owners or person

- a. Name & address and registration number of the Company :
- b. Name and address of owners (in case of proprietorship firm)/directors of the company/person :

 - _____
 - _____
 - _____
 - _____

- c. Are the company owners (in case of proprietorship firm)/directors/person listed above, are the subject of any?
 - Preventive detention proceedings under Public Safety Act/National Security Act etc. : Yes/No
 - Criminal Investigation in which charge sheet has been filed: Yes/No
- d. If, Yes, please provide following details
 - Case/FIR number :
 - Detention/warrant number, if any :
 - Police Station/district/agency:
 - Sections of law under which cases has/have been filed :
 - Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

(Signature)

Note: The above self-declaration is required to be filled and signed by the authorized signatory of the Company.

Pro-forma of Affidavit for exemption from ESI ACT
(On Non-Judicial Stamp Paper worth Rs.10/-)

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of.....aged about.....years, by faith.....by occupation
....., residing at, do hereby solemnly affirm and declare as follows:

THAT I am the proprietor/partner of having office at..... and carrying
on business on the said name and style. (In case the above Deponent is an enlisted Contractor at Syama Prasad
Mookerjee Port, Kolkata, the same should be mentioned in the affidavit).

THAT my aforesaid firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.

THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata,
as per the Clause No. of the Tender No. issued by the Syama
Prasad Mookerjee Port, Kolkata, in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me.

Indemnity Bond for exemption under ESI ACT

(On Non-Judicial Stamp Paper worth Rs. 50/-)

BY THIS BOND I, Shri/Smt., son of Shri/Smt. residing at by occupation the Partner /Proprietor /Director, having office at, am a tenderer under Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata, (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata, had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata, to indemnify itself against all damages and accidents to the Labourer/Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named hereinabove shall indemnify the Syama Prasad Mookerjee Port, Kolkata, against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata, and which shall be legal an/or claimed by the Syama Prasad Mookerjee Port, Kolkata, during the execution of the work stated in the e-tender No. of

4. AND the Tenderer/Contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata, and its administrator and representative against all such possible claim or demand for damages and accidents.

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

(Signature of the Indemnifier)

Surety-I:

Signature:.....
Name :.....
Address :

Surety-II:

Signature:

Name :

Address :

Witnesses :

Signature:

Name:

Address:.....

Undertaking in lieu of submission of signed copy of the Tender Document in full

(On official Letterhead)

Ref. No.....

Date

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

Dear Sir,

We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply with all the terms and conditions contained therein.

We are submitting this undertaking in lieu of submission of signed copy of the full tender document.

Yours faithfully,

Signature of Power of Attorney Holder(s):.....

Name(s):

Format for submitting details of Each Similar Work

Description of each project shall have to be provided while giving the following details:

- (i) Full particulars of each similar work carried out by Tenderer.
- (ii) Location of each similar work.
- (iii) Value of each similar work.
- (iv) Stipulated / scheduled and actual completion time for each similar work.
- (v) Name and Addresses of Authorities who awarded the similar work.
- (vi) Name, designation, address, phone no., Mobile No., e-mail id of authorities to whom reference can be made about such similar work.

Signature of Power of Attorney Holder(s).....
Name:
Designation:
Date:
Seal:.....

Financial capability of the Tenderer**ANNUAL TURNOVER STATEMENT**

The annual turnover of(name of the bidder), for the years 2017-18, 2018-19 and 2019-20 , based on the **Balance Sheets and Profit & Loss Accounts**, are given below:

Financial years	Turnover (as per Auditor's Report /Audited Balance Sheet) [in ₹]
2017-2018	
2018-2019	
2019-2020	
<i>Total</i>	
Average Annual Turnover	

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal.....

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. and other details

Name of the Signatory

Signature

Designation

Date.....

COMPANY SEAL

[UDIN of the CA is to be provided]

Check List for Bid submission

Sl. No.	Documents	Please tick (✓) if submitted and cross (X) if not submitted
1	Scanned copy of Covering Letter duly filled in, signed and stamped by the tenderer for submission of tender unconditionally accepting all the terms and conditions of the tender including the Addendum, if issued, as per ANNEXURE-A .	
2	Scanned copy of Statement to confirm the status of the Tenderer as per ANNEXURE-B.	
	Scanned copy of Power of Attorney in favour of the signatory of the tenderer.	
3	Self-attested scanned copy of DD/ Banker's Cheque/ Pay Order for Tender Fee.	
4	Certificate from MSME/ MSE/ DIC/ SSI / NSIC/ Udyog <i>Aadhar</i> /etc for waiver of depositing tender fee, if applicable .	
5	Scanned copy of Bid Securing Declaration Form as per ANNEXURE-C.	
6	Proof of (a) application for registration/ (b) registration, as the case may be, of bidders having beneficial ownership in countries which share land border with India, if applicable, to be submitted by the Tenderer or the supporting OEM, as the case may be in compliance with ANNEXURE-D	
7	Proof of eligibility for purchase preference, if applicable, under public procurement order vide Office Memorandum No. P – 45021/2/2017-B.E. – II dated 16.07.2020 issued by GoI, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section)	
8	Scanned copies Audited Balance Sheets and Profit and Loss Accounts for last three financial years ending 31 st March, 2020.	
9	Income Tax Return of last 3 years viz. 2017-18, 2018-19 and 2019-20.	
10	Scanned copy of GST Registration Certificate	
11	Scanned copy of Self-attested Valid Professional Tax Clearance Certificate /up to date tax payment Challan, if applicable.	
12	Scanned copy of self-attested valid Trade License/ Registration.	
13	Scanned copy of self-attested PAN Card and also TAN, if applicable.	
14	Pro-forma of Affidavit for exemption from ESI Act as per ANNEXURE-E	
15	Indemnity Bond for exemption from ESI Act as per ANNEXURE-F	
16	Proof of EPF registration and if not applicable, documentary evidence for the same.	
17	Undertaking in lieu of submission of signed copy of Tender Document in full as per ANNEXURE-G	
18	Format for submitting details of similar works as per ANNEXURE-H	
19	Scanned copies of Self attested documentary evidence of successful completion of similar work as listed in Annexure-H	
20	Format for financial capability of the Tenderer as per ANNEXURE-I	
21	Self-attested scanned copy of Electrical contractor's license	
22	Self-attested scanned copy of Certificate issued by OEM for rendering support to the contractor for installation and commissioning and making available the spares for atleast 10 years on commissioning	
23	Self-attested scanned copy of Maintenance schedule	
24	Alternative scheme with corresponding Bill of Quantity	
25	Documents to avail facility under "Preference to Make in India" as per clause 15 under Section IV for Bidding Procedure, if any by any eligible bidder	
26	Any other document if felt relevant to be uploaded by any bidder	
27	Check List for bid submission as per ANNEXURE-J	