श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

हल्दिया गोदी परिसर

HALDIA DOCK COMPLEX

I&CF DIVISION

FOR

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

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1. SCHEDULE OF TENDER (SOT)

E-Tender under single stage single part system (Techno-Commercial Bid and Price Bid combided) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for "**ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.**" as per Bill Of Quantities to Haldia Dock Complex. Bid Document may be seen from KoPT website (www.kolkataporttrust.gov.in). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website.

Bidders will have to participate in bidding process through website https://kopt.enivida.in only.

a. TENDER NO.	**I&CF/IZ&R/T/346**
b. MODE OF TENDER	e-tendering System
c. Date of NIT available to parties to download	**06-09-2021 to 28-09-2021**
e. i) Estimated Cost Of Work	**Rs. 1,24,49,812.70** **(Rupees One Crore Twenty-four Lakh Forty-nine Thousand Eight Hundred Twelve and paisa Seventy only).**
ii) Bid Document fee	The intending bidders should submit Bid Document Fee of INR **Rs. 1770 (Rupees One Thousand Seven Hundred Seventy only) including 18 % GST**
iii) Earnest Money Deposit (EMD)	**Nil [As per Ministry's circular No. F.9/4/2020-PPD Dt. 12.11.2020]** **Bidders must submit 'Earnest Money Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.**
iv) Transaction Fee/ processing fee for bidding in RailTel Portal	**Rs. 8,850.00 (Rupees Eight Thousand Eight Hundred and Fifty Only)** (Including GST) (non-refundable) by net-banking / Debit / Credit card at RailTel Portal only.
f. Last date of generation of Demand Draft (DD) /Banker's Cheque for EMD and Bid document fee before submission of online tender.	**28-09-2021 (upto 3:00 P.M.)**
g. Last date of submission of original copy of DD/Banker's Cheque as Bid Document fee.	**28-09-2021 (upto 3:00 P.M.)**
h. Date of starting of online e-tender for submission of Techno-Commercial Bid & Price Bid.	**06-09-2021**
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	**28-09-2021 (Up to 3:00 P.M.)**
j. Date & time of opening of Techno-commercial Bid of Tender. Price bid opening would be intimated separately	**29-09-2021 (After 3:30 P.M.)**

2. लघु निविदा सूचना

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु निविदा में दिए गए योग्यता मापदंड के अनुसार एक भाग प्रक्रिया के तहत (तकनीकी-वाणिज्यिक बिड एवं लागत बिड युक्त) ई-निविदा आमंत्रित की जाती है ।

➢ कार्य का नाम	:	हल्दिया गोदी परिसर, हल्दिया में वर्ष 2021-22 में रेलवे अनुरक्षण हेतु वार्षिक अनुबंध।
➢ ई-निविदा संख्या	:	आईएंडसीएफ/आईजेडएंडआर/टी/346
➢ अनुमानित लागत	:	रु. 1,24,49,812.70 (एक करोड़ चौबीस लाख उनचास हजार आठ सौ बारह रुपये एवं सत्तर पैसे मात्र)
➢ ई-निविदा जमा करने की अंतिम तिथि	:	28-09-2021 अपराह्न 15:00 बजे तक जमा की जाएगी ।

निविदा और निविदा दस्तावेज की विस्तृत जानकारी केओपीटी वेबसाईट (www.kolkataporttrust.gov.in) पर उपलब्ध है एवं बोलीकर्ता उनके वेबसाईट https://kopt.enivida.in के माध्यम से ही बोली प्रक्रिया में भाग ले सकते हैं । इच्छुक ठेकेदार pdasgupta.hdc@kolkataporttrust.gov.in वेबसाईट पर सम्पर्क कर सकते हैं ।

महाप्रबंधक (अभि.)
हल्दिया गोदी परिसर

2. SHORT TENDER NOTICE

E-Tender under single stage single part system (Techno-Commercial Bid and Price Bid combined) are invited as per Prequalification criteria stipulated in Tender Document for the following work at Haldia Dock Complex.

Name of work	**:**	**ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.**
Tender No	**:**	**I&CF/IZ&R/T/346**
Estimated Cost	**:**	**Rs. 1,24,49,812.70 (Rupees One Crore Twenty-four Lakh Forty-nine Thousand Eight Hundred Twelve and paisa Seventy only).**
Last date of submission of e-tender	**:**	**28-09-2021 Submission Up to 15:00 hrs.**

Details of the Tender & Tender Documents are available in **KoPT website (www.kolkataporttrust.gov.in)** and the bidders have to participate in bidding process through their website **https://kopt.enivida.in** only. Interested bidders may contact at **pdasgupta.hdc@kolkataporttrust.gov.in** .

SMP, KOLKATA
HALDIA DOCK COMPLEX

Office of the General Manager (Engineering)
Jawahar Tower Connector Building (2nd Floor),
Haldia Townjhip, Haldia **Tel. No.: +91 3224-263255/264496**
Dist.: Purba Medinipur, **Fax No. +91 3224-263255**
State : West Bengal **[E-Mail: aganesan.hdc@kolkataporttrst.gov.in]**

No.: I&CF/IZ&R/T/346/ **Date:**

3. NOTICE INVITING TENDER

WORK TITLE: - **ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.**

3.1 **TENDER NO : I&CF/IZ&R/T/346**

E-Tender under single stage **single part system (Techno-Commercial and Price Bid-Combined)** are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

3.2 PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

(I) The intending bidder must have successfully completed **Railway Construction And / Or Maintenance of Railway Tracks/ Railway sidings and /or Permanent Way Linking Work and/or any combination of the above works during the last 7(SEVEN) years** ending the last day of month previous to the one in which applications are invited and minimum value of the completed works should comply with either of the following stipulations as given below :-

Either (a) Three completed works each costing not less than 40 % of the estimated amount put to tender.

Or (b) Two completed works each costing not less than 50 % of the estimated amount put to tender.

Or (c) One completed work costing not less than 80% of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2020**, should be at least **30%** of the estimated amount put to tender.

3. Work experience as a sub contractor or supply contractor **shall not be** considered as the requisite qualification.

TENDER AUTHORITY:-

General Manager (Engineering), Haldia Dock Complex, Jawahar Tower Complex, Haldia Township, Dist. Purba Medinipur – 721 607, Contact No. -7478005099, E-mail id: aganesan.hdc@kolkataporttrust.gov.in

Due Date	**28-09-2021**	Time	**UPTO 15:00 hrs.**	Date of Opening of Tender	**29-09-2021**	Time	**15:30 hrs. onwards.**
Bid Document will be available on KoPT website (www.kolkataporttrust.gov.in) Bidders will have to participate in bidding process through website https://kopt.enivida.in only.							
Cost of Tender Document (Non-refundable)	**Rs. 1770 (Rupees One Thousand Seven Hundred Seventy only) including 18% GST**						
Earnest Money Deposit	**Nil [AS per Ministry's circular No. F.9/4/2020-PPD Dt. 12.11.2020] Bidders must submit 'Earnest Money Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.**						
Time Of Completion	**12 (Twelve) months**						
Estimated Cost Of Work	**Rs. 1,24,49,812.70 (Rupees One Crore Twenty-four Lakh Forty-nine Thousand Eight Hundred Twelve and paisa Seventy only).**						

3.4 OTHER INSTRUCTIONS:-

3.4.1 E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender Documents are available in web site from KoPT website (www.kolkataporttrust.gov.in) and have to participate in bidding process through their website **https://kopt.enivida.in** only.

3.4.3 E-Tender Document shall neither be issued by post nor sold.

3.4.4 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender Document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

3.4.5 Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender Document. Trustees reserve the right to verify the submitted copies of Documents / credentials with the original Documents.

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

3.4.7 E-Tenderers will be received through **https://kopt.enivida.in** up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.8 Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

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

3.4.10 It is stated here that the subject tender may not be extended further.

3.4.11 SMP, KOLKATA reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

General Manager (Engg.)
Haldia Dock Complex

4. Important instructions for E-procurement

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 RailTel Portal https://kopt.enivida.in **before responding to this e-tender:**

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA, Haldia Dock Complex):

1. P. Dasgupta, Sr. Dy. Manager (I&CF), Mob: 9434062304, email: pdasgupta.hdc@kolkataporttrust.gov.in

	Process of E-tender : THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://kopt.enivida.in 1).Vendors are required to register themselves online with https://kopt.enivida.in Contact person (Haldia Dock Complex): **1. Sri. P. Dasgupta** **Sr. Dy. Manager (IZ&R),I&CF** **Haldia Dock Complex** Ph. No. 03224 252844 pdasgupta.hdc@kolkataporttrust.gov.in **Contact persons (RailTel Portal):** Shri Siddharth Ghosh Mobile No.: + 91 9355030604 E-mail : ewizardsiddharth@gmail.com Shri Deepak Jha Mobile No.: +91 8448288981 E-mail : ewizarddipak@gmail.com
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://kopt.enivida.in Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://kopt.enivida.in. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	Bidding in e-tender : a) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) In all cases, vendor should use their own ID and Password along with Digital Signature at the

	time of submission of their bid. d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. f) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. i) No deviation of the terms and conditions of the tender Document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://kopt.enivida.in to familiarize them with the system before bidding.
11	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 acceptance of terms & conditions for the tender.
12	The bidders must upload all the Documents required as per terms of NIT. Any other Document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	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, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of RailTel.
16	Due date of submission of tender will not be extended under any situation.

5. INSTRUCTIONS TO BIDDER

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA." .

5.0 PREFACE :

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

5.1 EARNEST MONEY & TENDER DOCUMENT FEES:

Earnest money: Nil [AS per Ministry's circular No. F.9/4/2020-PPD Dt. 12.11.2020]
Bidders must submit 'Earnest Money Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.

Cost of tender Document [original copy] is to be physically deposited at the office of Sr. Dy. Manager [IZ&R], I&CF Division, 2nd floor Operational Building, Chiranjibpur, Haldia Dock Complex, Haldia, PIN- 721604 in sealed envelope, mentioning Tender no. with proper marking as per the following:

Demand Draft / Banker's Cheque against cost of tender Document should be drawn on any scheduled/ nationalised Bank, by the bidder in favour of **"SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX"** payable at **Haldia.**
OR
Cost of tender document fee may be deposited through NEFT in the following account.
Beneficiary Name: **SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX.**
Bank: Punjab National Bank (Formerly United Bank of India)
Branch Name: Haldia Dock Complex.
Account No: 1604050000310
IFSC Code: UTBI0HDCF75

The bidder should make payment of cost of tender document fee and mention the UTR Number and date.

The details of payment made, with Bidder's Name, Tender Number and Tender subject, Amount of Bid Document Fee and UTR number may positively be informed to us by your office for checking the status of receipt of payment and generating Treasury Receipts.

However, it may be noted that for such successful payment (credited to the aforesaid account) through NEFT is the sole responsibility of the Applicant / Bidder. In case on any default for non-credit of the amount in the aforesaid account, the submitted offer will be summarily rejected without assigning any reason thereof by the Authority.

5.1.1 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

a) Name of remitting bidder :

b) Tender No. :

c) Amount remitted :

d) Date of remittance :

e) DD/BC No. :

5.1.2 Details Earnest money: Nil [AS per Ministry's circular No. F.9/4/2020-PPD Dt. 12.11.2020]
Bidders must submit 'Earnest Money Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.

5.2 MODE OF SUBMISSION OF BID :

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

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

a) A declaration as per annexure IB that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

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

c) The un-priced "Abstract Form of Tender" & "Form of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.

d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender Document.

e) A Declaration as per 'Annexure – IA' that no conditions / deviations have been added in the price part of the Bid.

f) Scan copy of the following Documents to be uploaded: -

i) PAN Card
ii) GST registration certificate.
iii) Valid Trade Licence.
iv) Valid Professional Tax Clearance Certificate / Up to date tax payment.
v) Proof of possessing valid Employees' Provident Fund (EPF) Account.
vi) Proof of being registered with Employees' State Insurance Corporation (ESIC).

g) Details of the firm as per "BIDDER'S PROFILE" of the tender Document.

h) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

i) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2017-18, 2018-19, 2019-20).**

j) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

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

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

5.3 OPENING OF BIDS :

Techno Commercial Part and Price Part together as stated above will be opened on the dates and time as fixed in the e-tender Document on line.

5.4 SECURITY DEPOSIT :

5.4.1 For the successful Bidder, the Security Deposit shall be recovered @3% of value of contract as per Cl. 2.2 of the order issued by the Ministry of Finance, Govt . of India vide no. F.9/4/2020-PPD dated 12.11.2020.

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

5.5 VALIDITY OF OFFER :

The e-tender shall remain valid for a period of 120 [One Hundred Twenty] Days from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, he **will be suspended for three years at** the option of the Trustees/ Sanctioning Authority/Engineer.

5.6 DETAILED SCRUTINY OF E-TENDERERS :

5.7.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional Document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

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

(i) is not accompanied by requisite EARNEST MONEY DECLARATION,
(ii) is not accompanied by requisite tender Bid Document Fee,
(iii) validity of the offer is less than tender stipulation,
(iv) It does not meet the Qualification Criteria as stipulated in the NIT.
(v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

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

a) The bidder provides misleading or false information in the statements and Documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of SMP, KOLKATA in this regard shall be final and binding on the Bidder.

5.8 For Micro & Small Enterprises (MSEs) :-

5.8.1 Micro & Small Enterprises (MSEs) shall submit the following Documents for availing themselves waiver of cost of tender Documents :-

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

5.9 EVALUATION CRITERIA :

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

5.9.2 The MSE's registered with NSIC/ DIC shall not be eligible to get any benefit other than exemption from payment of cost of tender Document as per New Public Procurement Policy as notified by the Govt. of

India, Ministry of Micro Small & Medium Enterprises (MSME) in the Gazette of India vide no. 503, dated 26.03.2012 as splitting of the work can not be done, it being a composite work.

5.10 ACCEPTANCE OF TENDER :

5.10.1 SMP, KOLKATA reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

5.10.4 Work experience, as sub-contractor or supply contractor shall not be considered as the requisite qualification.

5.11 MISCELLANEOUS:

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

(ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

(iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

(vi) The Bidder shall give a declaration about the names of their relations employed in SMP, KOLKATA. It is not the intention to debar the Contractors from working if their relatives are working in SMP, Kolkata, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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6. SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

1.0 GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenderers, Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2.0 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

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

3.0 SCOPE OF WORK:

The work comprises of carriage of rails/PRC sleepers, inserting the concrete sleepers and renewal of rails, fixing of check rails, deep screening of track ballast, Carriage and spreading of stone ballast, Through packing of track sleepers, gas cutting, drilling holes to the web of rails, cutting of rails(by hacksaw / machine) in the Railway tracks at different locations under Haldia Dock Complex and all other appurtenant works as may be required thereafter as per attached Bill of Quantities in accordance with the Trustee's General Conditions of Contract, enclosed Special Conditions of Contract & Particular Specifications. The work being an annual maintenance contract the above mentioned activities will have to be carried out throughout the year, upto the end of the contract period as per the requirement of the department.

All the items of works as detailed above shall have to be carried out as per specification and as detailed in the "Bill of Quantities".

The scope of work also includes all other works as described in the attached "Bill Of quantities" and ancillary and appurtenant works as may be required hereafter for successful completion of the work in accordance with the Trustee's General Conditions of Contract, attached Special Conditions of Contract, Particular Specifications, Bill of Quantities and in accordance with PWD (West Bengal's) Specifications for materials and workmanship.

4.0 LOCATION:

The site of work is located at different locations of HDC's railway yards at Haldia. The yards are under the control of Sr. Dy. Manager (T.O. Rly.) HDC & the tracks remain busy due to frequent movement of rakes/ wagons.

5.0 ACCESS TO THE SITE:

(a) By Road:

All-weather hard top road approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail:

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

6.0 INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (IZ&R), I&CF, Haldia dock Complex at his office at Chiranjibpur, Haldia for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

7.0 SITE CONDITIONS & METHOD OF WORK:

The site of works is located within the busy & protected area of Haldia Dock Complex.

The sequence of work shall have to be suitably programmed by the successful bidder without hampering normal operational activities. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

During execution of the work proper care should be taken to provide adequate protection against any damage to the existing structures, cables, water lines, S&T Pull Rods etc. and all such installations at the contractor's risk and expense. Any damage caused to the existing structures & or facilities and defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without claim of any extra cost. Existing electrical fittings & fixtures and wiring together with all sanitary and plumbing fitting are to be kept in their original conditions as far as practicable.

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

The contractor shall require mobilising labour force, materials, equipment, tools & tackles etc. for working round the clock for timely completion of the work. The work is of urgent nature and the completion time should be strictly adhered to. Accordingly, the contractor shall be required to mobilise sufficient manpower & machinery duly approved by the Engineer. The intending bidder must consider these factors while quoting the rates.

The working hours may have to be adjusted as the situation demands but no claim for idle labour on this account shall be entertained. Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working at night, on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time. Accordingly, the contractor shall be required to mobilise sufficient manpower & machinery duly approved by the Engineer.

The Contractor shall not be entitled to any additional payment for taking up works at night or on Holidays and Sundays. When a work at night has to be carried out, the Contractor shall, at his own cost and expense, make adequate arrangements for lighting and provide necessary facilities and comply with all stipulations as may be imposed by the Engineer. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

Further, in case the Engineer finds that it is necessary to shift / suspend some activity of the work for the time being in Trustees' interest, this shall be followed up in compliance with his instructions and as per relevant clause of the G.C.C.

The work shall be carried out by the Contractor without obstructing the work of other agencies those are under progress in that area.

8.0 TIME OF COMPLETION:-

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **12 (Twelve) months** including preliminary time from the date of placement of work order.

9.0 PERIOD OF EXECUTION

9.1 The work must commence immediately on receipt of the work order and shall have to executed within 12(twelve) calendar months starting from the date of issuance of work order, subject to Clause 9.2 & Clause 9.3 given herein below.

9.2 The work will be carried out in such a manner that the total 12 calendar months will be utilised for exhaustion of the stipulated quantities as given in the BOQ and as per the requirement placed by the Department. At the discretion of the Engineer or his representative, time will be suitably extended, with or without the imposition of LD as the case may be, to accommodate the execution of the entire quantity of the work as per BOQ and the contractor shall have to carry out the work without any extra cost to the Trustees in such extended period (for a period of maximum 3 months)at the same terms and conditions of the contract.

9.3 In case the stipulated quantities as given in the BOQ have been completed in less than 12 calendar months, at the option of the Engineer, the Contractor may be required to continue the work at the same terms, conditions and rates for an extended period not exceeding three months. However, quantity for such an extension shall not exceed 25% of the BOQ quantity. Work in the extended period shall commence only after formal receipt of the Contractor's acceptance regarding the Engineer's offer in this regard.

10.0 PARTICULARS OF EXISTING WORKS:

Such information as maybe given in the Tender Documents as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex are given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

11.0 PROGRAMME OF WORK AND PROGRESS REPORT:

On receipt of work order / requisition the successful bidder shall suitably schedule various activities required for execution/completion of the work and shall submit detailed programme of work before commencement of the work.

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

12.0 SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

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

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

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

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

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

The successful bidder shall also ensure that –

(i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.

(ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

(iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

13.0 HOLIDAY OR SUNDAY WORK:

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

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

14.0 POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

15.0 WATER:

The Contractor will arrange for supply of water both required for his workmen for drinking and /or construction and any other purpose.

16.0 KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

17.0 CONSTRUCTION OF SITE OFFICE, STORE ETC.:

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of **Rs.10.00 per annum** or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to **three times** the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.
The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

18.0 METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the P.W.D Schedule of Rates (Buildings & Roads), 2015, Govt. of West Bengal. For details of measurement not covered by the above S.P.-27, 1987 of B.I.S. shall be referred to.

19.0 ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Sr. Dy. Manager [I & C F] on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with **Clause-6 of the General Conditions of Contract**. The Bills should be submitted by the contractor in quadruplicate to the Sr. Dy. Manager (I&CF)'s Office with necessary documents in original.

Subject to the availability and feasibility of system, HDC may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code (IFSC Code) and (iv) designated account number in the "Abstract Form Of Tender ". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.

19A. MATERIALS:

The Contractor shall make his own arrangements for procuring and supplying all materials at site except the departmental materials mentioned at para no. 22.

19B. TESTING OF MATERIALS:

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

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

20.0 PLANT & EQUIPMENT:

The successful bidder shall supply all necessary tools, plants and equipments with fuel and operator required for successful execution of the work at his own cost.

21.0 ESCALATION / VARIATION ON PRICES:

No Escalation / Variation on the prices of any account shall be entertained.

22.0 MATERIALS:

22(A) DEPARTMENTAL MATERIALS:-

The Contractor shall make his own arrangements for watching all materials issued to him.

The P.W. materials Like Rail, Sleepers, Fish Plate, Bolts & Nuts, Pandrol clips, Rubber Pad, Liner etc will be supplied by the Trustees free of cost to the Contractor for use in the work as per requirement against written requisition to that effect well in advance.

The materials will be made available to the Contractor from the Trustees' P.W. Store at B.H.Yard or Trustees any other railway Yard at Haldia.

The Contractor shall fix up the dates of issue of materials with the Officer-in Charge of P.W. Store, well in advance and arrange to transport at his cost, the materials to be issued to him by the Trustees from the Store/Specified locations to the actual site of work in the Railway Yard. All handling, loading, unloading, carriage & lifting etc. shall be done by the contractor at his own cost. All temporary access roads required for the purpose shall be constructed and maintained by the Contractor at his cost. The rates of corresponding items of work of the bill of Quantities shall include the cost of all such transportation, handling etc. as these are not separately payable to the Contractor.

The Contractor shall also arrange to return surplus / released materials i.e which are not consumed in the work out of the materials issued to him or released P.W. materials from the railway tracks to the Trustees Store/Yard as directed. The cost of such return shall also be included in his rates.

In case, any material gets damaged in course of handling by the Contractor and/or surplus materials are not returned immediately after execution of the work, cost of such materials at prescribed rates in the Tender or at the open market rate, whichever is higher, plus all incidental charges for loading/unloading and transportation and departmental charges @ 19.25% on the above, shall be recovered from his final bill.

It should however be clearly understood that no claim from the Contractor will be entertained by the Trustees for any delay in supplying of the specified materials, though consideration may be given for suitable extension of time for such delays, if so required by the Contractor at the appropriate time.

- For carriage of materials to be issued by the Trustees, the departmental Material Trolley ,if available may be hired out to the contractor against hire charge of Rs.100.00 for a period of 8 hours or part thereof against written request to that effect in advance, containing necessary details of requirement.
  The Trolley will be handed over to or taken back from the Contractor at any convenient location of the yard. The Contractor will be responsible for its safe working as per rules while under his custody, in case of any damage or loss to the Trolley issued to him, the contractor shall repair/replace the same at his own risk and cost to the satisfaction of the Engineer-in-Charge.
  It should however be clearly understood that no claim from the Contractor shall be entertained by the Trustees for non-supply/delay in providing the Trolley. No extension of time shall also be granted for non-supply/delay in providing the Trolley.

- **Stacking/Disposal of released and salvaged materials :-**

Sleepers, rails, fitting materials, ballasting materials etc. that will be available from renewal work shall be category-wise sorted out at site. Separate stacks should be made for serviceable and unserviceable materials under each category as may be directed by the Engineer's representative at site. Rails, sleepers & P.W. fitting materials etc. shall be forwarded to P.W. Store at B.H.Yard. Such stacking/forwarding is not separately payable and the Contractor shall include in his rates the cost of such returns accordingly. Ballasting materials available from dismantled tracks shall be cleaned and spread to nearby existing tracks at Contractor's cost.

- **Watching of materials:-**

The successful Bidder will have to arrange for proper security of the materials issued to him by the Trustees apart from the materials and tools brought by him. Although the working area is under the jurisdiction of C.I.S.F. the Contractor shall be fully responsible for any theft or damage of the materials. He may be allowed to post his Watchmen round –the-clock at the work-site with valid permit and prior intimation to CISF. No extra amount will, however, be paid separately for watching. The Contractor should quote his rates keeping this in view.

23.0 INDEMNITY BOND:-

The successful bidder immediately on receipt of the work order shall furnish to the Trustees an Indemnity Bond on the prescribed proforma duly executed on a Non-Judicial stamp paper of Rs. 50/- for safe custody of PW materials to be issued to him by the Trustees free of cost for executing the work.

24A. CONTRACT LABOUR LAWS:

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

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec 12(1) of the Contract Labour Act.

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

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

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

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

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

24 B. COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

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

24 C. COMPLIANCE WITH E.S.I ACT :-

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution as applicable percentage of the wages of each of the employees' and shall deposit the same together with employer's contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

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

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

24 D. INDEMNIFICATION:

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

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

25.0 FORCE MAJEURE :

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall

upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

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

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

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

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

(iv) Fire , flood , cyclone , hurricane and acts of God.

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

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

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

26.0 DOCK PERMIT :

Dock permits which may be necessary for any purpose related to the work shall be issued **against payment of Permit Charge as per Scale of Rates at the time being in force along with applicable GST.** The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

27.0 TAXES :

The quoted rates should include all other taxes and duties but **excluding GST**. 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 along with interest, if applicable.

28.0 SETTLEMENT OF DISPUTES: -

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

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[PS-1]

7. PARTICULAR SPECIFICATIONS

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

Unless otherwise stated, the materials supplied and the workmanship shall conform to the Specifications as given in the P.W.D. Schedule of Rates as stated earlier and the job specifications contained in the Bill of Quantities of the tender. In absence of the above, relevant Indian Standards shall be referred to. In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instructions / directions of the Engineer will be binding on the Contractor.

A. <u>Method of Sleeper renewal work on running track</u> :

- Before starting the sleeper renewal work the contractor have to programme with the Engineer –in – Charge for issuing of 'Caution Order' or 'Engineering Block' at the stretches of Railway Track where the work to be started.
- The Contractor has to protect the track by fixing Banner Flag, H.S. Flag and other Engineering signals at the both end of work site just before starting the work.
- The sufficient numbers of wooden chalks have to be procured at site before starting the work.
- The old sleepers, which have to be renewed, will be taken out by removing the ballast packing from the bottom of the sleepers but not by lifting the track. At a time two consecutive sleepers will not be allowed to remove from the track. Immediately after taking out of old sleeper the more ballast will have to be removed from the line of insertion of new PRC sleeper. About 14/ 15 inches of clearance is required from the bottom of rails to insert the new PRC sleeper. However in no case lifting of track will not be allowed. To pass the train between taking out of old sleeper and inserting of new sleeper wooden chalks have to be placed under the rails by providing dog spike or rail screw.

  Obtaining the sufficient clearance, PRC sleeper have to be inserted in the track and to be fixed with the rails by providing Grooved rubber pads, Liners and Pandrol Clips. Gauge of the track, Squreness of the sleeper have to be checked during fixing.

  After fixing the sleeper it should be packed with the cleaned stone ballast.

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ANNEXURE - IA

(To be submitted on Company's Letter Head along With Cover-I Offer)

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

SUB :- E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

Dear Sir,

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

We further confirm that COVER-II of the bid does not contain any condition / deviation.

_____
Signature of the Bidder with Office Seal.

Date:

Place:

ANNEXURE - IB

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)

(To be submitted with Cover-I of Offer)
Bidders must fill in the under noted columns.

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

	(iii)			

ANNEXURE - II

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

1) Name of Company :

2) Address of its present registered office. :

3) Date of its incorporation :

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

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

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

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

B) In case of a firm -

1) Name and address of the firm. :

2) When business started :

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

4) A certified copy of the Deed of Partnership :

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

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

ANNEXURE - III

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

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

2) Name of the father of the Bidder. :

3) Whether the Bidder carries on business in his own name or any other name. :

4) When business was started and by whom. :

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

6) Whether the Bidder pays Income Tax over Rs.10, 000/- per year. :

Dated:

(Full signature of Bidder)

TO BE FILLED- UP BY THE BIDDER

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

1	Declarations a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorized signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
	Application money towards cost of tender documents.	Deposited	Yes / No
2	Earnest Money	Deposited	Yes / No
3	Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.	Submitted on company's letter head.	Yes / No
4	PAN Card	Submitted	Yes / No
5	GST registration certificate	Submitted	Yes / No
6	Valid Trade License.	Valid up to	
		Submitted	Yes / No
7	Professional Tax Clearance Certificate. / Upto date tax payment challan.	Valid up to	
		Submitted	Yes / No
8	Valid Employees' Provident Fund Account	Submitted	Yes / No
		Photo copy of latest payment challan of EPF submitted	Yes / No
9	ESI registration	Submitted	Yes / No
		Photo copy of latest payment challan of ESI submitted	Yes / No
10	Details of firm as per schedule-O	Format fill-up	Yes / No
11	Concurrent Commitments of the Bidder	Format fill-up	Yes / No
12	Credential within seven years	i) Amount	
		ii) Amount	
		iii) Amount	
		Credentials as per pre-qualification criteria.	Yes / No
		Letter of award works and completion certificate from owners are enclosed.	Yes / No
13	Certified copies of audited balance sheet	i) Turnover amount and year	
		ii) Turnover amount and year	
		iii) Turnover amount and year	
		Certified by the CA / FA	Yes / No
14	GCC Booklet and drawing duly signed under office seal	Submitted with signature	Yes /No

Signature of the bidder with seal

[BOQ-1]

DOCUMENTS

FOR

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

BILL OF QUANTITY

PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

1.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender **on line** based on his own analysis.

The Tender Price thus established would be taken for comparative evaluation of E-Tenderers .

****

BILL OF QUANTITIES

E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".

TENDER NO. : I&CF/ IZ&R/T/346

Item No.	Description of Item	Qty.	Unit	Rate (₹)	Amount (₹)
1	Carriage of rails including Loading at the lifting point and unloading at the delivery point within a distance of 6 KM. [Payment will be made on the basis of weight calculated from linear length of rails multiplied by theoretical weight per unit length. In case of second hand rails 5% will be deducted from the gross weight calculated as mentioned earlier].	120	M.T.	2377.43	285,291.60
2	Carriage of sleepers including Loading at the lifting point and unloading at the delivery point within a distace of 6 KM.				
	a) New/ S/H P.R.C. B.G. sleeper.	300	Nos.	429.18	128,754.00
	b) New or S/H P.R.C. Crossing(1 in 8.5) sleeper.	40	Nos.	858.36	34,334.40
3	Carrrying out "deep screening" of ballast in the railway track involving taking out earth/coal dust/iron ore dust mixed ballast from underneath the sleepers and interspaces betwwen sleepers upto 4.0 M width and 75 mm depth as measured from the bottom level of the existing sleepers and putting back the same ballast(except jhama, which is to be stacked by the side of the track) after screening and cleaning to provide clean ballast . Include for collecting all scattered ballast within 1 M on either side of the track. Also include for one initial packing by lifting the track upto 100mm as directed. (Payment will be made on the basis of actual length of track "deep screened").				
	(i) B.G.Track	1500	M	500.51	750,765.00
4	Earthwork in excavation in all sorts of soil mixed with moorum, stone ballast etc. for leveling the cess of railway tracks, cutting of earthen drains in the railway yard etc. include for removal of excavated earth within a lead of 75 M and dressing the disposed earth as directed.	500	Cu.M	119.27	59,635.00

Item No.	Description of Item	Qty.	Unit	Rate (₹)	Amount (₹)
5	Providing, supplying and fixing in position machine made paving blocks of M 50 grade of size 200 mm x 100 mm x 100 mm or any other approved size including 50 mm compacted sand (zone- III) coushion as levelling course. The blcoks must be cast and cured in an approved manner. Include for transportation from site of the manufacturer to the site of work, dressing, sand cushioning, laying of blocks in proper position , grade, camber and level, filling the interstices between blocks with sand, compacting with rollers and heavy duty plate vibrators cutting paving blocks with hydraulic splitter etc. all compete as directed and as per specifications. The paving blocks shall have an average crushing strength not less than 50 N /Sq.mm. when tested as per specifications. Include for testing and submission of test reports of paving blocks and all construction materials as per specifications.	100	Sq.m.	1159.25	115,925.00
6	Supplying, spreading & compacting with Zone-III brown sand in sub-grade of foundation in layers not exceding 150mm including watering each layer and ramming/rolling layer by layer by roller to achieve desired compaction level. [Payment will be made on the basis of compacted volume of sand].	100	Cu.M	1053.95	105,395.00
7	Cutting the M.S. plate/ rails/ Nuts & Bolts etc. by the gas to proper shape & size as directed . Include for supply of gas plants and handling of materials.	24000	Sq.cm.	8.00	192,000.00
8	Greasing/oiling of rail joints to the existing running track with approved quality of grease/ lubricator/oil (supplied by contractor). Include for opening and refixing of fish-plates, bolts and nuts and other sleeper fittings as per requirement for successful completion of work. Necessary fish plates (90R / 52 Kg), Bolts and nuts required for the sake of said work will be supplied free of cost from the Trustees' P.W.Store. Also include for carriage of released materials / new materials from the PW store to site of work and vice-versa.	600	joints	286.04	171,624.00
9	Oiling of Elastic Rail (Pandrol / 'J') Clips fixed with the existing running track with approved quality of lubricant/ oil (supplied by contractor). Include for opening and refixing of Pandrol Clips and other sleeper fittings like liners, Rubber pads etc. as per requirement for successful completion of work.	40000	Nos	6.37	254,800.00

Item No.	Description of Item	Qty.	Unit	Rate (₹)	Amount (₹)
10	Painting 2 coats with approved quality synthetic enamel paint of shades as will be directed by Engineer -in - charge on surface of running rails, welded joints of rails, rail posts/ railling/ guard rails/ signal posts etc. at Railway yard / level crossing. Include for smoothening of surface by snd papering / brushing and cleaning before painting.	1000.00	Sq. M.	₹ 79.00	79,000.00
11	Drilling 28 to 32 mm dia holes in position to the web of 60Kg/ 52kg/90 R rail by drilling machine / hand ratchet etc. including all handling as directed. Payment will be made on the actual number of holes drilled. In any case gas cutting will not be allowed.	400	Nos.	375.38	150,152.00
12	Realigning the curve and straight portion of the B.G. track by slewing as per requirement upto about 5.0 M providing super elevation transition and other connecting works. Payment will be made on the basis of linear measurement of track realigned.	800	M	414.48	331,584.00
13	Cut 60 Kg / 52 Kg/90R rails of any length to the running line / at the cess of track with hacksaw or rail cutting machine to get rail pices of required length as per direction. Include for all handling of rails etc. Payment will be made on the basis of number of cuts.	80	Nos.	412.92	33,033.60
14	Pulling back of rails including dismantling of fittings and fixtures, like fish plates, bolts& nuts and other sleeper fittings including refixing with released/new fittings with existing rail & sleeper. [Payment will be made on the basis of linear length of rails actually pulled back.]	3000	M	103.98	311,940.00

15	Inserting in the railway track New/Secondhand monoblock prestressed concrete sleepers (for 52/ 60 Kg. Rails) for renewal, fixing them to the rails in a P.W.Track with fittings & fixtures including fixing liners & pandrol clips in proper position to ensure the perfect gauge. Include for carryout through ballast packing with new or available old ballast & dressing of ballast etc. complete. Also, include for carriage of P.R.C. Sleeper and its fittings from P.W.Store / Rly. Yard to site of work and forwarding of released sleeper to P.W. Store as directed. Payment will be made on the basis of actual Nos. of sleeper inserted to the track.	500	Nos.	1398.93	699,465.00

Item No.	Description of Item	Qty.	Unit	Rate (₹)	Amount (₹)
16	Laying & linking New / Secondhand Rails(60 kg./52Kg/90R) one side only by fixing on the existing sleepers with proper fastening including squaring of sleepers, if necessary, ensuring correct gauge & level. The rate should be inclusive of cutting rails with hacksaw, drilling holes to the web of the rails with prefixed templates etc. as directed. Also include for dismantling existing rails(90R/52kg/60Kg.) by opening existing all fittings etc.& carriage of all rails & other fitting materials from & to P.W.Store at B.H.Yard.				
	a)New 60 Kg Rail	1200	M	716.73	860,076.00
	b) Second hand released 52 Kg Rail	200	M	697.71	139,542.00
17	Dismantling the existing check rails from the railway track.	130	M	237.74	30,906.20
18	Carrying and fixing check rail with the newly laid main rail & with concrete sleepers including the cost of fabrication of check rail.	130	M	1912.69	248,649.70
19	Carrying of ballast from the nearby stacks and spreading along the track and points and crossings including ascend, descend crossing lines, cost of labour, tools, incidental charges, all complete as directed to provide and maintain ballast cushion of desired extent in the existing track.				
a)	Within a lead of 130 M	1000	Cu.M	431.69	431,690.00
b)	Lead beyond 130 M but within 230 M	1000	Cu.M	550.56	550,560.00
c)	Lead beyond 230 M but within 330 M	1500	Cu.M	669.43	1,004,145.00
d)	Lead beyond 330 M but within 430 M	500	Cu.M	788.30	394,150.00
20	Packing under the track sleepers including lifting of track upto 100mm. Required quantity of stone ballast will be available at site or supplied in separate item. (Payment will be made on the basis of length of track actually packed).				

	i) 1st. Packing	8000	M	125.12	1,000,960.00
	ii) 2nd. Packing	8000	M	125.12	1,000,960.00
21	Packing under the sleepers in the 1 in 8.5 Fan Shaped Turn out consists of 54 nos.of PRC Crossing Sleepers and 12 Nos of PRC approach sleepers. Required quantity of stone ballast will be available at site or supplied in separate item. (Payment will be made on the basis of nos. of sets of points and crossing actually packed).				
	i) 1st. Packing	48	Set	30765.95	1,476,765.60
	ii) 2nd. Packing	48	Set	30765.95	1,476,765.60

Item No.	Description of Item	Qty.	Unit	Rate (₹)	Amount (₹)
22	Respacing of existing PRC sleepers fixed in the railway track including removing of ballast from the bottom & side of sleepers and fixing of all fittings and fixures to maintain the proper gauge of track.	800	Nos	163.68	130,944.00
			TOTAL= ₹		**12,449,812.70**

(Rupees One Crore Twenty-four Lakh Forty-nine Thousand Eight Hundred Twelve and paisa Seventy only).

ANNEXURE - IV

ABSTRACT FORM OF TENDER

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

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work.	:	**E-TENDER FOR "ANNUAL CONTRACT FOR THE YEAR 2021-22 FOR MAINTENANCE OF RAILWAY AT HALDIA DOCK COMPLEX, HALDIA.".**
(b) Estimated Cost.	:	**Rs. 1,24,49,812.70 (Rupees One Crore Twenty-four Lakh Forty-nine Thousand Eight Hundred Twelve and paisa Seventy only).**
(c) Earnest Money	:	**Nil [As per Ministry's circular No. F.9/4/2020-PPD Dt. 12.11.2020] Bidders must submit 'Earnest Money Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years.**
(d) Security Deposit (including Earnest money)	:	As per provisions in the tender.
(e) Time allowed for completion of the work	:	**12 (Twelve) months.**
(f) Permanent I/T A/C No.	:	
(g) Maximum number of workmen to be engaged on any day.	:	
(h) Bank Details		
Name of Bank:		**Branch:**
Branch Code:		**Account Number:**
IFS Code:-		

RATE TENDERED BY ME / US IS : **_____% (Percent) ABOVE / BELOW / AT PAR WITH THE ESTIMATED AMOUNT.**

(THE BIDDER IS NOT TO QUOTE IN THIS PAGE.THE PRICE BID WILL BE QUOTED ON LINE)

(Signature of the Bidder)

Witness: -

(Name in block letters)

Address:

Occupation:

Address:

ANNEXURE - V

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

The Sr. Dy. Manager-IZ&R, (I&CF),

Haldia Dock Complex.

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

THE TOTAL AMOUNT OF TENDER Rs. **Will be quoted online**_____

(Repeat in words) _____**Will be quoted online** _____

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' General Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated: (Signature of Bidder with Seal)

WITNESS :

Signature : Name of the Bidder :

Name : Address :

(In Block Letters)

Address :

Occupation :

General Conditions of Contract Forms and Agreements

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

JULY, 2014

GENERAL CONDITIONS OF CONTRACT

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

AMENDMENT
TO
GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			**AS AMENDED**			
			For works contract		For Contract of Supplying Materials or Equipment only	
	For Works Contract	For Contract of Supplying Materials or Equipment only	Estimated value of work	Amount of Earnest money	Estimated value of work	Amount of Earnest Money
Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% of the estimated value of work	Up to Rs. 1,00,000.00	1% of the estimated value of work
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	Over Rs. 1,00,000.00	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 Registra-tion	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registra-tion	Amount Of Fixed Security	Financial Limit Of Each Tender
A	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 Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.	Employer
1.2	"Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963	Chairman
1.3	"Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	Contractor
1.4	"Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.	Engineer
1.5	"Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.	Engineer's Representative
1.6	"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".	Works
1.7	"Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.	Temporary works
1.8	"Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities.	Extra works and Excess works
1.9	"Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.	Specification

1.10	"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	"Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	"Constructional Plant" means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Construction al 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	Engineer's Authority

Shall comply with the Engineer's direction on any matter whatsoever.

GC - 4

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

2.3 *The Engineer shall have full power and authority :* Engineer's Power

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

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

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

(d) to issue certificates as per contract.

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

(f) To grant extension of completion time.

2.4 *The Engineer's Representative shall :* Power of Engineer's Representative.

(i) watch and supervise the works.

(ii) test and examine any material to be used or workmanship employed in connection with the work.

(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.

(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and

(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

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

2.6 Provided also as follows : Engineer's Overriding Power

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

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

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

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

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

(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. — Accommodation for Contractor's men/materials.

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. — Water for drinking etc. /Electrical power.

(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. — Payment of Taxes/duties and observance of all statutes.

(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. — Payment of Stamp Duty by the Contractor.

3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. — Disclosure of Owner's name.

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

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

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.

(c) Earnest Money of unaccepted tender shall be refunded without any interest THROUGH A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.

(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

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

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender with-out EM liable to rejection.

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.

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

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

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

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

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

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

3.7 "Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a Document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid Document to be submitted by each tenderer, without which the tender shall not be considered."

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (a) The contract Documents shall be drawn-up in English language.

English language to be used

(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :

Applicability of laws on the contract

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act,1970.
6. The Dock Workers' Act,1948.
7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or 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 by any discrepancy, ambiguity, omission or error in the various contract Documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

Interpretation of contract Documents –Engineers' Power

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

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

4.10	Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Contractor to supervise the works
4.11	The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of is staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.	Contractor to deploy qualified men and Engineer's power to remove Contractor's men
4.12	The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.	Contractor is responsible for line, level, setting out etc.
4.13	From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.	Contractor is responsible to protect the work

4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

Contractor is responsible for all damages to other structures / persons caused by him in executing the work.

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

Fossils, Treasure travois, etc. are Trustees' property

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

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

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

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

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

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

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

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 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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

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

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

5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.

Contractor to supply all materials as per requirement of the Engineer or his representative

5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

Materials & Works

5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.

Contractor to submit samples for approval

Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.

Contractor to arrange all testing at his own cost.

5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :

(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

The Contractor shall account for and look after the Trustees' materials

(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.

Contractor to compensate for loss and damage to Trustees' materials

(c)The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however,

Delay in supply of Trustees' materials will only entitle the Contractor for extension of

communicate his requirement of such materials to the Engineer from time to time. 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 cirCu.Mstances

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - Recovery from Contractor for Trustees' materials under other cirCu.Mstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

5.9 The Engineer or his Representative shall have the power to insect 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 the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work

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

Engineer or his Representative.

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

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

6.0 TERMS OF PAYMENT :

6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

All interim payments are advances till issue of Certificate in Form G.C.2

6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

Payment on the basis of measurements at agreed rates.

6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made sat 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 wend of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.

Recording of measurements

6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

Contractor to prepare and submit his bills

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

(i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,

(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,

(iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,

(iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

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

Advance payment against Non-perishable materials

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

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

6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.

Recovery for wrong and over payment

6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

Interest not admissible to Contractor

7.0 VARIATION AND ITS VALUATION :

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

Quantities in Bill of Quantities of Tender

7.2 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :

Engineer's power to vary the works

7.2 (a) Increase or decrease the quantity of any work included in the contract.

(b) Omit any work included in the contract.

(c) Change the Character or quality or kind of any work included in the contract.

(d) Change the levels, lines, position and dimensions of any part of the work, and

(e) Execute extra and additional work of any kind necessary for completion of the works

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated ass revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

Variation by engineer do not vitiate the contract

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer'' subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

Where written order for variation is not needed

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates ad 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.

Payment for extra or additional, or omitted work or substituted work, Engineer's powers

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

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

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

Extension of completion time

8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

'Liquidated Damage' and other compensation due to Trustees

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

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

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

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer'' or his Representative'' written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor t any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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

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

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

Contractor's obligation for maintenance of work.

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.

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 o 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 there from in respect of any sum due to the Trustees from the Contractor. Refund of Security Deposit

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer's decision

10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman's award.

10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.

10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..

10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

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

10.5 Provided always as follows:

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

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

[c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.

[d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.

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

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER (UNPRICED)

To

The Sr.Dy.Manager-IZ&R (I&CF),

Haldia Dock Complex.

I/We_____

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

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

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

_____

Dated : (Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Name : (In Block Letters)

Address :

Address :

Occupation :

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C.1

Contractor _____

Address ----------

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : ……..

……..

……..

Estimate No. E.E.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 _____ 20 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

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work : …….

Estimate No. E.E.O……..dt…….
C.E.O…….dt……

Work Order No…….……..……..

Contract No. ……

Resolution & Meeting No. ……

Allocation : ……

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

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

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C.3

('NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

The Sr.Dy.Manager- IZ&R (I&CF)
Haldia Dock Complex
Calcutta Port Trust
Haldia.
(Atten:……..)

Dear Sir,

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

Name of work : _____

_____

Work Order No :-_____

Contract No. _____

Agreement No……..Dt……

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor……

Address:……..

(OFFICIAL SEAL OF THE CONTRACTOR)

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER'' which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

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

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. The following Documents shall be deemed to form and be read and construed as part of this Agreement , viz :-

   i. The said Tender/Offer & the acceptance of Tender/ Offer.

   ii. The Drawings.

   iii. The General Conditions Of Contract.

   iv. Special Conditions Of Contract (If any).

   v. The Conditions Of Tender.

   vi. The Specifications.

   vii. The Bill Of Quantities.

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

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :-_____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :-_____

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

Name :- _____

Address :-_____

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

Ref. _____ Bank Guarantee No. _____
Date _____

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

Dear Sirs,

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

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

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

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

Dated, this ……. day of ……..20 …….. at …….

WITNESSES

---------- ----------

(Signature) (Signature)

---------- ----------

(Name) (Name)

---------- ----------

(Official address) (Designation with Bank Stamp)
+ Attorney as per power of Attorney No.

Dated …….

Integrity Pact

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

And

…….. hereinafter referred to as "**The Bidder/Contractor**"

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or THROUGH family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THROUGH which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or THROUGH any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or Document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Role of Independent External Monitor (IEM):

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the Documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.

(e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract Documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract Documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and Documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

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

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

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

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

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

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

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

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

Section 11 – Other Provisions:

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

_____ _____

(For & on behalf of the Principal) (For & on behalf of Bidder/Contractor).

(Office Seal) (Office Seal)

Place :

Date :

Witness 1:

(Name & Address) ……..

……

……

Witness 2:

(Name & Address) ……

…….
…….

ANNEXURE-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or THROUGH the agents /representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.