



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (भूतपूर्व, कोलकाता पत्तन न्यास)
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)

(भारत सरकार के बंदरगाह, पोत परिवहन और जलमार्ग मंत्रालय के अधीन एक स्वायत्त निकाय)
(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND
WATERWAYS, GOVERNMENT OF INDIA)

कोलकाता डॉक सिस्टम / KOLKATA DOCK SYSTEM
यांत्रिक व विद्युत अभियंत्रण विभाग
8, गार्डन रीच रोड, कोलकाता-700043

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
8, Garden Reach Road, Kolkata - 700 043

कार्य के लिए निविदा दस्तावेज़

“केपीडी-आई (पश्चिम), एसएमपीके में 6 केवी / 415 वोल्ट सब-स्टेशन का डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग. “

Tender Document for the Work

"Design, Supply, Installation, Testing & Commissioning of 6 KV / 415 Volt Sub-Station at KPD-I (West), SMPK."

निविदा आमंत्रण सूचना संख्या: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026
Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

साइट निरीक्षण / Site inspection:	15.05.2026 at 11:30 hrs.
प्रश्न करने की अंतिम तिथि (ईमेल)/Last date of submission of query (Email):	18.05.2026 by 17:00 hrs.
बोली-पूर्व बैठक / Pre-bid meeting:	20.05.2026 at 11:30 hrs.
ई-निविदा प्रस्तुत करने की आरंभिक तिथि/ Start date of submission of e-tender :	26.05.2026 from 12:00 hrs.
ई-निविदा की अंतिम तिथि / Closing date for e-Tender:	02.06.2026 up to 12:00 hrs.
तकनीकी-वाणिज्यिक बोली खोलने की तिथि / Date of opening of Techno-commercial bid :	03.06.2026 at 12:00 hrs.

निविदा शुल्क / Tender Fee: Rs. 1770/- (जीएसटी सहित/including GST) (नॉन-रिफंडेबल /Non-Refundable)

मुख्य यांत्रिक अभियंता /Chief Mechanical Engineer
Tender Inviting Authority

TENDER DOCUMENT
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile Kolkata Port Trust)
KOLKATA DOCK SYSTEM

E-TENDER FOR "Design, Supply, Installation, Testing & Commissioning of 6 KV /415 Volt Sub-Station at KPD-I (West), SMPK."

NOTICE INVITING TENDER No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

TENDER NOTICE

Mechanical & Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) invites E-Tender under single stage Two part system (i.e. Techno-Commercial Bid and Price Bid) for "Design, Supply, Installation, Testing & Commissioning of 6 KV /415 Volt Sub-Station at KPD-I (West), SMPK.." Bid Document may be downloaded from SMP, Kolkata website <https://smpportkolkata.shipping.gov.in/> and CPP portal. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

Schedule of Tender (SoT)

Tender No.	SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal). The intending bidders are required to submit their offer electronically through e-Tendering Portal. No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender(Excluding GST)	Rs.1,85,74,254.00 (Rupees One Crore Eighty-five Lakh Seventy-four Thousand Two Hundred Fifty-four Only).
i) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 3,71,485/-.
ii) Tender Cost	The intending bidders should submit Tender cost of Rs.1,770/- including GST @ 18%. For further details please see Clause No. 2 under Instruction to Tenderers.
Exemption from paying Bid Security/EMD and Tender Cost.	Refer to Clause No. 2 under Instruction to Tenderers.
Security Deposit/Performance Guarantee	Refer to clause no. 8 of Special Conditions of Contract (Annexure-C)
Date of NIT available to parties to download	08.05.2026 at 17:30 hrs.
Date and time of site inspection	15.05.2026 at 11:00 hrs. (For details regarding Pre-Bid meeting and site inspection refer to Clause no. 8 under Instruction to Tenderers.)

Date and time of Pre-Bid meeting	20.05.2026 at 11:30hrs. (For details regarding Pre-Bid meeting and site inspection refer to Clause no. 8 under Instruction to Tenderers.)
Date of starting of online submission of bid (Techno-Commercial Bid and price Bid) through CPP Portal	26.05.2026 from 12:00 hrs.
Date of closing of online submission of Bid.	02.06.2026 up to 12:00 hrs.
Date and time of opening of Techno-Commercial Bid	03.06.2026 at 12:00 hrs.
Date and time of opening of Price Bid	To be opened with prior intimation.

- Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) are invited by Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust) from GST registered domestic Contractors for executing the work.
- The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 08.05.2026 to 03.06.2026 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement (GePNIC).
- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <https://smportkolkata.shipping.gov.in/> [Tender➔ Mechanical & Elect. Eng. Dept.] and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
- The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement (GePNIC) as explained in the tender document.
- No physical tender is acceptable by Kolkata Dock System.
- Minutes of meeting /Corrigendum / addendum / clarifications, if any, shall be hosted on the <https://smportkolkata.shipping.gov.in/> and <https://eprocure.gov.in/eprocure/app> .

Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

List of Annexure

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

Instructions for Online Bid Submission	Annexure - A	Page : 5 - 7
Instruction To Tenderers	Annexure - B	Page : 8 - 16
Special Conditions of Contract	Annexure - C	Page :17 - 30
Scope of Work and Technical Specification	Annexure - D	Page : 31 - 45
Preamble to Bill of Quantity & Bill of Quantities	Annexure - E	Page : 46 - 51
Profile of Tenderer	Annexure - F	Page : 52
Covering letter	Annexure - G	Page : 53 - 54
Schedule "O"	Annexure - H	Page : 55 - 58
Affidavit for ESI	Annexure - I	Page : 59
Indemnity Bond for ESI	Annexure - J	Page : 60-61
Undertaking Format	Annexure - K	Page : 62
List of Key Technical Person	Annexure - L	Page : 63
Checklist for Documents to be Uploaded	Annexure - M	Page : 64-65
Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	Annexure - N	Page : 66-67
Format For Providing Self-Certification Regarding Local Content Requirement for Class-I Local Supplier'/ 'Class-II Local Supplier	Annexure - O	Page : 68-69
General Conditions of Contract, Forms and Agreement, Integrity Pact	Annexure - P	Page : 70-121

Chief Mechanical Engineer
Syama Prasad Mookerjee Port, Kolkata
Tender Inviting Authority &
Engineer of the Contract

Instructions for Online Bid Submission

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust).

The e-procurement service provider is NIC's CPP Portal for e-Procurement (GePNIC).

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work. The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 08.05.2026 to 03.06.2026 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement (GePNIC). The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smpportkolkata.shipping.gov.in/ and NIC's CPP Portal for e-Procurement (GePNIC) https://eprocure.gov.in/eprocure/app and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement (GePNIC) as explained in the tender document.
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app (A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically. (B) Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter. Bidder(s) can witness the opening of Bids electronically.

	The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.	
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.	
4.	In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e- tender). Contact person (SMP, Kolkata):	
	1. Mr. A. K. Kar Chief Mechanical Engineer Contact No. 033-7100 2017 Email: cme@smportkolkata.shipping.gov.in	
	2. Mr. D. Das Dy. Chief Mechanical Engineer-I Contact No. 033-7100 3325 Email: ddas@smportkolkata.shipping.gov.in	3. Mr. D. K. Kundu Superintending Engineer (E)-IV Contact No. 033-7100 3319 Email: dk.kundu@smportkolkata.shipping.gov.in
	4. Mr. N. C. Behera Executive Engineer (Elect.)-I Contact No. 033-7100 3245 Email: n.behera@smportkolkata.shipping.gov.in	
5.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with NIC's CPP Portal for e-Procurement (GePNIC) (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).	
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.	
7.	The bidder (s) must submit Earnest Money Deposit (EMD) OR self-attested copy of Udyam Registration Certificate for Micro and Small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME)/ Start- up certificate issued by DPIIT in relevant sector of work, as mentioned in the Bill of Quantities of instant Tender, to claim exemption from depositing EMD, failing which their tender would be summarily rejected. For further details please see Clause No. 2 under Instruction to Tenderers. (b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid. (c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document. (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (f). SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.	

	(g). 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 and conditions for the tender. (h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11.	The bidders <u>must upload</u> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	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.
14.	Price bid must be filled-up in EXCEL Sheet through NIC's CPP Portal for e-Procurement (GePNIC) (which is uploaded by SMP, Kolkata).
15.	EMD & Tender Fee is to be treated as essential documents and the same should be uploaded with the other essential documents.
16.	EMD & Tender Fee should reach this office physically before within 5 working days of opening of Tender document.

Note: The name 'Syama Prasad Mookerjee Port, Kolkata' has been abbreviated as SMPK or SMP, Kolkata in this tender document. Also, whenever the erstwhile name of 'Kolkata Port Trust' is found in tender document, it is to be read as 'Syama Prasad Mookerjee Port, Kolkata.' Also, 'Trustees' or 'Trust', if found, should be read as 'Authority' denoting the Board of Authorities/Board of Trustees of SMPK.

Instruction To Tenderers

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

1. Pre-qualification Criteria of the Bidders:

- i. The firms must have either of the following as experience of having successfully completed similar works during last seven years, ending on 30.04.2026.
 - a) Three similar works where cost of each completed work should not less than ₹ 74,29,702.00 (40% of estimated cost).
Or
 - b) Two similar works where cost of each completed work should not less than ₹ 92,87,127.00 (50% estimated cost).
Or
 - c) One similar work where cost of completed work should not less than ₹ 1,48,59,403.00 (80% of estimated cost).

Note: All of the aforesaid values are excluding GST.

- iii. Here “**similar work**” means:
“Supply, Installation, Testing & Commissioning of HT Sub-Station having at least 6 KV feeder”.
- iv. For evaluation purpose, the value of arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple interest @ of seven percent per annum, calculated from the date of completion to the date of Bid opening.
- v. The experience of working as Sub-contractor, satisfying the Pre-Qualification Criteria shall also be considered, subject to submission of valid supporting documents issued by original contractor.

The Tenderers shall upload self-attested copies of supporting documents to fulfil the pre-qualification with respect to experience viz. copies of Work Orders in the name of tenderer for similar works, successful completion certificates from clients. The original documents may also be verified by SMP Kolkata Officials, if required.

- vi. Average Annual financial turnover during the last three years ending 31st March of 2025, should be at least 30 % of the estimated cost i.e. ₹ 55,72,276.00 /-.
- vii. Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2022-23, 2023-24 & 2024-25) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to be uploaded. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2025, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

- viii. TDS TRACES including 26AS to validate the legitimacy of the work completion certificate to be provided by the bidder.

2. Earnest Money Deposit (EMD) & Tender Cost: -

i) Tender Cost: - The intending bidders should submit Tender cost of **Rs. 1,770/-** (Rupees One Thousand Seven Hundred and Seventy Only) including GST @ 18%, in form of Demand Draft, Pay Order and Banker's Cheque.

ii) The Earnest Money Deposit (EMD): - EMD for this tender is Rs. 3,71,485/- (Rupees Three lakh Seventy-one thousand Four hundred Eighty-five only)

iii) Any bid not accompanied by the requisite EMD & Tender Cost shall be rejected as non-responsive and such bid will not be evaluated further.

iv) The intending bidders should submit Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Banker's Cheque and Fixed Deposit Receipt from any of the Scheduled Banks in India (as defined in section 2(e) of the RBI Act 1934), having branch in "Kolkata" safeguarding the purchaser's interest in all respects. The EMD should be payable at "Kolkata" and to be drawn in favor of "Syama Prasad Mookerjee Port Kolkata" on or before last date of bid submission. The bid security should remain valid for a period of not less than 45(forty-five) days beyond the final bid validity period.

v) To claim exemption for EMD & Tender Cost, the bidder (s) are required to produce a self-attested copy of Udyam Registration Certificate for Micro and Small Enterprises (MSEs) issued by Department of Micro, Small and Medium Enterprises (MSME)/ Start-up certificate issued by DPIIT. The exemption from the payment of EMD & Tender Cost will be allowed only if the tender item of work/supply is covered in the enlistment statement attached Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Dept. of Micro, Small and Medium Enterprises (MSME)/ relevant sector of Start-up. No claim for exemption without the details stipulated above will be considered.

vi) **Scanned copy of Earnest Money Deposit & Tender Cost / a self-attested copy of Udyam Registration Certificate/ Start-up certificate (as applicable) must have to be uploaded along with the Techno-commercial Bid of the e-Tender.**

vii) **Hard Copy of "EMD" & "Tender Cost" in original shall reach to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata -700 043, on or before bid opening date, failing which the bid will be treated as non-responsive and will not consider for further evaluation.**

viii) The Earnest Money Deposit shall be refunded to the bidder (s) as follows:

- a) Successful bidder (s) - EMD would be refunded to the successful bidder on receipt of performance security.
- b) Unsuccessful bidder(s) - within 30 days after finalization of the Techno- Commercial Bid(s).

ix) **No interest shall be paid by SMP, Kolkata on the Earnest Money Deposit from the date of its receipt until it is refunded as indicated above under any circumstances.**

- x) A bidder's EMD will be forfeited if the bidder
- a) withdraws or amends its/ his tender;
 - b) impairs or derogates from the tender in any respect within the period of validity of the tender;
 - c) If the bidder does not accept the correction of his bid price during evaluation; and
 - d) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

xi) **Tenderers may note that non-submission of any of the aforesaid documents/non-fulfilment of any of the aforesaid criteria shall lead to disqualification of their offers.**

3. The online Techno-commercial Bid must contain the following:

- i. Scanned copy of Earnest Money Deposit / a self-attested copy of Udyam Registration Certificate/ Start-up certificate issued by DPIIT (as applicable) must have to be uploaded along with the Techno-commercial Bid of the e-Tender, as mentioned in Clause 2 of Instruction to Tenderers.
- ii. As mentioned in Clause 2 of Instruction to Tenderers, the "EMD" in original shall reach to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata -700 043, within 5 working days of bid opening, failing which the bid will be treated as non-responsive and will not be evaluated further.
- iii. **Scanned copies of self-attested documents are also required to be submitted online:**
 - a. Covering letter for submission of tender, unconditionally accepting all the terms and conditions of the tender including the Addendum, if issued and declaring to have not been banned/debarred/delisted by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind, as per **ANNEXURE-G**.
 - b. Profile of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per **ANNEXURE-F**.
 - c. Undertaking of the tenderer to be submitted in lieu of submission of signed copies of the Tender document in full, as per enclosed Pro-forma at **ANNEXURE -K**.
 - d. Details of the firm as per '**Schedule-O**' of the tender document as enclosed Pro-forma at **ANNEXURE -H**.
 - e. Scanned copy of declaration towards Restrictions under Rule 144 (xi) of General Financial Rules 2017 (to be printed under the letterhead of the bidder), as per **ANNEXURE - N**.
 - f. Scanned copy of Self-Certification of Local Content Declaration, under Public Procurement (Preference to Make in India) Order (to be printed under the letterhead of the bidder), as per **ANNEXURE - O**.
 - g. Copies of Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2022-23, 2023-24 & 2024-25) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to be uploaded. In the event of non-submission of Audited

Balance Sheet for the financial year ending 31.03.2025, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

- h. Documentary evidence (work orders, successful completion certificates from clients indicating the date of completion, value of work done etc.) of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- i. Scanned Copies of the following are to be uploaded:
 - i. PAN Card.
 - ii. GST Registration Certificate.
 - iii. Trade License/Registration.
 - iv. Professional Tax Clearance Certificate/ up to date tax payment Challan, if applicable.
 - v. Income Tax Return of last 3 years viz. 2022-23, 2023- 24 and 2024-25.
 - vi. Company Registration Certificate, if applicable.
 - vii. TDS including 26AS in support of authentication of submitted credential
- j. Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Syama Prasad Mookerjee Port, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.
- k. **Registration under ESI Act:** All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
 - (1) In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
 - (2) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an Affidavit in original affirmed before a First-Class Judicial Magistrate on a Non-Judicial Stamp Paper worth Rs.10/- to that effect as per enclosed Performa at **ANNEXURE-I**.
 - (3) In case they are not covered under ESI Act, they must additionally indemnify SMP, Kolkata against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50/-. The same should be submitted along with Techno-commercial Bid as per enclosed Performa at **ANNEXURE-J**.
- l. **Registration under EPF Act:** Intending tenderers shall furnish the details of EPF Registration. In the event of non-applicability of Registration under EPF Act, the tenderer shall furnish documentary evidence for the same or shall furnish in lieu, a self-declaration citing reasons, as to why they do not come under EPF Act.
- m. **Power of Attorney:** The intended bidder should furnish the Power of Attorney (As per **ANNEXURE**), if applicable, as per the following:
 - (a) In case the Tender is submitted by a Proprietorship Firm, the same should be signed by Proprietor or representative person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
 - (b) In case the Tender is submitted by Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners or other person, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.
 - (c) In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney/ Authorisation, executed in his favour (in connection with the Tender) and the signature of such Power of Attorney

holder/ Authorised person should also be attested, in accordance with the constitution of the Limited Company.

- n. Certified copy of **valid Electrical Contractor's License with Supervisor's Certificate of Competency having required license for minimum HT related work.**
- o. A list of key technically qualified and skilled persons would be engaged to supervise and execute the work as per proforma in **Annexure-L.**
- p. Checklist of Documents to be uploaded (**Annexure-M**).

N. B.-1: The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2: During techno-commercial evaluation of tender, an offer shall be considered non-responsive in case of non-submission of the following 'Essential' documents or non-fulfilment of following criteria:

- i. It is not accompanied by requisite EMD & Tender Fee,
- ii. It is not accompanied by valid certificate, if the bidder sought exemption from depositing Earnest Money & Tender Cost.
- iii. It does not meet the pre-qualification criteria as stipulated in the NIT,
- iv. It is not accompanied by Company Registration Certificate, as applicable,
- v. It is not accompanied by Power of Attorney, as per applicable clause of NIT.

N.B.-3: In addition to the above, a bidder may be disqualified, even though the bidders meet the above qualifying criteria, if:

- 1. The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
- 2. The validity of the offer is less than tender stipulation.
- 3. All the documents required as per tender are not uploaded or not submitted, even after asked for as shortfall documents as the case may be.
- 4. The bidder provides misleading or false information/representation in the forms, statements and attachments uploaded/submitted in proof of the qualification requirements and necessary action will be taken as per Terms & Conditions of NIT.
- 5. 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.

- 4. Techno-commercial bids will be opened on the schedule date of opening of techno-commercial bid. Price Bids of only techno commercially qualified bidders shall be opened on a suitable date, to be intimated beforehand. However, for a single part single envelope tender both the Techno- commercial bids & Price Bids will be opened simultaneously for evaluation.

5. The Board reserves the right to accept or reject the tender without assigning any reason whatsoever.
6. The Board will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
7. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 18-00 hrs.
8. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by SMP, Kolkata in the Site Inspection and Pre-bid meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hosted in SMP, Kolkata's website for information of all concerned and the same shall form a part of the Tender Document. Any offer having deviation from SMP, Kolkata's terms and conditions shall render such offer unacceptable to SMP, Kolkata. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.
9. **Any offer having deviation from SMP, Kolkata's any of the terms and conditions or any alteration in the tender document of SMP, Kolkata is made by any bidder shall treated as non-responsive bid, accordingly the same will not be evaluated further.**
10. **Tender Condition regarding Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144 (xi) of General Financial Rules 2017.**
 - A. **PREFERENCE TO MAKE IN INDIA**
 - I. The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
 - II. Bidders shall submit Declaration and self- certification as per **ANNEXURE-O** under their letterhead, in their technical bid duly filling up all the blanks.
 - B. **Restrictions under Rule 144 (xi) of General Financial Rules 2017 [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019 PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE.**
11. Bidder from a country sharing land border with India: As per the OM No. F6/18/2019-PPD dated 23.07.2020, and as amended / clarified from time to time, issued from Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India, any bidder from a country which shares land border with India will be eligible to

bid only if the bidder is registered with the competent Authority as mentioned in the office memorandum. In this regard, the bidder has to submit a Declaration under their letterhead as per **Annexure-N**.

12. The quoted rate should be exclusive of GST. The rate quoted in the tender shall hold good and shall be binding on the tenderer notwithstanding any increase in the prices of the materials and labour or in the freights or levy or other charges whatsoever and the tenderers shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.
13. **Validity of offer:** The offer shall remain valid for acceptance for a period of 120 days from the date of opening the Techno-commercial Bid. In the event of tenderer withdrawing their tender before the expiry of tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited. If tender process could not be finalized within 90 days, the EMD's to be revalidated accordingly.
14. The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.
15. **Evaluation criteria:** For the purpose of qualification, the bidders shall have to satisfy the minimum Pre-qualification (experience and financial) Criteria of the tender. The bidders, who would qualify the eligibility as per the Pre-qualification Criteria under the Terms and Conditions of Tender of the Tender Document, would only be considered for evaluation. A two-stage procedure would be adopted in evaluating the proposal viz. technical evaluation and financial evaluation. The technical evaluation would be carried out prior to opening of price bid. **Only price bids of techno-commercially qualified bidders will be opened for further evaluation. The price bids will be evaluated on the basis of the total quoted price exclusive of GST as per the Bill of Quantities in Portal.**
16. If excess work is required to be carried out in addition to the quantities stipulated in BOQ, the amount will be paid on par with the quoted offer and as per actual measurement.
17. The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Major Authority Act, The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Dock Safety Regulations, or any other act, rule as may be applicable.

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

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

The contractor shall also be required to comply regarding 'Workmen Compensation Act,1923 as amended by Amendment Act No. 65 of 1976', the Personal Injuries(Compensation Insurance) Act,1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

15. **Site Visit:** Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact Superintending Engineer (Electrical)-III for electrical portion of work at 8, Garden Reach Road, Kolkata-700 043 in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
16. **Performance Guarantee:** As per relevant clauses of Special Conditions of Contract of this tender document.
17. Besides the above conditions all other terms & conditions as stated in this tender document including Special Conditions of contract, GCC etc. has to be taken into consideration by the bidder before quoting their offer.
18. **Scrutiny of e-tenderers:** During the course of examination of the Techno-commercial Bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/their bids.

During evaluation of the tender, an offer shall be considered non-responsive in case:

- (i) the tender is not accompanied by requisite EMD or exemption from EMD is claimed without submission of acceptable proof of exemption, if applicable ;
- (ii) the validity of the offer is less than the validity stipulated in the tender ;
- (iii) the offer does not meet the Pre-qualification criteria of the tender ;
- (iv) the bidder submits conditional offer/impose own terms and conditions/does not accept tender terms and conditions of the tender in full ;
- (v) It is not accompanied by Company Registration Certificate, if applicable;
- (vi) It is not accompanied by Power of Attorney, if applicable, as given under point the 3.B.(XI), mentioned above;
- (vii) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document ;
- (viii) The bid departs from the essential requirements specified in the bidding document.
- (ix) Against a schedule in the list of requirements in the tender enquiry, the bidder (s) has not quoted for the entire requirement as specified in that schedule.

19. Duly filled Checklist of Documents to be uploaded (Annexure -M).

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.

20. Amendment to SMP Kolkata Tender Document :

SMP Kolkata may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderers, modify the SMP Kolkata's Tender Document by the issuance of Addendum/Corrigendum.

The Tenderers will have to regularly check the SMP Kolkata's website <https://smpportkolkata.shipping.gov.in/> and <https://eprocure.gov.in/eprocure/app> for any Addendum/Corrigendum published therein. SMP Kolkata will not be held responsible if the Tenderers have not read the Addendum/Corrigendum published.

In order to offer reasonable time for the prospective Tenderers to take Addendum/Corrigendum into account, or for any other reason, SMP Kolkata may, at its discretion, extend the Tender due date, if considered necessary.

Any Addendum/Corrigendum thus issued to all the Tenderers shall form part and parcel of the Agreement.

Special Conditions of Contract

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

1. The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer, as stated in Annexure-B above. The Tenderer is advised to acquaint himself with the job involved at the site, laws and by-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All costs/charges/expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and SMP, Kolkata accepts no liability in this regard.
2. Disclosure/indication of price in Techno-commercial part of the tender shall be liable to be disqualified.
3. Any quotation received for part supply or of doing a portion of the work with responsibility for carrying out remaining works by the Trustees, will not be considered.
4. No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non-conformation to this instruction shall be treated as non-responsive & hence may disqualify the tender. The rate quoted in the tender shall hold good and shall be binding on the Tenderer. No escalation on the rates will be entertained during the contractual period.
5. The contract shall be governed by the Indian Contract Act and all payments due to the Contractor under the Contract shall be made in India in Rupee Currency only. No foreign exchange is payable on this contract.
6. The Contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP, Kolkata's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
7. Attention of the tenderer is drawn to clause no 3.4, 3.5, 3.6 of GCC regarding earnest money & performance guarantee in lieu of security deposit and clause no.8 of GCC regarding delay/extension of time/LD/ Termination of contract.
8. **Performance Guarantee:** The successful tenderer has to deposit 10% of the total contract value as Performance Security for the due fulfilment of the contract, within 21 days from the date of

issuance of the Work Order, failing which the contract may be rescinded without any further notice as per discretion of Engineer of the contract.

Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, from any of the scheduled banks in India or Bank Guarantee issued/ confirmed from any of the scheduled banks in India having branch in "Kolkata" in the form annexed hereto, safeguarding SMPK's interest in all respects. The Performance Security should be payable at Kolkata and drawn in favor of "Syama Prasad Mookerjee Port Kolkata".

Performance security should remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the contractor, including successful completion of Defect Liability Period (DLP). Performance security would be refunded to the contractor without interest after the completion of DLP, subjected to successful completion of work. Before the Performance security is released a "No Claim Certificate" shall be furnished by the contractor as per the format given. The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.

9. While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.
10. Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract, Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.
11. SMP, Kolkata reserves the right to disqualify any offer, in case they are satisfied that any bribe/commission, gift or advantage has been given, promised or offered by or on behalf of any of the Tenderers to any officer, employee or representative of SMP, Kolkata or any other person on his or their behalf in relation to the acceptance of this tender.
12. The Tenderer shall disclose the names of their Partners /Directors/ Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to SMP, Kolkata. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/ contract, if entered into, may be terminated.
13. At any time, prior to the last date of submission of Tenders, SMP, Kolkata reserves the right to amend and modify the Tender Document. Such amendment shall be hosted in CPP Portal as well as in SMP, Kolkata's website and SMP, Kolkata would in no way be responsible for any likely ignorance of any prospective tenderer in this regard. Such amendment/ modification shall form part of the Tender and shall be binding upon all the Tenderers. SMP, Kolkata may, at its discretion, alter any of the major dates like pre-bid meeting, last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment/modification.
14. The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/ Regulations/By-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as

any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.

15. **Completion Period:** 150 days from the date of placement of order letter.
16. The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. While preparing the tender documents, if the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled.
17. The tenderer/s shall distinctly understand that:
 - A. They will be strictly required to conform to the General Conditions of Contract and Specification as contained in each of its clause.
 - B. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.

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

18. **Warranty/Defect Liability Period:** The contractor shall make good at his own expenses of all defects, due to faulty design, materials and workmanship, which may develop under proper use during a period of 12 months from the date of commissioning/handing over of the entire work. Should any difference of opinion arise on any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the Trustees will be at liberty to get the repairs done and reimbursed themselves so far as costs are concerned out of the amount lying with them as security deposit and/or performance guarantee so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit/performance guarantee, the Contractor shall pay the balance to the Trustees forthwith on demand. Where the Contractor has submitted performance guarantee in lieu of cash security money, the cost of such repairs will be payable to the Trustees forthwith on demand.
19. **Permission from statutory bodies:** The Contractor shall make arrangement from his own cost for obtaining permission and relevant clearance from the statutory bodies such as Municipal Corporation, Electricity Authorities etc. on payment of necessary charges/fees etc.
20. **Entry Permit:** The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Dock Permits:
 - A. All representatives and workers of the contractor shall possess the RFID Dock Permit issued by Dock Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, free of cost. A token charge as per applicable present rate per person per occasion will be levied for creation of new IDs in the permit system. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.

- B. The Contractor shall ensure that any Dock Permit issued to their workmen or representative by the Permit Office are not misused by un-authorized persons for entry into the protected dock area.
- C. It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
- D. Contractor and their workmen including driver & helper must use PPE i.e. safety helmet, safety shoe etc. at the time of work inside the dock premises.
- E. The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.
21. **Drawings:** On completion of all work, the Contractor shall furnish three copies of all “As made” drawings including cable route diagram to the Engineer without any cost.
22. Shock treatment chart, statutory warning signals, insulated mats, fire extinguisher, firefighting buckets filled with sand etc. are to be provided inside the installation as per statutory requirement without any extra cost.
23. **Specifications/ Codes and Standards:** All works under this contract will be executed according to the Trustees’ Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other International Code of Practice/ CPWD specifications/National Building Code, as per applicability, will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Engineer or his representative at site at his own cost and without any additional reimbursement.
24. **Testing and commissioning:** Before each test, the Contractor shall obtain permission from the Engineer and all tests shall be conducted in presence of duly authorized representative and the Electrical Inspector wherever it is necessary. Record of each test shall be prepared after the test and this record shall be signed by the Contractor’s representative and/or his supervisor under whose direct supervision the installation has been carried out. Copies of those records in quadruplicate shall be submitted to the Engineer. The Testing & Commissioning and its related charges are to be borne by the Contractor at his own cost.
25. **Identification mark:** For identification of various equipment letter/figure writing of sizes varying from 12 mm. to 75 mm. with enamel paint of approved shade /standard ferules are to be carried out at the expenses of the contractor as per directive of Engineer.
26. The tenderer must produce evidence with his tender that he had experience and fully capable of carrying out work of this class and magnitude and by way of proof shall submit along with his tender under ‘Schedule-O’ a list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.

27. **Cleaning during execution and after completion:**

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

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

28. **Protection of existing service:**

The contractor must pay full attention to the fact that the existing service facilities for SMP, Kolkata are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear is the same are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

29. **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, equipment 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, equipment, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition. The contractor shall provide **PPE's (Personal Protective Equipment)** such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by the Engineer.

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 equipment shall comply with 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 are to be provided by the successful contractor 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 vegetation unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed of suitably.

30. **Forwarding of Materials:**

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

- 31. SMP, Kolkata will issue necessary permits/ photo permits free of costs for all the personnel of the contractor or his sub-contractor who will be involved in the tendered work. On closure of the contract, all these permits shall have to be returned before finalization of the pending bills/ dues.
- 32. The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for commissioning of the work & maintenance work thereafter at no extra cost to SMPK.
- 33. The contractor shall start the work on "As-is-where-is" basis of the electrical installations.
- 34. The Contractor shall arrange the services, if any, required from indigenous/ foreign companies at no extra cost to SMPK.
- 35. The stores/equipment/plant/machineries shall strictly conform to the tender specifications and shall be capable of satisfactorily performing the duties intended for in the specification.
- 36. **Power Supply:** Electricity will be provided free of cost from nearest available source for carrying out the works, if necessary and wherever source of SMPK is available. If power source is not available, contractor has to arrange necessary provision at his own cost. SMPK will not bear any charges.

37. **Temporary Works:** The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing, lighting, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Port Authorities and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.
38. The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to SMP, Kolkata or the participants /visitors at the port. In case, the staffs provided by the contractor to SMP, Kolkata are found to be indulging in any undesirable or unfair activities in the premises of SMP, Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.
39. The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.
40. SMP, Kolkata and the contractor will nominate a number of officers with their contact nos. indicating the chain of command at the field level that will operate within the terms of the contract to ensure minimum interruption, smooth functioning and optimum utilization of the electrical installations and the related distribution system.
41. The contractor shall conform to all the formalities as laid down in the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under in vogue and subsequent amendments, if any, while executing the contractual works.
42. The Contractor shall supply two sets of properly bound operating, maintenance & fault finding manual to the Engineer along with three sets of complete general lay out, assembly drawings and illustrated spare parts catalogue, as applicable, for the stores/ plant/equipment/item.
43. The contractor shall try to ensure that all equipment covered under this tender must be available from indigenous sources and the tenderer/s shall confirm that spares will be available freely at least for a period of 5 years from the date of commissioning. No foreign exchange will be made available.
44. The tenderer/s shall submit manufacturers Test Certificates for all the bought-out items envisaged in the equipment.
45. **Agreement:** An Agreement shall have to be executed by the successful tenderer at his expense within 30 days from the date of issuance of Order letter on Non-judicial stamp paper of at least Rs. 100/- as per format enclosed with the General Conditions of Contract. All correspondence between the successful tenderer and SMP, Kolkata and all documents to be submitted from the date of opening of tender up to the issuance of work order should form part of the Contract Agreement.

46. For erection, if applicable, of the stores/ plant/ equipment/ machineries/ item, all connected work including grouting bolts, Base frame and Bed plate etc. shall be provided by tenderer. During erection all tools and tackles are to be provided by Tenderer. Tenderer should guard all equipment, etc. at site by his own men at his own cost. However, only space for keeping the materials for execution of the work may be provided by SMP, Kolkata on free of cost basis.
47. The firm /contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.
48. The contract shall stand terminated automatically after completion of the work. The contract may be terminated at any time by SMP Kolkata, as per termination clause of GCC.
49. The responsibility in respect of the antecedents/Credentials of the persons engaged by the contractor rest with the contractor.
50. Operation and maintenance of all electrical installation in accordance with Manufacture's specification, instruction Manuals, IE Rules and other relevant rules are to be carried out.
51. The tenderer/s shall afford all facilities to the Engineer or his representative at their own arrangement for inspection and demonstration of the equipment, quoted for.
52. The tenderer shall along with the tender submit the detailed description of the equipment quoted for and enumerate the aspect of operation and maintenance facilities and shall enclose necessary literature.
53. The equipment shall be supplied and delivered at the specified site by the contractor at his own cost.
54. The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or By- Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as following laws, but not limited to the same. The contractor shall be deemed to indemnify and keep indemnified SMPK 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, in relation to the execution of the subject works.
 - a) Minimum Wages Act, 1948 (Amended),
 - b) Employees Liabilities Act, 1938.
 - c) Industrial Dispute Act, 1938 and 1940.
 - d) The Contractor Labour (Regulation & Abolition) Act, 1970 or statutory amendments and modification thereof, any other laws relating thereto and Rules made there under from time to time. It will be the duty of the contractor to abide by the provisions of the Act.
 - e) Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976,
 - f) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account,
 - g) EPF & MP Act 1952 and as amended from time to time.

h) The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 etc.

55. All payments like refund of Earnest Money, Security Deposit and all bills of contractors' will be paid through ECS. For this purpose, following details are to be furnished by the tenderer:

- i. Name of the bank :
- ii. Name of the Branch with Code No. :
- iii. Bank account no. :
- iv. Type of account : Saving/Current/Cash Credit
- v. MICR No :
- vi. IFSC Code :

The account shall have to be with a bank within the ECS zone prescribed by the RBI.

56. The successful tenderer shall have to supply materials and execute the work as per Technical Data provided in NIT.

57. All materials are to be supplied progressively as required at site subject to prior approval of Engineer or his representative.

58. During course of examination of Techno-commercial Bid, the bidders if asked for shall furnish any or additional documents for the purpose of evaluation of his/their bids. The price part of bid of those bidders who qualifies in the techno-commercial part as per qualifying criteria of the NIT shall be considered for price evaluation as per terms of tender document.

59. **Priority of Contract Documents:**

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

The following documents of the Contract Agreement will be in the following sequence:

- a) Letter of Intent (LoI) / Work Order
- b) Bill of Quantities
- c) Scope of work, Technical Specifications, Drawings
- d) Terms of Payment
- e) Instructions to the Tenderer & Techno-commercial Terms and Conditions
- f) Special Conditions of Contract
- g) General Conditions of Contract
- h) Any other document(s) forming part of the Contract.

60. The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.
61. **Custodian Certificate:** After delivery at site the supplied materials are to be verified by SMP, Kolkata Officials and the custodian certificate is to be issued by the Contractor in this regard for consumption of such materials in the instant work.
62. **Termination of contract and Risk Purchase Clause:** Will be applicable as per **clause No. 8** of SMP, Kolkata's General Conditions of Contract.
63. **Special / Additional Security** may be arranged by the contractor at the site at no extra cost to SMP, Kolkata over and above the General Security provided within SMP, Kolkata premises by Port Security Authority. SMP, Kolkata will provide general security of the entire working area as per **ISPS (International Ship and Port Facilities Security)** code. Contractor shall have to arrange security for their equipment/office/stores etc. at their own cost and responsibility.
64. **Good Conduct:** If a bidder has had previous history of "**defined misconduct**" (such as banning from/ by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner/ current director filed by a government entity etc.), his offer is liable to be ignored.
65. Whenever instances of submission of fraudulent/misleading document(s) are detected by the Port Authorities, appropriate penal action will be unleashed. It must be realized that submission of fraudulent/forged document(s) to a Government department is not only a Civil/contractual offence, but might attract Criminal Culpability under Indian Penal Code. Competent Authority will take Range of punitive actions as per guidelines in case of detection of such fraud/forgery/deliberate misrepresentation of documents during the bidding process or afterwards.
66. **Preference to Make in India:** The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the "Public Procurement (Preference to Make in India), Order 2017- Revision regarding", circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.
67. **Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.
68. **Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India's Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that "Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior

reference countries will require prior permission of the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India’s Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:

- A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
- B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.
- C. Bona fide small procurements, made without knowing the country of bidder and
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.”

69. **TERMS OF PAYMENT:**

The Bills should be submitted by the contractor in triplicate to the Office of Superintending Engineer (Electrical) or as per instruction, which are to be paid as follows:

(i) Supply item:

(a) 60% payment against supply and delivery of materials / equipment / machineries / items on production of proper purchase documents/delivery challans at site together with required Test Certificates etc. from appropriate authorities including inspection certificate of SMPK’s representative, as applicable and on submission of Custodian Certificate.

(b) 30% payment against installation and commissioning.

(c) 10% payment on commissioning, testing and handing over of the entire work after completion as per NIT.

(ii) Installation and Commissioning:

(a) 90% payment against installation and commissioning.

(b) 10% payment against commissioning, testing and handing over of the entire work after completion as per NIT.

Each bill is to be accompanied with joint measurement sheet up to the date of for which the particular running account bill is submitted, duly signed & stamped by contractor along with their **electrical supervisor with SCC number**.

The bills of the contractor will be processed for payment after deduction of all statutory taxes and duties as per clause no. 3.4, 3.5 & 3.6 of the ‘General Conditions of Contract’ Forms and Agreement. GST as applicable will be paid as per prevailing rates. In lieu of deduction of S.D., Performance Guarantee is to be submitted as per relevant clause of ‘Performance Guarantee’ &

GCC.

The successful tendered shall get themselves registered under SAP module of SMPK, as per prevalent terms & conditions, for processing of bill for payment.

70. **Taxes & Duties:** The rate quoted by the tenderer should be considered to complete the work in all respect and should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.

Relevant GST Clause:

- I. Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.
 - II. The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with SMP, Kolkata, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's account and is finally available to the SMP, Kolkata in terms of GST Laws and that the credit of GST taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
 - III. SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in consideration payable.
 - IV. Supplementary invoices/debit note/credit note for price revision to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.
 - V. The purchase order/work order shall be void, if at any point of time you are found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.
72. SMPK reserves the right to include/exclude/drop any part of work or reduce/extend the duration of work as per actual condition prevalent during execution. Payment will be made as per actual work done.
73. **Rate for Payment against Extra Items:**
For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor.

A. For Civil related work, if those items are already available in Authority' Schedule of rate, payment will be made on the basis of Authority' Schedule of rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Authority with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMPK Schedule of Rates, then the Special Rates will be prepared as follows:

I. The rate of payment of work involving labour & material shall be fixed on the following basis.

- a. Cost of materials consumed including transport and wastage, plus
- b. Cost of labour actually engaged in the works, plus
- c. Taxes and Duties as applicable, plus
- d. 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

II. For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

B. For items associated with electrical portion of work, the successful tenderer has to supply the materials and complete the work in all respect to the satisfaction of Engineer or his representative. Payment of additional work (not covered in BOQ) will be made as per PWD Schedule of Rate (SoR) and if the rate is not available in the said PWD SoR, CPWD schedule of rate will be followed. If the said rate is not available in any of the two SoR, payment for supply part will be made as per actual tax invoice plus 11% profit and cess.

74. **Disparity in Quoted Rate/Amount:** If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly, in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.
75. **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. However, in such cases of dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer, SMP, Kolkata, thereon shall be final and binding upon all parties.
76. **Port Area Obligations:**
The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors' plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bounded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies. The contractor shall, abide by all the regulations and rules of Syama Prasad Mookerjee Port, Kolkata and those that may be issued from time to time without any extra cost to the SMP Kolkata.

77. All other terms and conditions excepting those mentioned separately shall be governed by SMP, Kolkata's General Conditions of Contract.

SMP, Kolkata

SCOPE OF WORK AND TECHNICAL SPECIFICATION

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

Electrical Work:

1. Preparation of Single Line Diagram (SLD) of KPD-I (West) Substation and its distribution area as per BoQ, Technical Specification & site condition.
2. Preparation of design drawing of compact substation, foundation including all accessories as per BoQ & Technical Specification. The foundation design shall be certified by any Chartered Engineer.
3. Preparation of design drawing of earthing as per BoQ & Technical Specification.
4. Supply, Installation, Testing and commissioning of compact substation comprising Dry type Transformer, HT panel, LT panel, APFC Panel with allied accessories as per BoQ, Technical specification and approved design. Here, OEM of Vacuum Interrupter will be the OEM of ACB, VCB & MCCB.
5. Supply, Laying, Termination, Testing and commissioning of all HT & LT Cables with all required accessories as per Technical Specifications & BOQ.
6. Supply, Installation, Testing and Commissioning of entire earthing system as per Technical Specifications & BOQ.
7. Development of civil foundation structure for installation of compact substation as per BoQ and approved design.
8. Any work required, which is not covered in the BOQ for obtaining clearance from Central Electricity Authority (CEA) and/or any Statutory Authority, to commission the substation at site.
9. Preparing and submitting "As Executed" drawing in three sets.

Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of Bill of Quantity suitably which should be finalized in the pre bid meeting.

The intending tenderer shall inspect the site of work in consultation with officials of SMP, Kolkata and acquaint himself with the nature of Work before preparing his tender. His attention is drawn to the Clause No.3.1 of the General Conditions of Contract in this regard. No excuse on ignorance as to the site General Conditions will be entertained.

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

- a) Provide all materials, supervision, services, scaffolding and temporary lighting as required for work purposes etc.
- b) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done as may be required by him.
- c) The contractor shall carry out the work in phased manner as per availability of the site so

that normal day-to-day activities are not affected for which no such extra payment will be entertained.

The work shall be carried out as per Indian Electricity Act, 2003, Central Electricity Authority (Measures relating to safety & electricity supply) Regulation, 2010 (and latest amendment) with latest revised IS code of Practice and relevant portion of National Building Code particularly with respect to fire safety and also code of practice for fire safety of buildings (general): Electrical Installations, IS: 1646: 1997 and code of practice for earthing IS 3043:1987 and Dock Safety Rule & Regulation.

The Contractor should arrange, at their own cost, all necessary tools, tackles, lifting machineries, transport etc., required for the execution of total work. They should also provide all materials, supervision, services, scaffolding and temporary lighting as required for work purpose etc.

TOOLS, TACKLES and CONSUMABLES:

- A) Required tools and tackles proposed to be used for execution of work mentioned in the tender including safety accessories are to be provided by the firm at his cost.
- B) The Contractor shall make available the various tools and tackles that are required for operation and maintenance of the system/equipment.
- C) The following are the minimum tools and tackles that are required to be made available at site all the time:

a. Tools:

- i. Tool Kit consisting of Screw Driver Set, Nose Pliers, and Cutting Pliers, Test lamp, Tester, Screw Driver, Adjustable Spanner, Hacksaw and Frames.
- ii. Hammer, Chisel, Pipe Wrench.
- iii. Digital clamp-on multi-meter.
- iv. Megger (for both LT & HT).
- v. Crimping tools.
- vi. Portable Welding M/c.
- vii. Tarpaulin Tent Set.
- viii. Electrical Portable Drilling Machine (including Bits).
- ix. Set of Spanners (Ring and Open).
- x. Crow bar and Axe.
- xi. Double end spanner, Box spanner.
- xii. High Voltage testing arrangements.
- xiii. Emergency Light.
- xiv. Vacuum cleaner.
- xv. Earth Resistance Megger.
- xvi. Painting Brush.

b. Consumables: Consumables like Insulating Tape, wire brushes, test lamps, jute etc., as per the requirement is under the contractor's scope.

Technical Specification

I. COMPACT SUBSTATION

It comprises of (a) 1no. 6KV/415V 500KVA Dry-type Transformer, (b) 6 KV HT panel (GIS) having 1no. 630A 6KV VCB along with isolator incomer and 4nos. 630A 6KV VCB along with isolator as outgoing, (c) 415V LT panel (AIS) having 2nos. 800A 415V ACB as incomer and 3 nos. 400A 415V MCCB, 2nos. 250A 415V MCCB and 2nos. 125A 415V MCCB as outgoing and (d) Design, Supply, Installation, testing & commissioning of 6 step APFC panel of 275 KVAR capacity.

It should be fully outdoor type so that it can be installed on a base foundation structure; in outside environment without any additional roof.

A. HT PANEL (6 KV GIS)

- (i) The Panel board shall be of indoor type, having the incoming sectionalisation and outgoing switch gears as per IS/IEC 62271-1, IS/IEC 62271-100 for Breakers, 62271 - 200 for Panels incld. IS 3427 for switch board. The degree of enclosure protection shall be IP-4X. Detailed requirements shall be in accordance with the BOQ.
- (ii) This specification describes the general requirements governing the design of 6 kV, STC: 25 kA for 3 sec, Rated Current: 630A Indoor Switchgear and control gear fully type tested according to IEC 62271-200 standards.
- (iii) Panel shall be type tested for internal arc for A-FLR at 25kA for 1 sec. at individual compartment Busbar, VCB and cable chamber as per IS/IEC 62271-200. Necessary certification from national/international accredited laboratory for the test should be submitted.
- (iv) All panels assembled to form a board shall be suitable for the nominal operation voltage and rupturing capacity as specified. They should be rated as specified with a minimum of 630 Amps in 40 degree C and suitable for operation on 11 kV (6 KV Service Voltage), 3 phase 50 Hz system. Type test certificate for the breaking capacity of the panel shall be supplied. A circuit breaker for a given duty in service is best selected by considering the individual rated values required by load conditions and fault condition.
- (v) The HV Panel Board shall be metal clad, indoor, floor mounting, free standing type. It shall be totally enclosed dust, damp and vermin proof. It shall be fully arc proof, withdrawable, consisting of separate panels assembled into one or more sections to form a single structure with a common bus-bar assembly. All 3 compartments (Busbars, Circuit breaker & Cable compartment) shall be tested for internal arc for the said rating.
- (vi) Separately earthed compartments shall be provided for circuit breakers, bus bars, relay & instruments, CT & PT and cable boxes, fully and effectively segregating these from one another so that fault in any one compartment do not cause damage to equipment(s) in other compartment(s). The housing shall be of bolted construction to ensure compact and rigid structure, presenting a neat and pleasing appearance. The sheet steel used should not be less than 2 mm thick for load bearing member. The panels shall be bolted together to form a

continuous front, suitable for front operation of board and for extension at both ends.

- (vii) The HV panel board shall be designed such that the switchgear, instruments, relays, bus bars, small wiring etc. are arranged and mounted with due consideration for the following:
 - i. Facility for inspection, maintenance and repairs of testing terminals and terminal boards for ease of external connection.
 - ii. Mountings at approachable height.
 - iii. Secured and vibration proof connections for power and control circuits.
 - iv. Provision to mitigate risk of accidental contact and danger to personnel due to live connections.
 - v. The design of the panels shall be such that no permanent or harmful distortion occurs either when being lifted by eyebolts or when moved into position by rollers or trans-pallets.

b. CIRCUIT BREAKER:

- (i) The circuit breaker panels shall be complete with the following:
 - i. Isolating plugs and sockets.
 - ii. Mechanical inter-locks.
 - iii. Mechanical ON/OFF indicator.
 - iv. Suitable number of NO and NC Auxiliary contacts directly operated by the circuit breaker.
 - v. Anti-condensation space heaters suitable for operation on 240V, 1 ϕ 50 Hz A.C. for each panel wherever specified.
 - vi. Suitable tripping arrangement.
- (ii) The circuit breakers shall be continuously rated as specified with a minimum rated current of 630 Amps at 40 degree C ambient with voltage rating and breaking capacity as specified.
- (iii) The operating mechanism shall be motor wound spring charged with both mechanical and electrical release for closing. The operating mechanism shall be trip free.
- (iv) External auxiliary single phase AC supply shall be made available for charging motors & heaters operation. It shall be possible to manually charge the circuit breaker operating spring in case of auxiliary supply failure.
- (v) Tripping and closing coils shall be of continuous rated type to ensure longer life.
- (vi) Mechanical indication of the spring-charged condition shall be provided. Circuit breakers shall be provided with a mechanically operated visual indicating device to display the circuit breaker switching state and a mechanical operation counter.
- (vii) The circuit breaker operations of closing and opening shall be possible with the circuit breaker compartment door closed. It shall be possible to trip the circuit breaker locally by mechanical means.
- (viii) Circuit breakers will be provided with at least one spare normally-open and one spare

normally-closed contact, each wired out to terminals for the connection of external wiring.

- (ix) Circuit breakers shall be mechanical latching and electrical and mechanical tripping. The operating mechanism shall be trip-free and shall include an anti-pumping device.

c. BUS BAR SECTION:

- (i) The bus bars shall be of high conductivity electrolytic grade 99.90% pure copper, rated as specified in the BOQ. The bus bars shall be sized for carrying the rated and short circuit current without over-heating.
- (ii) Design ambient temperature shall be 40 degree C & final operating temperature under continuous operation in enclosure shall be as per IEC 62271.

d. CURRENT TRANSFORMER:

- (i) Accommodation shall be provided in the circuit breaker panel to mount one set of three numbers dual core dual ratio CTs for metering and protection purposes. Suitable access to the CTs for cleaning, testing or changing shall be there in the panel.
- (ii) The CTs shall conform to relevant Indian Standards. The design and construction shall be robust to withstand thermal and dynamic stresses during short circuits. Secondary terminals of CTs shall be brought out suitably to a terminal block which will be easily accessible for testing and terminal connections. The protection CTs shall be of accuracy class 5 P 10 of IS 2705- Part III-1992.
- (iii) The metering CTs shall conform to the metering ratio and accuracy class 1 of IS 2705- 1992 for incomer and class 1 for outgoing panels.

e. VOLTAGE TRANSFORMER:

A voltage transformer of sufficient burden and of proper ratio shall be provided at the incoming panel. The accuracy class for the VT shall be class 1 as per IS 3156 Parts I to III for incomer. The transformer shall be of cast epoxy resin construction.

f. ANNUNCIATION SCHEMES:

- (i) Flag indications for all faults for which individual protective relays have been specified.
- (ii) Following alarm & trip signalling on individual segments of panel (as applicable):
 - a. All transformer warning / signalling for alarm and indication of tripping for WTI(Winding Temperature Indicator) Transformer.
 - b. Loss of trip circuit supply.
 - c. Over Current.
 - d. Earth fault.
 - e. Control supply failure.

- f. PT fuse failure.
- g. Under Voltage
- (iii) Emergency signalling for tripping of HT breakers on fault.

g. PROTECTION AND TRIPPING ARRANGEMENT:

- (i) The Relays shall be microprocessor based numerical relays with O/L, E/F and S/C protection Tripping relay shall be used for tripping signal to the Shunt Trip Coil of Circuit Breaker.
- (ii) **Relays:** Over current Relays shall have adjustable setting for current from 20% to 200% and earth fault from 5% to 80% along with suitable setting for instantaneous protection. These should be of manual reset type. All relays shall have a LED indicator which will indicate operation for each function. It shall be possible to reset it only by manual operation.
- (iii) High Speed Master Trip relay of manual resetting type.
- (iv) Trip circuit Supervision relay.
- (v) Auxiliary relay for auxiliary duties like control, alarm, indication etc.

h. SMALL WIRING:

The small wiring shall be carried out with minimum 1.5 sq. mm FRLS insulated copper conductor cables. CT wiring shall be done with minimum 2.5 sq mm wires with colour code: RYB, Gray for auxiliary DC circuits and Black for auxiliary AC circuits. The wiring shall be securely fixed and neatly arranged. Identification tags shall be fitted to all wire terminals to render identification easy and to facilitate checking in accordance with IS 375.

i. METERING INSTRUMENT, PANEL ACCESSORIES (DIGITAL)

- (i) **Instrument Panels:** The instrument panel shall form part of the housing. Relays, meters and instruments shall be mounted as per general arrangement drawings to be submitted by the tenderer.
- (ii) **Instrumentation:**
 - 1. A voltmeter of class 1.5 accuracy as per IS 1248 shall be provided at incomer, with selector switch. The instrument shall be calibrated for the ranges specified.
 - 2. Ammeter of specified range of class 1.5 accuracy as per IS 1248 shall be provided at both incomer and outgoing panels along with necessary selector switches.
 - 3. Multifunction Meter/ TOD meter: At least two outgoing HT feeder shall have TOD meter and remaining shall have Multifunction meter. Display parameters - Voltage, Current, PF/Frequency and all energy and power parameters.
 - 4. The panel assembly shall also take care of the following requirements:
 - a. Lamp indication shall be provided to indicate ON/ OFF (by red green respectively) of switch gear.

- b. Panel illuminating lamp.
- c. Mechanical indication for spring charged status. An indicating lamp should be provided.
- d. Lamp indicating tripping at fault status.
- e. Healthy trip supply shall be indicated by clear lamp.
- f. Separate MCBs shall be provided for lamps, heaters, voltmeters and other instrumentation etc. on each panel segment.
- g. Anti-condensation space heaters shall be provided, suitable for operation on 240 V, 1 phase, 50 Hz A.C. for each panel segment.

Mimic Diagram and Symbols showing the exact representation of the system complete with Symbols & Colour Strips to represent the Buses, etc. should be provided in the front of the HV Panel.

i. TESTING AND COMMISSIONING:

Procedure for testing at manufacturer's premises should be done as per QAP submitted by OEM. All type test certificates and other test certificates need to be submitted during drawing and design approval.

Pre-commissioning checks and tests shall include in addition to checking of all small wiring connections, relays calibration and setting tests by secondary injection method and primary injection method. Primary injection test will be preferred for operation of relay through CTs. Before panel board is commissioned, provision of the safety namely fire extinguishers, rubber mats and danger board shall be ensured (HV Panel should be inclusive of cost of providing fire extinguisher, rubber mats, danger boards etc.).

In addition all routine megger tests shall be performed. Checks and test shall include following:

- (a) Operation checks and lubrication of all moving parts.
- (b) Interlock function checks.
- (c) Continuity checks of wiring, fuses etc. as required.
- (d) Insulation tests.
- (e) Trip test and protection gear tests.
- (f) The complete panel shall be tested with suitable megger for insulation between poles and poles to earth. Insulation test of secondary of CTs and VT to earth shall be conducted using suitable megger.
- (g) Any other tests as may be required by the Licensee / Inspector/ Engineer or his representative shall be conducted.

j. DRAWING:

Two sets of Instruction Manuals for Erection, Operation & Maintenance and three sets of Drawings for Equipment Details should be submitted along with the above Vacuum Circuit Breaker panel.

B. LT Panel:

The LT Panel shall have

- (i) 2nos. 800A 415V ACBs as incomer,
- (ii) 3nos. 400A 415V MCCB as outgoing feeder,
- (iii) 2nos. 250A 415V MCCB as outgoing feeder,
- (iv) 2nos. 125A 415V MCCB as outgoing feeder

a. GENERAL CONSTRUCTION:

- (i) The LT ACB Switchboards shall be metal clad totally enclosed, floor mounted free standing type of modular bolted type extensible design suitable for indoor mounting. Switchboard shall have a single front door arrangement to avoid unauthorized access. Suitable locking arrangement has to be considered.
- (ii) The Distribution LT panels shall be suitable for use on medium voltage at 415V, 3 phase, 4 wire, 50 Hz AC system.
- (iii) For all Circuit Breakers separate and adequate compartments shall be provided for accommodating instruments, indicating lamps, control contactors and control MCB etc. These shall be accessible for testing and maintenance without any danger of accidental contact with live parts of the circuit breaker, busbars and connections.
- (v) A suitable wire way with cover shall be provided to take interconnecting control wiring between vertical sections.
- (vi) Necessary set of Resin Cast CTs with ratios as specified should be provided.
- (vii) Switchboard shall be provided with "Danger Notice Plate" conforming to relevant Indian Standards.
- (viii) Mimic Diagram and Symbols showing the exact representation of the system complete with Symbols & Colour Strips to represent the Buses, etc. should be provided in the front of the LT Panel.

b. BUS BAR AND CONNECTIONS:

Bus bar and interconnections shall be made of high conductivity electrolytic grade 99.90% pure copper complying with IS : 5082 – 1981 or latest amendment and of rectangular cross section suitable for carrying the rated full load current and short circuit current and shall be extendable on either side. Bus bars and interconnections shall be insulated with heat shrinkable sleeve of 1.1 KV grade and shall be colour coded.

All connections between bus bars and breakers shall be through solid copper strips of proper size to carry 1.25 times full rated current and insulated with insulating sleeves.

c. SMALL WIRING:

All small wiring for Controls, Indication etc. shall be with suitable FRLS copper conductor cables. Wiring shall be suitably protected within switch board. Runs of wires shall be neatly bunched, suitably supported and clamped. Means shall be provided for easy identifications of the wires. Identification ferrules shall be used at both ends of the wires. All control wiring meant for external connections are to be brought out of terminal board.

d. SPACE HEATERS:

Anti- condensation heaters shall be fitted in each cubicle together with an ON/OFF isolating switch suitable for electrical operation at 230 volts A.C 50 Hz single phase of sufficient capacity. The electrical apparatus so protected shall be designed so that the maximum permitted rise in temperature is not exceeded if the heaters are energized while the switchboard is in operation.

e. EARTHING :

Continuous earth bus sized for prospective fault current to be provided with arrangement for connecting to station earth at two points. Hinged doors / frames are to be connected to earth through adequately sized flexible braids.

f. SWITCHGEAR RATING AND REQUIREMENTS:

Air Circuit Breakers:

All Air Circuit Breakers shall be 4 pole with minimum 50 kA breaking capacity at 415V conforming to IEC/IS: 60947 & 13947. Rated current shall be as per capacities specified. The equipment shall be complete with the following:

- (i) Necessary circuit breaker carriage with 3 positions (isolate, test, service) draws out mechanism.
- (ii) Necessary isolating plugs and sockets.
- (iii) Necessary mechanism interlock and automatic safe shutter gear with arrangement for pad locking.
- (iv) Necessary independent manual spring mechanism with mechanical On/Off indication as well as electrical On/Off indication.
- (v) Necessary bus bars with bolted type neutral links.

(vi) ACB shall be provided with microprocessor based releases having built in protection. Microprocessor release shall be EMI (Electro Magnetic Induction)/ EMC (Electro Magnetic Compatible) certified. It should also display, but not limited to, the following spec.:

Measurement function to show 3 phase current, 3 phase voltage, KW, KVA, KVA_r, KWH, power factor etc. in a LCD Display, Last fault trip history with time stamping.

(vii) In case of 4 pole breaker neutral shall be fully rated with adjustable settings from 50% to 100% of In (Rated Current). Other Technical Parameters of the Air Circuit Breakers:

- a) Rated normal current @ 40°C : 1000A
- b) Impulse Withstand Voltage: 12 kV
- c) Rated Operational Voltage : 415 V AC
- d) Rated Insulation voltage: 1000 V AC
- e) Rated Frequency: 50 Hz.
- f) Rated Operating Temperature: Up to 70 degree C.
- g) Particulars of Specifications to be complied with: IS/IEC: 60947 – 2(2003) or latest amendment.
- h) Type of arc quenching medium: Air

- i) Number of poles: 4
- j) Rated short-circuit breaking current at 415V. : 50 kA rms.
- k) Rated short-time withstand current for 3 Sec. : 24kA rms.
- l) Rated supply voltage of closing & operating devices and auxiliary circuits. : 240 V AC
- m) Operating Mechanism: The Operating Mechanism should be Stored Energy (in spring) type and capable of giving specific duty of the Breaker, having provision for both Motor Charging and Manual Charging. The Motor should be suitable for operation at 240V, 50 Hz, Single Phase, AC Supply. All working parts of the mechanism should be of corrosion resistant material.

Moulded Case Circuit Breaker (MCCB): Technical Parameters of Moulded Case Circuit Breaker (MCCB):

- a) Rated normal current (In) @ 40°C: 400A / 250A / 125A.
- b) Impulse Voltage: 8 kV
- c) Rated Operational Voltage : 415 V AC
- d) Insulation voltage: 800 V AC
- e) Rated Frequency: 50 Hz.
- f) Particulars of Specifications to be complied with: IS/IEC: 60947 – 2(2003) or latest amendment.
- g) Type of mechanism: Double Break Type.
- h) Number of poles: As per BOQ.
- i) Rated short-circuit breaking current (rms). :
- j) Rated service short-circuit breaking capacity (Ics) = Rated breaking capacity (Icu)=100%

TESTING AND COMMISSIONING of LT panel: Verification & testing will be done as per IEC-61439 Part-I & II. Commissioning checks and tests shall include all wiring checks and checking up of connections. Relay adjustment/setting shall be done before commissioning in addition to routine Megger tests. Checks and tests shall include the following:

- i. Operation checks and lubrication of all moving parts.
- ii. Interlock function checks.
- iii. Continuity checks of wiring, fuses etc. as required.
- iv. Insulation test: Measured with suitable rating Megger.
- v. Trip tests and protection gear test.

C. 500KVA Dry type Transformer

Sl. No	Description	UNIT	Parameter
1.	General Description		Dry Type Transformer
2.	Reference Standard		IEC60076-11
3.	Installation		Indoor
4.	Duty		Continuous
5.	Application		Distribution
6.	Rated power(based on AN Cooling)	kVA	500
7.	Quantity	Nos.	01

8.	Rated No-Load Voltage Ratio (Primary/ Secondary)	kV	6/0.415
9.	Rated Frequency	Hz	50
10.	Number of Phases	Nos.	3
11.	Material of Winding(Primary/ Secondary)	--	Cu/ Cu
12.	Vector Group	--	Dyn11
13.	Connection(Primary /Secondary)	--	Delta /Star
14.	Tapping		Off Load
15.	Type of Tap Changer	--	Off circuit tap links
16.	Tapping Range/ Tap step	--	+5 to -5 @2.5%
17.	No. of Steps	Nos.	+2 / -2 Steps
18.	For HV Variation/ LV Variation	--	HV Variation
19.	Class of Insulation	Class	H/ H
20.	Method of Cooling	--	AN
21.	Avg. Temp. Rise of Winding (at principal tap)	Deg. C	115/ 115
22.	Ambient Temp.(Max./ Mini.)	Deg. C	50/5
23.	Half-Load Loss at Rated Voltage & Frequency (+15% IS Tol)	kW	1.43
24.	Full-Load Loss at Rated Current, at 75 Deg. C & at Principal Tap (+15% IS Tol)	akW	4.1
25.	%Impedance at Rated Current, at 75Deg.C & at Principal Tap (±10% IS Tol)	%	4.5
26.	Efficiencies at 75 Deg. C at Unity Power Factor (Reference value)		
a)	At Full Load	%	98.89
27.	Regulation at Full Load at 75Deg. C		
a)	At Unity Power Factor	%	1.17
b)	At 0.8 Power Factor (Lagging)	%	5.03
28.	Enclosure degree of protection class	IP	IP23
29.	Fittings/ Accessories	--	Rating & Diagram plate, Base Channel, Earthing terminals, Surge arrester, WTI Scanner with 3PT-100 Sensors
30.	List of Tests to be conducted at Manufacturer's Works		Routine Test according to IS2026-11

D. Automatic Power Factor Correction Panel with Capacitor Banks (APFC):

The bidder has to design the APFC of 275KVAR capacity and submit the same for approval. The APFC may be kept inside the nearby control room. Based on the approved design, the APFC panel is to be fabricated and installed at site.

II. Cables

The HT cables should be generally compliance with IS: 7098 (Part-2) / 1988 or latest amendment if any with following specifications:

A. Conductor: Stranded Aluminum should comply to IS: 8130 - 1984 or latest amendment if any of following sizes, Colour coded, Insulation: XLPE, semiconductor extruded, screened, Inner Sheath: Extruded PVC, Armour: Galvanized Steel Strips, Outer Sheath: Extruded PVC.

(a) 3Cx150 Sq.mm, 11 KV (E)

The LT cables should be generally compliance with IS: 7098 (Part-1) / 1988 or latest amendment if any with following specifications:

A. Conductor: Stranded Aluminum should comply to IS: 8130 - 1984 or latest amendment if any of following sizes, Colour coded, Voltage Grade: 1.1KV, Insulation: XLPE, Inner Sheath: Extruded PVC, Armour: Galvanized Steel Strips, Outer Sheath: Extruded PVC.

(a) 3.5C X 400 sq. mm.

(b) 3.5C X 300 sq. mm.

B. Laying through trench/micro tunnel:

The cable has to be laid through trench/ micro tunnel with HDPE pipe protection. Before laying of Power Cables, Cable Routes should be checked properly to avoid interference with the existing cables, structures, drains, piping etc. as far as possible and minor adjustments to be done to suit the field conditions, wherever deemed necessary, without any extra cost. Cable Routes should be carefully measured and the contractor shall ascertain the proper requirement of cable for a particular feeder. Sufficient lengths are to be kept for the final connections of the cables to the terminal of the equipment. Various cable lengths cut off from the Cable Reels should be carefully selected to prevent undue wastage of cables. Continuous length of cables in each drum should be ascertained considering no straight through joints takes place. Any joint, if required, is to be made by the contractor without any extra cost with approval prior to cable laying. The cables should be neatly arranged in the Trench / Pipes in such a manner so that criss-crossing is avoided and final take off to the equipment / switchgear is facilitated. When cables pass through foundation walls, or other underground structures, if necessary, ducts or opening shall have to be provided, by the contractor. However, shall it become necessary to cut holes in the existing foundations or structures, the contractor should obtain consent from Engineer, before cutting is done. Cutting, if necessary and mending good of any cut portion should be done by contractor at his cost and risk. Cables should be handled carefully during installation to prevent mechanical injury to the cables. Ends of cables leaving trenches should be coiled and provided with a protective pipe or cover, until such times, the final terminations to the equipment are completed. Insulation Test of the cable should be carried out in presence of the Engineer. Any cable, which is found defective, should be replaced before the next group of cables is laid.

Cable route marker should be provided as per IS but not more than 50m gap.

- III. Earthing:** The bidder has to design the complete earthing considering BoQ items for compliance the requirements of CESC & CEA/ any other statutory authority. The earthing should be carried out as per approved design.

SMP, Kolkata

Inspection & Testing

All the reports regarding Type, Routine Tests need to be submitted. The contractor also needs to provide any other technical document, valid certification, valid test report etc. from OEM, as asked by SMPK, in order to substantiate the Technical Specification given in the tender document.

Representatives from SMP, Kolkata may visit manufacturer's premises for the various acceptance test but not limited to the same. Any other tests as per standard available or valid report from National (Govt.)/International Accredited Lab, may be carried out as per the direction of the Engineer to substantiate any parameters as mentioned in this tender document.

Compact Substation, LT Cable: All items will be inspected by Third Party Inspection Agency appointed by SMPK/ Officials of SMPK at manufacturer's premises prior to dispatch in presence of authorised representative of successful bidder. The cost of the TPI Agency is to be borne by SMPK. However, no factory inspection of LT cables less than 1KM (total ordered quantity) will be made.

Inspection shall be done as per technical specifications & standards available. The inspection for which travel (except Air Tickets) and other logistics are to be arranged by the contractor with at least 7 days prior intimation of inspection date.

Inspection will be carried out as applicable as per relevant Standard/ Technical Specification/ Approved Drawing etc. Manufacturer's Test and guarantee certificate, as applicable, will have to be submitted for verification. Insulation Resistance, Earth Continuity and Earth Resistance tests etc., as applicable, prior to commissioning are to be carried out for electrical installation including LT cable. All pre- commissioning tests shall be carried out by the authorized representative of the firm having valid Supervisor's Certificate of Competency. SMP, Kolkata shall have full liberty from time to time and at all times to inspect, examine and test the materials/equipment at site or at manufacturers' premises & workmanship. SMP, Kolkata shall reject any or all of the materials/equipment, workmanship at any and every such time, which may seem to them defective or unfit or improper for the purpose to which they are applied or intended to be applied to or not in accordance with the description mentioned in or intended by the specification of the Contract.

TECHNICAL SPECIFICATIONS OF CIVIL WORK

The work shall have to be carried out as per Indian Standard Codes of Practice including latest amendments / revisions thereof and sound standard Engineering practices followed for such type of works.

In case of any ambiguity regarding specification of work, the same shall be immediately brought to the notice of Engineer, whose decision in the matter shall be final and binding to both the parties.

Unless specifically mentioned against any item of the BOQ, the contractor may use any brand of manufactured item like burnt clay brick, cement, reinforcement, paver block etc. provided the same conforms the relevant IS Code of Practice and has a valid BIS License, wherever applicable for such items, subject to sampling and acceptance as applicable.

PREAMBLE TO THE BILL OF QUANTITIES

Notice Inviting Tender No.: SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026

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 familiarized himself with the total scope of work and its mode of execution.
2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
4. The percentage rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
5. Where separate items such as mobilization, demobilization, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
6. Without affecting the generality of the foregoing provisions, the prices entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out of the followings:
 - a. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 - b. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
 - c. Setting out including measurement and supervision.
 - d. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel.
 - e. All First Aid, Welfare and safety requirements.
 - f. Damage caused to the works, plants, materials and consumables stores caused by weather.
 - g. License, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
7. The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

8. This being a **percentage rate tender**, the Bidder shall quote his rates in E-Tendering Portal as percentage **above /below / at par** with respect to the estimated value of tender, based on his own analysis. The Tender Price thus established would be taken for comparative evaluation of E-Tenderers.

SMP, Kolkata

BILL OF QUANTITIES**Notice Inviting Tender No.:** SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026**Name of the Work:** "Design, Supply, Installation, Testing & Commissioning of 6 KV /415 Volt Sub-Station at KPD-I (West), SMPK."

Sl. no	Description of work	Qty	Unit	Rate in Rs.	Amount in Rs.
1	Design & Supply of compact substation including (a) 6KV/415V 500KVA Dry-type Transformer, (b) 6 KV HT panel (GIS) having 1no. 630A 6KV VCB cum isolator incomer and 4nos. 630A 6KV VCB cum isolator as outgoing, (c) 415V LT panel (AIS) having 2nos. 800A 415 ACB as incomer and 3 nos. 400A 415V MCCB, 2nos. 250A 415V MCCB and 2nos. 125A 415V MCCB as outgoing. (d) Design, Supply, Installation, testing & commissioning of 6 step APFC panel of 275 KVAR capacity.	1	Lot	59,35,685.00	59,35,685.00
2	Installation, testing & commissioning of above compact substation with all accessories as per site requirement.	1	Lot	11,87,137.00	11,87,137.00
3	Earthing with 50 mm dia GI pipe 3.64 mm thick x 3.04 Mts. long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. long), 13 mm dia x 80 mm long GI bolts, double nuts, double washers driven to an average depth of 3.65 Mts. below the ground level with treatment of soil by using salt & charcoal or coke.	12	No.	2,341.00	28,092.00
4	Providing masonry enclosure on the top of the earth electrode of overall size 86.36 cm x 86.36 cm x 46 cm deep (below Ground level) complete with cemented brick work(1:6) of 25 cm width duly plastered with cement mortar (inside) CI hinged inspection cover of size 36.56 cm x 35.56 cm with locking arrangement, GI reducer including drilling holes on the GI pipe	12	No.	915.00	10,980.00

5	Supply & Fixing 50 mm x 6 mm Galvanized (Hot Dip) steel strip on wall/floor with GI saddles & insulating the same by one layer of PVC strip over one layer of ampere tape for connecting the neutral of Transformer/Earth busbar to earth electrode.	75	Mtr	224.00	16,800.00
6	Supply of 3Cx150 Sq.mm,11 KV(E) XLPE insulated cable as per technical specification	50	Mtr	2,966.00	1,48,300.00
7	Laying of above 3Cx 150 sqmm cable through existing trench as per site condition.	50	Mtr	136.00	6,800.00
8	Supply of 3.5Core x 400 Sq.mm. 1.1KV Grade, XLPE, Al- armoured conductor as per technical specification.	500	Mtr	4,876.00	24,38,000.00
9	Laying of 3.5Cx300 to 400 sq.mm cable through micro tunnelling incl. Supply & laying of suitable dia HDPE pipe incl. all accessories.	1300	Mtr	3,127.00	40,65,100.00
10	Supply of 3.5Core x 300 Sq.mm. 1.1KV Grade, XLPE, Al- armoured conductor as per technical specification.	1000	Mtr	3,817.00	38,17,000.00
11	Laying of cable of size 3.5Cx(300-400) sq.mm through existing trench as per site condition incl. all accessories.	200	Mtr	156.00	31,200.00
12	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of XLPE/PVC armoured cables as below:				
(a)	3Cx150 Sq.mm. 11 KV (E)	4	Set	307.00	1,228.00
(b)	3.5Cx300 Sq.mm. 1.1 KV	8	Set	517.00	4,136.00
(c)	3.5Cx400 Sq.mm. 1.1 KV	4	Set	556.00	2,224.00
13	Supplying and making indoor cable end termination with heat shrinkable jointing kit complete with all accessories i.e. lugs suitable for following sizes:				
(a)	3.5Cx300 Sq.mm. 1.1 KV	8	Set	882.00	7,056.00
(b)	3.5Cx400 Sq.mm. 1.1 KV	4	Set	1,266.00	5,064.00
(c)	3Cx150 Sq.mm. 11 KV (E)	4	Set	13,123.00	52,492.00
14	Arrangement of civil foundation for the above compact substation. (Approx. 8 mtr. X 8 mtr.)	64	sq. mtr	12,765.00	8,16,960.00
Total in Rs.(Excluding GST)					1,85,74,254.00

Note:

1. The quantity above may increase or decrease as per requirement for which payment will be made as per actual.
2. All the above rate is excluding GST and rate should be quoted in online portal exclusive of GST and should be considered to complete the work in all respect.
3. GST will be paid extra at as per actual.

SMP, Kolkata

PRICE SHOULD BE EXCLUSIVE OF GST

Tenderer to fill up the following [score out which is not applicable]

PRICE NOT TO BE QUOTED HERE

(a).....%	}	Below par (-) Rs.
(in figures)		
.....Percent	}	At par NIL
(in words)		
(b).....%	}	Above par (+) Rs.
(in figures)		
.....Percent	}	
(in words)		
(c).....%	}	
(in figures)		
.....Percent	}	
(in words)		

Total Tendered Amount: Rs. _____

Total tendered amount (in words) [**Price not to be quoted here**].....

[The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra]

Permanent Income Tax A/C. No... ..

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted /stated above are to be carried over to Form of Tender attached]

Witness:

(Name in block letters)

Address:

Occupation:

Profile of Tenderer/ FORM -D

This is to confirm that we agree to abide by all the terms and conditions of this NIT No SMP/KDS/Mech/DC-I/ADV/725 dated 04.05.2026 , those mentioned in the "General Conditions of Contract" enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any. Our relevant particulars are furnished hereunder:

Particular s	To be filled in by the Tenderer or to be mentioned as "none "
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/ directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

Signature of the Tenderer

Date

Office seal of the Tenderer

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,
SIGNED, SCANNED AND UPLOADED]**

Covering Letter

Ref. No.....

Date:

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We, ...(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for.....

(NIT No. SMP/KDS/Mech/ Dated..... and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

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

3. We shall make available to SMP, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.

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

5. We also certify the following:

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

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

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by SMPK thereon.

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

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

Yours faithfully,

Signature of Tenderer

Name:

Designation:

Date:

Seal of the tenderer.....

SYAMA PRASAD MOOKERJEE PORT, KOLKATASCHEDULE - "O"

Tenderers must fill in the undernoted column:

Name of the Bidder:

Sl. No.	Full particulars of similar works carried out by Tenderer	Value of work in Rs.	Completion time as per Contract	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Details of Authorities to whom reference can be made		
						Full Postal Address	Phone / Mobile No.	Email ID
1.	(i) Name of work.							
	(ii) W.O. No. & Date.							
2.	(i) Name of work:							
	(ii) W.O. No. & Date:							
3.	(i) Name of work:							
	(ii) W.O. No. & Date:							

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

The Tenderer are also requested to furnish the following particulars:

Sheet - 2

A. In case of a Limited Company:

1. Name of the 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 desired to be stated :
5. Name, address and other necessary
particulars of Managing Agents, if any,
appointed by the Company :
6. Copies of Memorandum and Articles of
Association (with the latest amendments,
if any) :
7. Copies of audited Balance Sheets of the
Company for the last three years. :

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

Sheet - 3

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 :

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

Sheet - 4

C. In case of an Individual:

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

DATED, the.....

Signature of Tenderer

Pro-forma of Affidavit for exemption from ESI ACT
On the Rupees Ten Non – Judicial Stamp Paper

BEFOR THE 1ST CLASS JUDICIAL MAGISTRATE AT-----
AFFIDAVIT

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

1. That I am the proprietor/Partner of ----- having office at -----and
carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at SMP, Kolkata, the same should be
mentioned in affidavit.)

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

3. THAT the present affidavit is to be files before the SMP, Kolkata as per the clause no -----
----- of Tender no-----issued by SMP, Kolkata in respect of the work (the
name of the work is to be mentioned)

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

That in the event the declaration is found to be wrong and false, I will be held responsible for all
the consequences in respect of compliance of The Employees State Insurance Act, 1948

DEPONENT

Identified by me

Indemnity Bond for exemption under ESI ACT

On the Rupees Fifty Non - Judicial Stamp Paper

INDEMNITY BOND

By THIS BOND I, Shri/Smt-----, son of Shri/Smt-----
-----Residing at ----- by
occupation -----the Partner/Proprietor/Director-----having office at -
----- am a tenderer under Mechanical Engineering Department, SMP, Kolkata(A
statutory body under MPA Act, 2021)

2. WHEREAS , the said SMP, Kolkata asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Mechanical Engineering Department, SMP, Kolkata against all damages and accident to the Labourer Tenderer/contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/contractor named herein above shall indemnify the SMP, Kolkata AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the SMP, Kolkata and which shall be legal and /or claimed by the SMP, Kolkata during the execution of the work stated in the NIT No----- of -----
4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the SMP, Kolkata and its administrator and representative.
5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director-----
Hereto setand seal this the----- Day of-----In the year----- at-
-----.

Sureties

Signature of the Indemnifier

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. **Witness**

Signature
Name:
Address:

SMP, Kolkata

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD,
SIGNED, SCANNED AND UPLOADED]**

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document.

Ref. No.....
.....

Date

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

We, ...(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from the instant e-tender and no other source, and will comply to the said Tender document, GCC and Addenda.

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

Yours faithfully,

Signature of Tenderer (or Power of Attorney).....

Name:

Designation:

Date:

Seal of the tenderer

Minimum electrical technical staff to be deployed for supervision and execution of work:

Requirement of Technical Staff		Minimum Tenure of Relevant Experience in HT Electrical installation work (Years)
Qualification	Number	
Graduate Engineer (Electrical)	01	5
Supervisor with valid electrical supervisory certificate	01	9

Note:

1. Bidder needs to submit authorization letter for the aforesaid staff and supporting educational and experience document during techno-commercial bid. During execution, if the declared technical staff(s) are to be replaced with another staff, prior intimation has to be given to Engineer In-charge for due approval along with aforementioned supporting documents.
2. Additionally, the contractor needs to deploy other technical staff, labours etc. as required for smooth and timely completion of work.

Checklist for documents to be uploaded**[Bidder to submit this document completely filled up for evaluation of its offer]****Name of the Firm:**

Sl. No.	Documents to be uploaded as per instructions of NIT	Details of Documents as Uploaded
1	Earnest Money (details of DD no./Banker's Cheque No./Insurety Bond No, with date or Udyog Aadhar No. with validity period, if applicable, to be mentioned here)	
2	Tender Fee (details of DD no./Banker's Cheque No./ Insurety Bond No. with date etc. or Udyog Aadhar No. with validity period, if applicable, to be mentioned here)	
3	PAN No.	
4	GST Regn. certificate No.	
5	Electrical Contractor License Details (No. & Validity period)	
6	ESI Regn. No. (If registered)	
7	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)	
8	PF Regn. No.	
9	Trade License Details	
10	Professional Tax No.	
11	Undertaking Uploaded (Yes/No)	
12	Form -D, Covering letter Uploaded (Yes/No)	
13	Schedule 'O' Uploaded (Yes/No)	
14	Status of Tenderer (i.e. Pvt. Ltd./Partnership/Proprietorship etc.)	
15	TDS including 26AS in support of authentication of submitted work credential	

16	Power of Attorney, (for Pvt. Ltd. or Ltd. Company or Partnership Firm or Proprietorship Firm, as per applicable clause of NIT)		
17	Company Registration Certificate, as applicable		
18	"Financial Turnover (Average of Last 3 year turnover shall be 30% of the Tender value)"	FY: 2022-23	Rs.
		UDIN:	
		FY: 2023-24	Rs.
		UDIN:	
		FY: 2024-25	Rs.
		UDIN:	
19	Details as required for ECS Payment [Scanned copy of unissued cheque is to be uploaded.]	Name of Bank with Code	
		Branch Name	
		Type of A/C	
		A/C no.	
		MICR Code	
		IFSC No.	

Note: No field is to be left blank.

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the Tenderer.....

**Format of Certificate for Tenders for Works under Rule 144 (xi) in the
General Financial Rules (GFRs), 2017
(To be submitted under Letter head of the Bidder)**

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir,

Ref: Your Tender No. _____ dated _____

I/We, the undersigned, _____

(full name), do hereby
declare, in my capacity as _____
_____ of
M/s. _____ (name of bidder entity), that:

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s. _____ (name of bidder entity)
 - a) **is not from such a country.** I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. **OR,**
 - b) **is from such a country** (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached)
3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/ We submit the proof of registration herewith

[Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1,2,3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Executed at _____ On this the _____ day of _____ By Authorized Signatory.

(Signature and Name)

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

FORMAT FOR PROVIDING SELF-CERTIFICATION REGARDING LOCAL CONTENT REQUIREMENT FOR 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'

[To be filled on Bidder's Letter Head and uploaded, duly signed & stamped]

Reference No.

Date :

Name of Work: _____

TENDER NO.: NIT No. _____ Dated _____

Name of the Bidder, submitting the Bid: _____

Address: _____

**To,
Chief Mechanical Engineer
Kolkata Dock System,
Syama Prasad Mookerjee Port, Kolkata**

Sir,

We have read and understood the provisions of revised "Public Procurement (Preference to Make in India) Order, 2017" dated 19.07.2024, issued in partial modification of Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 [as amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018, Order No. P- 45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-B.E.-II dated 04.06.2020 & Order No. P-45021/2/2017-B.E.-II dated 16.09.2020], by Department for Promotion of Industry & Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India [hereinafter referred to as 'PPP-MII Order'].

In line with the provisions of the 'PPP-MII Order', We, M/S. [Enter the name of the Bidder] (hereinafter referred to as "Bidder") submit self-certification to **Syama Prasad Mookerjee Port, Kolkata** (hereinafter called as "SMPK") , regarding Local Content in Goods / Services, to be supplied by the Bidder, in connection with the work related to " _____ " (*Name of the Work*), wherein we have agreed to abide by the terms and conditions of the 'PPP-MII Order'.

In consideration of the above referred Tender floated / issued by "SMPK", Mechanical and Electrical Engineering Department, We, M/s _____ of (hereinafter referred to as "Bidder") certify that we have offered the Service with local content of----- %.

Details of the location(s) at which the local value addition will be made:

i)

ii)

iii)

We further certify that, in case we are awarded an order against this tender, the supplies against such order will comply with above indicated Minimum Local Content.

Date:

Signature:

Place:

Name of the Authorised Signatory:

Designation:

Official Seal of the Firm:

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

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.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 - GC 27
12.	FORMS GC-1, GC-2 , GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	INTEGRITY PACT DOCUMENT: PROFORMA		
16.	ADDENDUM		

GC - 1
AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

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

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

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced uptoRs 2,00,000/-	A	Rs 50,000/-	Any tender priced up to Rs 10,00,000/-
B	Rs 5,000/-	Any tender priced uptoRs 1,00,000/-	B	Rs 25,000/-	Any tender priced uptoRs 5,00,000/-
C	Rs 2,500/-	Any tender priced uptoRs 50,000/-	C	Rs 15,000/-	Any tender priced uptoRs 3,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

1. DEFINITIONS

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

GC - 3

1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	“Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority

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	<i>The Engineer shall have full power and authority:</i> (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same. (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time. (c) to order for any variation, alteration and modification of the work 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.	Engineer's Power
2.4	<i>The Engineer's Representative shall:</i> (i) watch and supervise the works. (ii) test and examine any material to be used or workmanship employed in connection with the work. (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard. (iv) take measurements of work done by the contractor for the purpose of payment or otherwise. (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense. (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.	Power of Engineer's Representative.

GC - 5

2.5	<i>Provided always that the Engineer's Representative shall have no power:</i> (a) to order any work involving delay or any extra payment by the Trustees, (b) to make variation of or in the works; and (c) to relieve the Contractor of any of his duties or obligations under the Contract.	Limitation of Engineer's Representative's Power
2.6	Provided also as follows: (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss 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.	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct 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.

GC - 6

	(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
	Over Rs. 1,00,000=00	1% of the estimated value of work
		2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.
		1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

GC - 7

	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of SMP, Kolkata or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "SMP, Kolkata" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.	Method of Paying E.M.												
	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia.	Refund of E.M.												
	(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:	Exemption from E.M. to Regd. Firms												
	<table border="1"> <thead> <tr> <th>Class of Registration</th><th>Amount of Fixed Security</th><th>Financial Limit of Each Tender</th></tr> </thead> <tbody> <tr> <td>A</td><td>Rs. 25,000/-</td><td>Any tender priced up to Rs.5,00,000/-</td></tr> <tr> <td>B</td><td>Rs. 10,000/-</td><td>Any tender priced up to Rs.2,00,000/-</td></tr> <tr> <td>C</td><td>Rs. 5,000/-</td><td>Any tender priced up to Rs.1,00,000/-</td></tr> </tbody> </table>	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/-	
Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender												
A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-												
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-												
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-												
	(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.	Tender without EM liable to rejection. Forfeiture of E.M. before Acceptance of offer.												
	(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.	E.M. to be converted to part S.D.												
	(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.	Mode of recovery of balance S.D.												

GC - 8

	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 SMP, Kolkata and payable at Kolkata/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/ Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.			No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.			Mode of refund of S.D.
	(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/ observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.			Forfeiture of S.D.

GC - 9

3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of 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 Kolkata, India, including the following Acts : 1. The Contract Act (India), 1872. 2. The Major Port Trusts Act, 1963. 3. The Workmen's Compensation Act, 1923. 4. The Minimum Wages Act, 1948. 5. The Contract Labour (Regulation & Abolition) Act, 1970. 6. The Dock Workers' Act, 1948. 7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents - Engineers' Power

4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly 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

GC - 11

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

4.14	The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.	Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	Fossils, Treasure travois, etc. are Trustees' property
4.16	The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of: (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 : (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.	Contractor's quoted rates/price must be all inclusive
4.19	Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Contractor.
4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work

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

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

	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.	Recovery from Contractor for Trustees' materials under normal circumstances
	(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been - (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - (1) The issue rate of the materials at the Trustees' Stores and (2) The market price of the material on the date of issue as would be determined by the Engineer.	Recovery from Contractor for Trustees' materials under other circumstances.
5.9	The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time - (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.	Contractor to replace materials/work not acceptable to the Engineer or his Representative
5.10	No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.	Contractor to seek approval of Engineer or his Representative before covering up any portion of work

5.11	On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is – (a) otherwise provided for in the contract, or (b) necessary by reason of some default on the part of the contractor, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.	Contractor to suspend work on Order from Engineer or his Representative
5.11.1	If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.	
5.12	When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.	Completion Certificate G.C.1.

6.0	TERMS OF PAYMENT:	
6.1	No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.	All interim payments are advances till issue of Certificate in Form G.C.2
6.2	All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.	Payment on the basis of measurements at agreed rates.
6.3	For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.	Limitation for on account payment
6.4	Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.	Recording of measurements

6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; 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,	Advance payment against Non-perishable materials
	(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,	

	(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.	
	(vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.	
6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should over certify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
7.0	VARIATION AND ITS VALUATION:	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:	Engineer's power to vary the works

7.2	(a) Increase or decrease the quantity of any work included in the contract. (b) Omit any work included in the contract. (c) Change the Character or quality or kind of any work included in the contract. (d) Change the levels, lines, position and dimensions of any part of the work, and (e) Execute extra and additional work of any kind necessary for completion of the works	
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed
7.5	(a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.	Payment for extra or additional, or omitted work or substituted work, Engineer's powers
	(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.	

	(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.	
8.0	DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT	
8.1	Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.	Extension of completion time
8.2	a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.	'Liquidated Damage' and other compensation due to Trustees

	(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days' notice in writing has been given to the Contractor by the Engineer or his Representative.	
8.3	Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive: (i) The Contractor has abandoned the contract.	Default of the Contractors remedies & powers/Termination of Contract.
	(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.	
	(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.	
	(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.	
	(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.	
	(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.	
	(vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.	

8.3.1	Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.	Contractor's obligation for maintenance of work.

9.2	The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working on using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.	Certificate of final completion
9.3	On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.	Engineer's decision
10.2	If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.	Chairman's award.
10.3	If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.	Arbitration.
10.3.1.	If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.	

10.3.2	The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.	
10.3.3	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.	
10.3.4	The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.	
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.	
10.3.6	The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.	
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.	
10.4	The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.	
10.5	Provided always as follows:	
	[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.	
	[b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.	

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

.....

.....

.....

I/We _____

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

THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED

(Repeat in words).....

.....

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

I / We have deposited with SMPK, 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:
 Seal)

(Signature of Bidder with

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

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.1

Contractor _____

Address -----

Date of completion:

Dear sir (s),

This is to certify that the following work viz:-

Name of work:

.....

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

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

Work Order No.....

Allocation.....

Contract No.

Which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 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 _____ week(s) / month(s) / year(s)

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

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

Yours faithfully,

Signature.....
(ENGINEER/ENGINEER'S REPRESENTATIVE)
Name.....
Designation.....
OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work:

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation:

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

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.3

(‘NO CLAIM ‘CERTIFICATE FROM CONTRACTOR)

The Engineer
Syama Prasad Mookerjee Port, Kolkata

Kolkata.

(Atten :.....)

Dear Sir,

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

Name of work: _____

Work Order No:- _____

Contract No. _____

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

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:

(OFFICIAL SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made this.....day of.....20.... between the Board of Major Port Authority for Shyama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Authorities Act, 2021 (thereinafter called "Board" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (herein after called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Board is desirous that certain works should be executed / constructed, viz.

.....and have accepted a Tender/Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The said tender/offer and the acceptance of the tender/offer
 - (b) Instruction to Tenderers,
 - (c). Terms and Conditions of Tender,
 - (c) Special Conditions of Contract
 - (d) Scope of Work,
 - (e) General Conditions of Contract,
 - (f) Specifications
 - (g) Bill of quantities
 - (h) Board's Schedule of Rates and Prices (if any).
 - (i) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Board to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute and

maintain the work in conformity in all respects with the provisions of the contract.

4. The Board hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal
of.....
.....
.....

Was hereunto affixed in the presence of:

Name
.....
Address
.....
...

Or

SIGNED, SEALED AND DELIVERED

By the said
.....

In the presence of:

Name
.....

Address:
.....

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

Name.....

Address:

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

To
The Board of Major Port
Authority of Syama
Prasad Mookerjee Port,
Kolkata

BANK GUARANTEE NO.....DATE.....

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata, a body corporate - duly constituted under the Major Port Authorities Act, 2021, having agreed to exempt Shri/Messrs a proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter

referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Board and the Contractor for (write the name of the work as per Work Order) in terms of the Work order No..... dated..... (hereinafter referred to as "The Contractor"), from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractor's bills under the terms and conditions of a contract made between the Board and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No.....dated (hereinafter referred to as the said contract) for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs only)

We.....Branch,
Kolkata.....further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Branch Kolkata shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the same so demanded to the Board within a week from the date such demand by an A/c. Payee Banker's Cheque drawn in favour of 'Syama Prasad Mookerjee Port, Kolkata', without any demur. Even if there any dispute between the Contractor and the Board, this would be no ground for us, ...(Name of Bank),
Br

anch Kolkata.....to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, ... Branch, Kolkata decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Board to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,.....Branch, Kolkata further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Board under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of day of 20.....and subject all so that the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to or any extension thereof made by us,
.....Branch, Kolkata in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Board only on a written request by the Board to the contractor for such extension of validity of this Bank Guarantee.

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

5. We, ...Bank, ... Branch, Kolkata do also agree that SMPK at their option shall be entitled to enforce this Guarantee against us.... ..Branch, Kolkata as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that SMPK may have in relation to the Contractor's liabilities.

6. We Branch, Kolkata lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Board in writing.

7. Notwithstanding anything to the contrary contained herein:

- a. Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees)
- b. This bank Guarantee shall be valid up to (expiry date)
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....(last date of claim).

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of) BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)

Note: In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata Branch, the same should be routed through any Kolkata Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

Note: While issuing bank Guarantee issuing applicant must mention receiver's detail as ICICI Bank IFSC ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG.

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security
(For Indian Bidders)
BID BOND

Ref. No.....

Insurance Surety Bond No..... Dated.....

To,

Syama Prasad Mookerjee Port, Kolkata

[Address of tender Inviting Authority mentioned in tender]

Sirs,

1. Whereas Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under The Major Port Authorities Act 2021 having its registered office at 15 Strand Road, Kolkata-700001 and one of its offices at _____ (address of the Tender Inviting Authority) (hereinafter called "SMPK" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ dated _____ and M/s _____ having Head / Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No. _____ dated _____ and Bidder having agreed to furnish, as a condition precedent for participation in the said tender, an unconditional and irrevocable Insurance surety Bond of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by "SMPK" which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of **Indian Insurance Company**) India having head / registered office at _____, registered under the laws of _____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (herein after referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by any official of "SMPK", the amount of Indian Rs. _____ (in figures) (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without "SMPK" having to substantiate the demand. Any such demand made by any official of "SMPK" shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to "SMPK" in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The Insurer confirms that this Insurance Surety Bond has been issued with observance of appropriate laws of the country of issue i.e. India.

4. The Insurer also agree that this Insurance Surety Bond shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of High Court at Calcutta.

5. This Insurance Surety Bond shall be irrevocable and shall remain in force up to _____ (minimum the period of bid validity which is 180 days) and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance surety Bond).

6. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees in words) _____ only) and this Insurance Surety Bond shall remain in force until _____ (indicate the date of expiry of Insurance Surety Bond)

7. All Claims of 'SMPK' (beneficiary) against this Insurance Surety Bond, shall be remitted by the..... (Insurer's name to be inserted) to the following account of 'SMPK' only through electronic transfer of funds, unless otherwise specifically communicated by 'SMPK':

- 1) Beneficiary Account Name: Syama Prasad Mookerjee Port, Kolkata
- 2) Bank Name: State Bank of India
- 3) Branch: SPECIALISED INSTITUTIONAL BANKING, KOLKATA (14524)
- 4) Bank Account Number: 00000011143631170
- 5) IFSC Code: SBIN0014524

8. Any claim under this Insurance Surety Bond must be received by Insurer on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of "SMPK" under this Insurance Surety Bond will cease. However, if such a claim has been received by us on or before the said date, all the rights of 'SMPK' under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against "SMPK" and its respective Board Members, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ at _____.

(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated.....

Note:

(i) This Insurance Surety Bond / all further communications relating to the Insurance Surety Bonds should be forwarded to _____ (Insert the address of the tender inviting Authority mentioned in the Tender) only. Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

**INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE
SURETY BOND TOWARDS BID SECURITY**

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond.
3. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/Bid Bond in Indian Currency only.
5. The expiry date as mentioned in clause 5 & 6 should be minimum the bid validity period, unless otherwise specified in the bidding documents and to be extended as per instruction of SMPK, failing which the bid may be cancelled including invoking of Insurance Surety Bond for EMD.
6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
7. A letter from the issuing Insurer of the Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Tender Inviting Authority at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
8. Matter to be mentioned in covering letter to be submitted by Bidder along with insurance surety bond

1.	Insurance Surety Bond No	:	
2.	Date of execution of Insurance Surety Bond	:	
3.	Expiry date of Insurance Surety bond	:	
4.	Expiry date of claim period of Insurance Surety Bond	:	
5.	Bidder's Name	:	
6.	Insurance Surety Bond Amount	:	
7.	Tender No	:	
8.	Nature of Insurance Surety Bond	:	Earnest Money Deposit
9.	Insurer Details	Insurer Name:	
		Address:	
		Email Id:	
		Phone No:	

**Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Performance Security
(For Indian Bidders)
BID BOND**

Ref. No.....

Insurance Surety Bond No..... Dated.....

To,

Syama Prasad Mookerjee Port, Kolkata

[Address of tender Inviting Authority mentioned in tender]

Sirs,

1. Whereas Syama Prasad Mookerjee Port, Kolkata, a permanent body having perpetual succession and a common seal constituted under The Major Port Authorities Act 2021 having its registered office at 15 Strand Road, Kolkata-700001 and one of its offices at _____ (address of the Tender Inviting Authority) (hereinafter called "SMPK" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ dated _____ and M/s _____ having Head / Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid bearing Reference No. _____ dated _____ and Bidder having agreed to furnish, as a condition precedent for participation in the said tender, an unconditional and irrevocable Insurance surety Bond of Indian Rupees (in figures) _____ (Indian Rupees (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by "SMPK" which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of **Indian Insurance Company**) India having head / registered office at _____, registered under the laws of _____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (herein after referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by any official of "SMPK", the amount of Indian Rs. _____ (in figures) (Indian Rupees (in words) _____ only) in aggregate at any time without any demur and recourse, and without "SMPK" having to substantiate the demand. Any such demand made by any official of "SMPK" shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to "SMPK" in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

3. The Insurer confirms that this Insurance Surety Bond has been issued with observance of appropriate laws of the country of issue i.e. India.

4. The Insurer also agree that this Insurance Surety Bond shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of High Court at Calcutta.

5. This Insurance Surety Bond shall be irrevocable and shall remain in force up to _____ (minimum the period of bid validity which is 180 days) and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance surety Bond).

6. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees in words) _____ only) and this Insurance Surety Bond shall remain in force until _____ (indicate the date of expiry of Insurance Surety Bond)

7. All Claims of 'SMPK' (beneficiary) against this Insurance Surety Bond, shall be remitted by the..... (Insurer's name to be inserted) to the following account of 'SMPK' only through electronic transfer of funds, unless otherwise specifically communicated by 'SMPK':

- 1) Beneficiary Account Name: Syama Prasad Mookerjee Port, Kolkata
- 2) Bank Name: State Bank of India
- 3) Branch: SPECIALISED INSTITUTIONAL BANKING, KOLKATA (14524)
- 4) Bank Account Number: 00000011143631170
- 5) IFSC Code: SBIN0014524

8. Any claim under this Insurance Surety Bond must be received by Insurer on or before _____ (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of "SMPK" under this Insurance Surety Bond will cease. However, if such a claim has been received by us on or before the said date, all the rights of 'SMPK' under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

9. The Insurer hereby agrees to waive rights of subrogation against "SMPK" and its respective Board Members, officers, agents, representatives and employees. This extension is not applicable for subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ at _____.

(Signature)

Full name, designation and official address (in legible letters) with Insurer's stamp.

Dated.....

Note:

(i) This Insurance Surety Bond / all further communications relating to the Insurance Surety Bonds should be forwarded to _____ (Insert the address of the tender inviting Authority mentioned in the Tender) only. Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

**INSTRUCTIONS FOR FURNISHING UNCONDITIONAL AND IRREVOCABLE INSURANCE
SURETY BOND TOWARDS PERFORMANCE SECURITY/ SECURITY DEPOSIT**

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond.
3. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.
4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.
5. The expiry date as mentioned in clause 5 & 6 should be minimum the bid validity period, unless otherwise specified in the bidding documents and to be extended as per instruction of SMPK, failing which the bid may be cancelled including invoking of Insurance Surety Bond for EMD.
6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.
7. A letter from the issuing Insurer of the Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Tender Inviting Authority at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond.
8. Matter to be mentioned in covering letter to be submitted by Bidder along with insurance surety bond

1.	Insurance Surety Bond No	:	
2.	Date of execution of Insurance Surety Bond	:	
3.	Expiry date of Insurance Surety bond	:	
4.	Expiry date of claim period of Insurance Surety Bond	:	
5.	Bidder's Name	:	
6.	Insurance Surety Bond Amount	:	
7.	Tender No	:	
8.	Nature of Insurance Surety Bond	:	Performance Security/Security Deposit
9.	Insurer Details	Insurer Name:	
		Address:	
		Email Id:	
		Phone No:	

INTEGRITY PACT

Between

Syama Prasad Mookerjee Port, Kolkata (**SMP, Kolkata**) 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 Syama Prasad Mookerjee Port, Kolkata 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, SMP Kolkata.

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)

.....

.....

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 SMP, Kolkata 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 SMP Kolkata.
- 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 SMP, Kolkata 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 SMP, Kolkata 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 SMP Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.

ADDENDUM

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

- i. **Earnest Money:** Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.
- ii. **There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.
- iii. **Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.
- iv. **Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

Signature Not Verified

Digitally signed by DILIP KUMAR KUNDU
Date: 2026.05.06 18:12:57 IST
Location: eProcure-EPROC