



श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता (भूतपूर्व कोलकाता पत्तन नास)

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

(भारतसरकार के बंदरगाह, पोत परिवहन एवं जल मार्ग मंत्रालय के अधीन एक स्वायत्त निकाय)
**(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND
WATERWAYS, GOVERNMENT OF INDIA)**

कोलकाता डॉक प्रणाली/KOLKATA DOCK SYSTEM

यांत्रिक व विद्युत अभियंत्रण विभाग, 8, गार्डन रीच रोड, कोलकाता-700043

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

8, Garden Reach Road, Kolkata-700043

कार्य के लिए निविदा दस्तावेज/Tender Document for the Work

“Motorization of 11 nos. Gates of NS Dock, Syama Prasad Mookerjee Port, Kolkata”

निविदा आमंत्रण सूचना संख्या: SMPK/KDS/Mech/SE(E)-I/ADV/726 Dated 05.05.2026

Notice Inviting Tender No.: SMPK/KDS/Mech/SE (E)-I/ADV/726 Dated 05.05.2026

साइट निरीक्षण के बाद बोलीपूर्व बैठक/Site inspection followed
by Pre-bid meeting:

13.05.2026 at 12.00 hrs.

ई-निविदा जमा देने की आरंभ तिथि एवम समय/ Start Date & Time of
submission of e-tender:

18.05.2026 from 12.00 hrs.

ई-जमा देने की अंतिम तिथि एवम समय / Last Date & Time of submission
of e-tender:

01.06.2026 up to 14.30 hrs

तकनीकी-वाणिज्यिक बोली खोलने की तिथि एवम समय/ Date & Time of
Opening of Techno-Commercial Bid

02.06.2026 after 14.30 hrs.

निविदा शुल्क/Tender Fee: **Rs. 590.00** (जीएसटी सहित/Including GST) अप्रतिदेय/Non-refundable)

मुख्य यांत्रिक अभियंता/Chief Mechanical Engineer
निविदा आमंत्रण अधिकारी/Tender Inviting Authority

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

e-TENDER FOR “Motorization of 11 nos. Gates of NS Dock, Syama Prasad Mookerjee Port, Kolkata”

NOTICE INVITING TENDER No.: SMPK/KDS/Mech/SE (E)-I/ADV/ 726 Dated 05.05.2026

SHORT 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 “Motorization of 11 nos. Gates of NS Dock, Syama Prasad Mookerjee Port, Kolkata”

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.	SMPK/KDS/Mech/SE(E)-I/ADV/ 726 Dated 05.05.2026	
Mode of f 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	Rs.15,84,000.00(Rupees Fifteen Lakh Eighty-Four Thousand only).	
i) Earnest Money Deposit@ 2% of Estimated value of Tender	The intending bidders should submit Earnest Money of Rs.31,680.00 The intending bidders should submit Tender cost of Rs. 590/-including GST @ 18%.	
ii) Tender Cost	<p>“Tender Cost” and “EMD” should be submitted in the form of Banker’s cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in “Kolkata” drawn in favour of “Syama Prasad Mookerjee Port Kolkata”.</p> <p>Tender Fee and Earnest Money or NSIC /DIC Certificate, if applicable, are to be uploaded and must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700 043, before opening of tender document, failing which Techno-Commercial bid will not be opened.</p>	
Security Deposit/Performance Guarantee	As per GCC.	
Date of NIT available to parties to download	06.05.2026 from 12.00hrs.	
Date and time of Site-Inspection &Pre-Bid meeting	13.05.2026 from 12.00hrs.	

Date of start of online submission of bid (Techno-Commercial Bid and price Bid) through CPP Portal	18.05.2026 from 12.00hrs.
Date of closing of online submission of Bid.	01.06.2026 upto 14.30hrs.
Date and time of opening of Techno-Commercial Bid	02.06.2026 after 14.30hrs.
Date and time of opening of Price Bid	To be informed separately by letter or email or telephone.

- 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 06.05.2026 to 01.06.2026 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/> [Tender → Mechanical & Elect Engg. Deptt.] 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, Syama Prasad Mookerjee Port.
- Minutes of meeting /Corrigendum / addendum / clarifications, if any, shall be hosted on the <https://smpportkolkata.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 abovementioned dates, the same will be opened / held on the next working day without any further notice.

List of Annexures

Notice Inviting Tender (NIT) No.: SMPK/KDS/Mech/SE (E)-I/ADV/726 Dated 05.05.2026

Instruction to Tenderers	Annexure–A	Page:5-7
Techno-commercial Terms and Conditions	Annexure–B	Page:8-12
Special Conditions of Contract	Annexure–C	Page:13-24
Scope of Work and Technical Specification	Annexure–D	Page:25-26
Preamble to Bill of Quantity & BOQ	Annexure-E	Page:27-29
Profile of Tenderer, Covering letter, Schedule “O”	Annexure–F	Page:30-36
Affidavit for ESI	Annexure – G	Page: 37
Indemnity Bond for ESI	Annexure–H	Page: 38
Undertaking Format	Annexure-I	Page:39
Checklist for Documents to be Uploaded	Annexure–J	Page:40
General Conditions of Contract, Forms and Agreement	Annexure-K	Page:41-80

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

INSTRUCTIONS TO TENDERERS

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.	<p>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 06.05.2026 to 01.06.2026 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>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).</p> <p>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.</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app</p> <p>(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.</p> <p>(B)Part-II(Price Bid):Would be opened electronically of only those bidder(s) whose Part-I Techno-Commercial Bid are acceptable to 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.</p> <p>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.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>

4.	<p>In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e- tender). Contact person (SMP, Kolkata):</p> <table border="1" data-bbox="228 170 1469 348"> <tr> <td data-bbox="228 170 846 348"> 1.Shri Rakesh Kumar Superintending Engineer(E) ContactNo.033-71003747 MOBILE: 9836298625 Email:rkumar@smpportkolkata.shipping.gov.in </td> <td data-bbox="850 170 1469 348"> 2.Smt. Sayani Kansary Executive Engineer(E) ContactNo.033- 71003318 Mobile: 9932514023 Email:sayani@smpportkolkata.shipping.gov.in </td> </tr> </table>	1.Shri Rakesh Kumar Superintending Engineer(E) ContactNo.033-71003747 MOBILE: 9836298625 Email:rkumar@smpportkolkata.shipping.gov.in	2.Smt. Sayani Kansary Executive Engineer(E) ContactNo.033- 71003318 Mobile: 9932514023 Email:sayani@smpportkolkata.shipping.gov.in
1.Shri Rakesh Kumar Superintending Engineer(E) ContactNo.033-71003747 MOBILE: 9836298625 Email:rkumar@smpportkolkata.shipping.gov.in	2.Smt. Sayani Kansary Executive Engineer(E) ContactNo.033- 71003318 Mobile: 9932514023 Email:sayani@smpportkolkata.shipping.gov.in		
5.	All notices/corrigendum 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 ID as 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.	<p>(a). MSEs registered with NSIC under Single Point Registration scheme/DIC/ Udyog Aadhaar Memorandum Certificate are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC/Udyog Aadhaar Memorandum Certificate registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantities) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.</p> <p>(b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date& time and for as much duration as mentioned above.</p> <p>(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.</p> <p>(e). It is mandatory that all the bids are submitted with Digital Signature Certificate (DSC) otherwise the same will not be accepted by the system.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>		
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 must upload 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.		

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 or valid MSME Registration Certificate is to be treated as Essential documents and the same should be uploaded with the other essential documents.
16	EMD & Tender Fee or valid MSME Certificate should reach this office physically before opening of Tender document.
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.

Note: The name 'Syama Prasad Mookerjee Port, Kolkata' has been abbreviated as SMPK or SMP, Kolkata in this tender document. 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.

Techno-commercial Terms and Conditions

Notice Inviting Tender (NIT) No.: SMPK/KDS/Mech/SE(E)-I/ADV/726 Dated 05.05.2026

Pre-qualification Criteria of the Bidders:

The intending tenderers shall satisfy the following conditions with supporting documents:

- i) The firms must have average annual financial turnover during the last three years ending 31.03.2025 should be at least Rs. 4,75,200.00 (30% of estimated value). Audited Balance Sheets as well as 'Profit & Loss Accounts for the last three financial years ending on 31.03.2026 have to be submitted. In the event of non-availability of Audited Balance Sheets for the financial year ending 31.03.2026, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number).
- ii) 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 Rs.6,33,600.00 (40% of estimated cost).
 - or
 - b) Two similar works where cost of each completed work should not less than Rs.7,92,000.00 (50% estimated cost).
 - or
 - c) One similar work where cost of completed work should not be less than Rs. 12,67,200.00 (80% of estimated cost).

Note: All of the aforesaid values are excluding GST.

- iii) Here “**similar work**” means “Supply, installation, testing & successful commissioning of gear motors with all other accessories for motorization of sliding gates/ telescopic gates”.
- iv) Work experience as a sub-contractor or supply contractor shall not be considered as requisite qualification. The Tenderer shall have to upload certified copies of documents like Order letter, Work Completion Certificate, TDS Certificate including 26AS for validating the legitimacy of the Work Completion Certificate etc. to establish his credentials.

OTHER INSTRUCTION:

1. Tender Fee & EMD or Valid NSIC/DIC/Udyog Aadhaar Memorandum Certificate, as applicable, are to be uploaded. Tender Fee & EMD or NSIC/DIC/Udyog Aadhaar Memorandum Certificate must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700 043, failing which Techno-commercial Bid will not be opened. Details of which are as under:
 - (a) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for Rs.590/- (Rupees Five Hundred and Ninety Only) as cost of Tender Document.
 - (b) Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/ Nationalized Bank in original, for Rs. 31,680.00 (Rupees Thirty-One Thousand Six Hundred and Eighty Only) as Earnest Money Deposit.
 - (c) Valid NSIC Certificate in case of Micro and Small Enterprises (MSEs) registered with NSIC

(under single point Registration Scheme) or Valid DIC Certificate or valid Udyog Aadhaar Memorandum Certificate.

2. In addition to above as mentioned in Sl.No.1, following documents are to be **UPLOADED**:

(i) Last three years (i.e., 2023-24, 2024-25 & 2025-26) Balance-sheets and Profit & Loss Account in support of Annual Financial turnover. The same should be audited as per relevant norms wherever required. Certificate issued by concerned Chartered Accountant on or after 01.02.2019 must incorporate UDIN (Unique Document Identification Number). In the event of non-availability of Audited Balance Sheet for the financial year ending 31.03.2026, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

(ii) Self-attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.

(iii) Copy of self-attested valid GST Registration Certificate.

(iv) Copy of self-attested ESI registration certificate **OR** an affidavit before a first-class judicial magistrate as per the format given in **Annexure-G** (in case the Tenderer is not covered under ESI Act or exempted from it). The tenderer, if not covered under ESI Act, shall, additionally, indemnify SMP, Kolkata against all damages and accidents to his laborer in a non-judicial stamp paper as per the format given in **Annexure-H**. The contractors should declare and state in the averment in the Affidavit and in the indemnity bond that in case such declaration will be found wrong and false, they will be held responsible for all consequences in respect of compliance of The Employees State Insurance Act 1948.

(v) Certified copy of valid Trade Licence and Electrical Contractor's Licence.

(vi) Copy of self-attested PAN Card of the firm/ company issued from Income Tax Department

(vii) Statement to confirm the status of the Tenderer— whether a Partnership Firm or Company or Proprietorship Firm. If demanded by SMP, Kolkata, the tenderer would be bound to furnish necessary Documents in support of their statement in this regard.

(viii) Copy of valid Professional Tax Clearance / Up-to-date Profession Tax Payment Challans (if applicable) / else, document in support of exemption.

(ix) Copy of Registration under EPF Act. Intending tenderer shall have to furnish the Registration, failing which tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.

(x) A separate statement 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 numbers-mail id and Fax Number.etc.as per enclosed **Proforma (Form-D)**.

(xi) Power of Attorney shall have to be uploaded for tenderer of Private Limited or Limited Company. Power of Attorney will also be required for Proprietor/Partnership firm if signatory of tender is other than Proprietor or Partner. However, if the submitted offer is countersigned by the Proprietor or any of

the Partners, then Power of Attorney shall not be required.

(xii) Declaration of the tenderer in the form of a **COVERING LETTER** with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Proforma (to be mentioned in the letterhead of the Firm).

(xiii) Details of the firm as per 'Schedule-O' of the tender document.

(xiv) A declaration has to be furnished by the tenderer stating (undertaking) that the entire tender document, GCC and addenda has fully been read and understood (Annexure-I).

(xv) Checklist of Documents to be uploaded (Annexure-J).

(xvi) Copy of TDS certificate including 26AS to validate the legitimacy of the work completion certificate.

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-fulfillment of following criteria:

- i) It is not accompanied by requisite EMD & Tender Fee,
- ii) It is not accompanied by valid NSIC/DIC/Udyog Aadhaar Memorandum certificate as an exemption from depositing earnest money & tender paper 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:

- a) 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.
- b) The validity of the offer is less than tender stipulation.
- c) All the documents required as per NIT are not uploaded or not submitted, even after asked for shortfall documents as the case may be.
- d) 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.
- e) 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.

3. 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.

4. SMPK reserve the right to accept or reject the tender without assigning any reason whatsoever.
5. SMPK will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
6. 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 days means Monday to Friday in between 0930hrs. to 1800hrs.
7. 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 the terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted 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 carry proper authorizations letters from their respective organizations.
8. 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.
9. **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.
10. 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.

11. Evaluation Criteria:

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

acceptance by the Trustees.

- ii. The price offer should be exclusive of GST. GST will be paid extra at applicable rates at the time of supply of goods and services.
12. 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.
13. 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 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 Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable. Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per Minimum Wages Act, Govt. of West Bengal whichever is higher and revision from time to time along with EPF /ESI and other statutory benefits, if 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)-I for or his authorized representative at 8, Garden Reach Road, Kolkata-700043 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 clause no. 8 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.

Special Conditions of Contract

Notice Inviting Tender (NIT) No.: SMPK/KDS/Mech/SE(E)-I/ADV/726 Dated 05.05.2026

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-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 Indian 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 Bank 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 Contractor should submit a Performance Guarantee (PG) in the form of Bank Guarantee (BG) for 10% of contract value in SMPK's Proforma from a Scheduled Commercial Bank having date of receipt of Work Order, failing which the contract may be rescinded without any further notice as per discretion of Engineer of the contract. The PG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).

The performance security will be forfeited in the event of a breach of contract by the contractor. Decision of Engineer of the Contract is final & binding in nature. It will be returned to the Contractor without interest, after duly performing and completing all obligations under the contract including the Defect Liability Period (DLP).

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, maybe 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 hoisted in CPP Portal as well as in SMP, Kolkata's Portal 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 Tenderer. 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:** 90 days from the date of placement of work order.

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. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item 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 Bank Guarantees so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit/performance bank guarantee, the Contractor shall pay the balance to the Trustees forthwith on demand. Where the Contractor has submitted bank guarantee in lieu of cash security money, the cost of such repairs will be payable to the 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.

F. The contractor shall submit in written along with its final bill that all dock permits issued against the subject work have been returned by them to the competent authority.

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, fire fighting buckets filled with sand etc. are to be provided inside the installation as per statutory requirement without any 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 12mm. 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 has 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.

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 anytime due to storing of materials and rubbish and take every precaution to keep the entrance passage clear as 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 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 life saving equipment to be available in proper condition. The contractor shall provide PPE (Personal Protective Equipment) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE 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 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 testing of motors, 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 pipelines 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 numbers 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. 60/- 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 upto 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 Bedplate etc. shall be provided by tenderer. During erection all tools and tackles are to be provided by the 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 maybe 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. Operation and maintenance of all electrical installation in accordance with Manufacturer's Specification, Instruction Manuals, IE Rules and other relevant rules are to be carried out.
50. 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.
51. 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.

52. The equipment shall be supplied and delivered at the specified site by the contractor at his own cost.
53. 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.

54. All payments like refund of Earnest Money, Security Deposit and all bills of contractor 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 Number:
- iv) Type of Account: Savings/Current/Cash Credit
- v) IFSC Code
- vi) MICR Number:

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

55. All materials are to be supplied progressively as required at site subject to prior approval of Engineer or his representative.
56. 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.

57. 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.

58. 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.

59. 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.

60. Termination of contract and Risk Purchase Clause: Will be applicable as per **clause No. 8** of SMP, Kolkata's General Conditions of Contract.

61. **Special/Additional Security** may be arranged by the contractor at the site at no extra cost to MP, 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 of their equipment/office/stores etc. at their own cost and responsibility.

62. Good Conduct: If a bidder has had previous history of "**defined misconduct**" (such a 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.

63. 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.

64. 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 OrderNo.P-45021/2/2017-PP (BE-II) dated16.09.2020 will be applicable for this tender.

65. 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.

66. 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:

G. 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.

H. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.

I. 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.”

67. TERMS OF PAYMENT:

A) 90% payment against installation and commissioning of Individual gate after submission of necessary Delivery Challans /Documents of Purchase, Custodian Certificates and SMPK Inspection Certificates, subject to Security Deposit Clause

B) 10% payment on commissioning, testing and handing over of the entire work(motorization of 11 nos. gates) after completion as per NIT, subject to Security Deposit Clause

Any defects and/or deficiency in equipment supplied shall have to be made good by the contractor before any bill is passed for payment. All bills along with supporting documents should be duly signed & stamped by the 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 Bank Guarantee is to be submitted as per relevant clause of 'Performance Guarantee' & GCC.

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

68. 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 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 inconsideration 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.

69. 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.

70. 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. 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/ CPWD schedule of rate. If the said rate is not available in SOR, payment for supply part will be made as per actual tax invoice plus 11% profit and Cess.

71. 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.

72. 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.

73. 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.

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

SCOPE OF WORK AND TECHNICAL SPECIFICATION

Notice Inviting Tender (NIT) No.: SMPK/KDS/Mech/SE (E)-I/ADV/726 Dated 05.05.2026

Scope of work

1. Supply, installation, testing & commissioning of single phase 230V AC gear motor with magnetic limit stop & operating speed of 0.2m/s and all other accessories as required for motorization of the following sliding gates/ telescopic gates with height 2.5 meter each at different locations of NS Dock.

- a) 2 GRJ sliding gate (1 no.) of length 6.5 meter,
- b) 3 NSD sliding gate (1 no.) of length 5.6 meter,
- c) 6 NSD sliding gates (2 nos.) of length 5.1 meter each,
- d) 7 NSD 1 no. sliding & 1 no. telescopic gate of length 5 meter each
- e) 8 NSD sliding gates (2 nos.) of length 5.6 meter each,
- f) 9 NSD sliding gates (2 nos.) of length 5.6 meter each,
- g) Sliding gate (1 no.) at Alifnagar of length 5.4 meter

2. Power supply to the motors is to be drawn from the nearest source as per direction of Engineer in Charge or his representative. Any work, considered required by the contractor and not mentioned hereunder, for successful completion & commissioning of the motor, is to be included in the item of Bill of Quantities suitably which should be finalized in the Pre- Bid meeting.

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

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

5. 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 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 IS3043:1987 and Dock Safety Rule &Regulation.

6. 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.

7. Other Items specifically not mentioned in the T.S. shall be as per BOQ. Any other item required for installation but specifically not mentioned either in the BOQ or the T.S. shall be deemed to be included in the rates for installation of the items for which these items are intended. Tenderer are advised to build up the Installation prices accordingly. Any claim in this regard on the plea that the item is not specifically mentioned shall not be entertained.

8. Cleaning of site: 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. Contractor should also clean the site as required during execution and fully clear the site after completion of all the works. Any holes/drillings/openings/damages made on the wall/roof for drawing of cables/installation of equipment shall be made good by the tenderer at his own cost.

9. Inspection and Testing:

Inspection of the items to be supplied by the contractor will be carried out by the Engineer or his representative (physically) at site. Inspection and testing will be carried out by SMP, Kolkata Engineer. Inspection will be carried out as applicable as per relevant Standard/ Technical Specification/ Approved Drawing etc. All pre commissioning tests shall be carried out by the authorized representative of the firm having valid Supervisor's Certificate of Competence.

List of Preferred Makes

Srl. No.	Item	Make	Additional make of items, if any
1	Motor	Ditec, DoorHan, DEA, Beninca	
2	Cables	Polycab/ Fort Gloster/ Havells/ KEI/Universal/ RPG Cable	
3	Wire	KDK/ Finolex/ Polycab/ Havells/ National	

Note:

- Items of any other make in addition to the make mentioned in the list of Preferred makes may be accepted subject to such items shall comply all the technical specification /requirement mentioned in the tender document.
- Request for consideration of such (additional make) of items shall be supported with certificate from any Central Govt. organization, Public Sector Units, PWDs, State Govt. organizations regarding satisfactory working/performance of those items during the last three years (minimum) (prior to the starting date of submission of subject e-tender). If any additional make for any item is proposed, the same shall be indicated in the column mentioned above and it should be duly signed and uploaded.
- The aforementioned list of preferred makes is given for indication of reputed brand name. The item to be supplied has to comply to technical specification first. Merely stating that a particular brand does not comply with technical specification is not acceptable even if its name is mentioned here above.

If the supporting documents for the aforementioned clauses are not submitted by the bidders in the techno-commercial bid then, it would be considered that the bidders will provide items from list of preferred make only. If at any stage, it is found that the item offered with make other than preferred make mentioned as above is not acceptable due to non- fulfillment of the afore-stated criteria or otherwise, the bidder is bound to supply items of preferred make with no additional cost.

PREAMBLE TO THE BILL OF QUANTITIES

Notice Inviting Tender (NIT)No.: SMPK/KDS/Mech/SE(E)-I/ADV/726 Dated: 05.05.2026

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 shall be Each item of work 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 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 consumable Maintenance of stores, fuel.
 - e. All FirstAid, 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.

BILL OF QUANTITIES (BOQ)

Notice Inviting Tender (NIT) No.: SMPK/KDS/Mech/SE(E)-I/ADV/ 726 Dated 05.05.2026

Name of the Work: Motorization of 11 nos. Gates of NS Dock, Syama Prasad Mookerjee Port, Kolkata.

Srl. No.	Item Description	Qty.	Unit	Unit Rate (in Rs.) Excluding GST	Amount (in Rs.)
1	Supply, installation, testing & commissioning of single phase 230V AC gear motor with magnetic limit stop & operating speed of 0.2 m/s and all other accessories as required for motorization of sliding gates of NSD	11	Nos.	144000.00	1584000.00
Grand total (Rs.)					15,84,000.00

(In words: Rupees Fifteen Lakh Eighty-Four Thousand only)

PRICE SHOULD BE EXCLUSIVE OF GST

Note:

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

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

PRICE NOT TO BE QUOTED HERE

(a).....%
(in figures) Below par (-) Rs.

..... Percent
(in words)

(b).....%
(in figures) At par NIL

..... Percent
(in words)

(c).....%
(in figures) Above par (+) Rs.

..... Percent
(in words)

Total Tendered Amount: Rs. _____

Total tendered amount (in words)

.....

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

Permanent Income Tax Number.....

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. SMK/KDS/Mech/SE(E)-I/ADV/726 Dated 05.05.2026, 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:

Particulars	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, if available	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/landline 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-700043

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.

4. 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.

5. 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.

6. We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime 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, KOLKATA

SCHEDULE--“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:							

SCHEDULE “O”
Sheet-2

The Tenderer are also requested to furnish the following particulars:

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 overRs.10,000/- per year :

DATED, the.....

Signature of Tenderer

**FORMAT OF AFFIDAVIT
On the Rupees Ten Non-Judicial Stamp Paper**

**BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT-----
AFFIDAVIT**

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

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

(FORMAT OF INDEMNITY BOND)
 On the Rupees Fifty Non – Judicial Stamp Paper

I N D E M N I T Y B O N D

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 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 set and
 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:

[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

Checklist for Documents to be uploaded

(Bidder to submit this document completely filled- up for evaluation of the offer)

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT	Details of Documents as uploaded
1	Earnest Money	
2	Tender fee	
3	PAN Number	
4	GST Registration Certificate Number	
5	Electrical Contractor's Licence	
6	ESI Registration Certificate	
7	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)	
8	PF Registration Number	
9	Trade Licence Details	
10	Professional Tax Number	
11	Undertaking (Annexure-I) Uploaded (Yes/No)	
12	Form D, Covering Letter Uploaded (Yes/No)	
13	Schedule O uploaded(yes/No)	
14	Status of Tenderer (Proprietorship/ Partnership/Private Limited Company)	
15	TDS including 26AS in support of authentication of Submitted work credential)	
16	Power of Attorney (For Proprietorship Firm/ Partnership Firm /Private Limited Company)	
17	Company Registration Certificate, as applicable	
18	Self Certificate on local Content Uploaded (Yes/ No)	
19	Financial Turnover (Average of last 3 years shall be 30% of the Tender Value)	
	FY:2022-23	Rs.
	UDIN:	
	FY:2023-24	Rs.
	UDIN:	
	FY:2024-25	Rs.
	UDIN:	
20	Details as required for ECS payment (scanned copy of unissued cheque is to be uploaded)	Name of the Bank with code
		Branch Name
		Type of Account
		Account Number
		MICR Code
		IFC Code Number

Note: No field is to be left blank.

Signature of Tenderer:

Name.....

Designation.....

Seal of the Tenderer.....

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

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

Table under sub-clause (a)

PREVIOUS			ASAMENDED		
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
Upto Rs. 1,00,000/-	5%of the estimated value of work	1% of the estimated value of work	Upto Rs. 10Crore	2% of the estimated value of work	1%oftheestimated 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 NO210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013]

Table under sub-clause (d)

PREVIOUS			ASAMENDED		
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	Rs10,000/-	Any tender priced uptoRs2,00,000/-	A	Rs50,000/-	Any tender priced uptoRs10,00,000/-
B	Rs5,000/-	Any tender priced Upto Rs1,00,000/-	B	Rs25,000/-	Any tender priced Upto Rs5,00,000/-
C	Rs2,500/-	Any tender priced uptoRs50,000/-	C	Rs15,000/-	Any tender priced uptoRs3,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

1. DEFINITIONS

- 1.0 In the contract, as herein 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” “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 **Extra works and Excess works**

against any item of the bill of Quantities.

Specification

- 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.

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 there from as may be made by the Engineer under the Provisions herein 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 Contractors Hall execute, compete and maintain the works in terms of The contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority

2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	<p>The Engineer shall have full power and authority:</p> <p>(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.</p> <p>(b) To alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) To order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) To issue certificates as per contract.</p> <p>(e) To settle the claims & disputes of the Contractor and Trustees, as the first referee.</p> <p>(f) To grant extension of completion time.</p>	Engineer's Power
2.4	<p>The Engineer's Representative shall:</p> <p>(i) Watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.</p> <p>(iv) Take measurements of work done by the contractor for the purpose of payment or otherwise.</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and</p> <p>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.</p>	Power of Engineer's Representative.

2.5	<p><i>Provided always that the Engineer's Representative shall have no power:</i></p> <p>(a) to order any work involving delay or any extra payment by the Trustees,</p> <p>(b) to make variation of or in the works; and</p> <p>(c) to relieve the Contractor of any of his duties or obligations under the Contract.</p>	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows:</p> <p>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.</p> <p>(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.</p> <p>(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.</p>	Engineer's Overriding Power
3.0	THETENDER/OFFERANDITSPRE-REQUISITES	
3.1	<p>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 in to consideration:</p>	The tender must encompass all relevant aspects/ issues.
	<p>(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.</p>	Site & Local condition.
	<p>(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.</p>	Drawing/ Specification/ Nature & extent of work to be done.

	(c) The accommodation required for the workmen and site office, mobilization/ demobilization 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 there under, 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 initialing of the revised figure.		
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/shareholders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.	Disclosure of Owner's name.	
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender/ Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.	Earnest money And Security Deposit.	
	Estimated Value of Work	Amount of Earnest Money	
		For Works Contract	For Contract of Supplying Materials or Equipment only
	Upto Rs. 1,00,000=00	5% of the estimated Value of work	1% of the estimated Value of work

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 Nationalized Bank of India drawn in favour of "SMP, Kolkata" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefore be kept attached to the Tender/Offer in the Sealed Cover.			Method of Paying E.M.
(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia.			Refund of E.M.
(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from Depositing the Earnest Money, as per the following scale:			Exemption from E.M. to Regd. Firms
Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender	
A	Rs.25,000/-	Any tender priced up to Rs.5,00,000/-	
B	Rs.10,000/-	Any tender priced up to Rs.2,00,000/-	
C	Rs.5,000/-	Any tender priced up to Rs.1,00,000/-	
(e)(i) Tender submitted without requisite Earnest Money may be liable to rejection. (ii) If before expiry of the validity period of his Tender/ Offer, the tenderer amends his quoted rates or tender/ offer making them unacceptable to the Trustees and/ or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.			Tender without EM liable to rejection. For feature 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 undernoted percentages of the total value of work actually done up to the stage of completion.			Mode of recovery of balance S.D.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.	Scale of S.D. recovery.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
For works costing more than Rs.10,00,000/-and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- +7½% on the balance.	1% on first Rs.10,00,000/-+½% On the balance.	
For works costing more than Rs.20,00,000/-	10%onfirst Rs.10,00,000/-+7½% on the next Rs.10,00,000/-+5% On the balance.	1% on first Rs.10,00,000/-+½% on the next Rs.10,00,000/-+¼% on the balance.	
(h)Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30days 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 be refunded to the Contractor in terms of Clause 9.3 herein after and subject to deduction, if any, under the provision of Sub- clause3.5 (ii) herein below. If 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 maintenanceperiod and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.		Mode of refund of S.D.
	(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or To become due to the Contractor under any other contract.		Forfeiture of S.D.

3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/ Haldia Branch, as the case may be, of any Nationalised Bank of India in the Proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/ Offer, within 15 days from the date of such letter, failing which the Contractor shall be liable to responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfillment 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: <ol style="list-style-type: none"> 1. The Contract Act (India),1872. 2. The Major Port Trusts Act,1963. 3. The Workmen’s CompensationAct,1923. 4. TheMinimumWagesAct,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 thereby 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	<p>The Contractor shall not directly or indirectly transfer, assign or sublet the Contractor any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible</p> <p>(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</p> <p>(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.</p>	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 there to 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	Contractor to submit his programme of work

	<p>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.</p> <p>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.</p>	
4.10	<p>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.</p>	<p>Contractor to supervise the works</p>
4.11	<p>The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or 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.</p>	<p>Contractor to deploy qualified men and Engineer's power to remove contractor's men</p>
4.12	<p>The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.</p>	<p>Contractor is responsible for line, level, setting out etc.</p>
4.13	<p>From the commencement of the work still issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.</p>	<p>Contractor is responsible to protect the work</p>

4.14	<p>The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen.</p> <p>Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p>	<p>Contractor is responsible for all damages to other structures / persons caused by him in executing the work.</p>
4.15	<p>The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological 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.</p>	<p>Fossils, Treasure travois, etc. are Trustees' property</p>
4.16	<p>The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:</p> <ul style="list-style-type: none"> (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, forgetting all materials and equipment required for the work. (c) Unauthorized obstruction or nuisance caused by the contractor in respect of Public or Private or Private Road, railway tracks, footpaths, crane tracks, waterways, quay sand 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. 	<p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p>
4.17	<p>Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.</p>	<p>Dismantled materials Trustees' Property</p>

4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following:</p> <p>(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.</p> <p>(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.</p> <p>©Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.</p> <p>(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(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.</p>	Contractor's quoted rates/price must be all inclusive
4.19	<p>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 dispatch.</p>	Notice to Contractor.
4.20	<p>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.</p>	Contractor not to publish photograph or particulars of work
4.21	<p>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</p>	Contractor to provide facilities to outsiders

	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.	
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

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 the irrespective kinds to the Satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor In accordance with the contract, the following conditions shall apply:	
	(a)The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping the min 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 19¼% 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 contractor 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 bear 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	<p>On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –</p> <p>(a) otherwise provided for in the contractor, or</p> <p>(b) Necessary by reason of some default on the part of the contractor, or</p> <p>(c) Necessary by reason of climatic conditions on the site, or</p> <p>(d) Necessary or proper execution of the works or for the safety of the works or any part thereof.</p> <p>The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.</p>	Contractor to suspend work on Order from Engineer or his Representative
5.11.1	<p>If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for un derived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.</p>	
5.12	<p>When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the FormG.C.1 indicating the portion of the work covered by it, so that the Contractor’s liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.</p>	Completion Certificate G.C.1.

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

6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the Proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; 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	<p>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-</p> <p>(i) The materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,</p> <p>(ii) The value of such materials shall be assessed by the Engineer or his Representative at their own discretion,</p> <p>(iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,</p> <p>(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,</p>	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 fulfillment 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	<p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>©Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	
7.3	<p>No such variation shall in anyway 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.</p>	<p>Variation by engineer do not vitiate the contract</p>
7.4	<p>Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer' subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.</p>	<p>Where written Order for variation is not needed</p>
7.5	<p>(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.</p> <p>(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.</p>	<p>Payment for extra or additional, or omitted work or substituted work, Engineer's powers</p>
	<p>©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.</p>	

	(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 price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. 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 7days 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 there from in respect of any sum due to the Trustees from The Contractor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract And shall forth with 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 there upon 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 there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.	
10.4	The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.	
10.5	Provided always as follows:	
	[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 herein above 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]	<p>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.</p> <p>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.</p>	
	[d]	<p>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.</p>	
	[e]	<p>The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 herein above, 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.</p>	

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:

(Signature of Bidder with Seal)

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

THE BOARD OF TRUSTEES FOR THE PORT OF 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

THE BOARD OF TRUSTEES FOR THE PORT OF 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/Messrsis 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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM G.C.3

(‘NO CLAIM ‘CERTIFICATE FROM CONTRACTOR)

The Engineer
Syama Prasad Mookerjee Port, Kolkata

(Atten:)

Dear Sir,

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

Name of work: _____

Work Order No:.....

Contract No. ____

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

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

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

THIS AGREEMENT made this.....day of..... 20.... between the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Authorities Act, 2021 (hereinafter 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 the min General Conditions of Contract herein after 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) The Trustees 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 Herein after 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, inconsideration 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 Shri/Messrs..... exempt a proprietary/ Partnership/ Limited/ Registered Company, having its Registered Office at..... (herein after 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.....(herein after referred to as "The Contractor"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs only)

We,.....Branch, Kolkata.....further agree that if a Written demand is made by the Board through any of its officials for honoring 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), Branch 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 Guarantee 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, Kolkatafurther 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 forceable 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 claims 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 toor 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 Boards hall have the fullest liberty to vary from time to time any of the terms and conditions of the said contractor 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 usBranch, 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 Undertaken 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)

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 up to Rs.10 crores. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crores.

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.