SYAMA PRASAD MOOKERJEE PORT, KOLKATA/ श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
KOLKATA DOCK SYSTEM/ कोलकाता गोदी प्रणाली

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT / यांत्रिक व विद्युत अभियंत्रण विभाग
8, GARDEN REACH ROAD, KOLKATA-700043 / 8, गार्डेन रीच रोड, कोलकाता-**700043**

TENDER DOCUMENT/ निविदा दस्तावेज़

Notice Inviting Tender No.: SMP/KDS/Mech/EE(Docks-KPD)/ADV/729 dt.11.05.2026
निविदा आमंत्रण सूचना क्रमांक **: SMP/KDS/Mech/EE(Docks-KPD)/ADV/729 dt.11.05.2026**

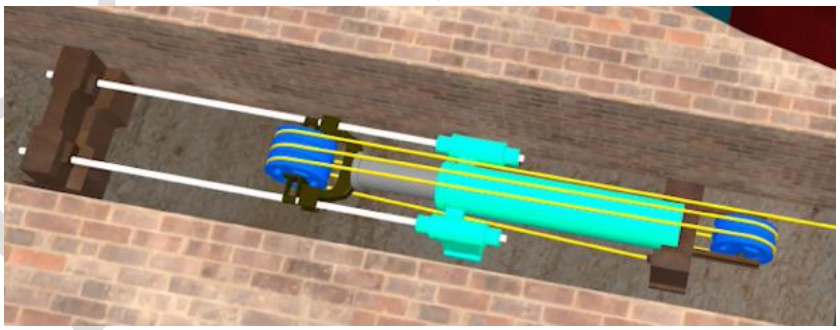
Rate Contract for Break Down Repair of Hydraulic Ram Cylinder Assembly of KP Lock Gate operating Machinery for a period of 3 years

हाइड्रॉलिक रैम सिलेंडर असेंबली के ब्रेकडाउन मरम्मत के लिए के.पी. लॉक गेट संचालन मशीनरी हेतु 3 बर्ष की अवधि का दर अनुबंध

Pre-bid meeting /बोली-पूर्व बैठक : 22.05.2026 at 12:00 hrs.

Due date of submission of Tender/ निविदा जमा करने की तिथि: 11.06.2026 within 14:00 hrs.

Date of opening of Tender/ निविदा खोलने की तिथि: 12.06.2026 After 15:00 hrs.



Chief Mechanical Engineer/ मुख्य यांत्रिक इंजीनियर

Tender Fee/निविदा शुल्क: Rs. 1770/- including GST @ 18 % (Non-Refundable) /18% जीएसटी सहित रु. 1770/- (गैर-वापसी योग्य)

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NOTICE INVITING TENDER/ टेंडर आमंत्रण सूचना (NIT)

Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) invites e-Tender under two part system viz. Techno-Commercial Bid and Price Bid for **"Rate Contract for Break Down Repair of Hydraulic Ram Cylinder Assembly of KP Lock Gate operating Machinery for a period of 3 years".** Tender Document may be downloaded from SMP, Kolkata website https://smportkolkata.shipping.gov.in and NIC's CPP Portal for e-Procurement https://eprocure.gov.in/eprocure/app. Corrigendum/Addendum/ Clarifications, if any, shall be hoisted in the above-mentioned websites only.

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (एसएमपी, कोलकाता) के यांत्रिक और विद्युत इंजीनियरिंग विभाग ने " हाइड्रॉलिक रैम सिलेंडर असेंबली के ब्रेकडाउन मरम्मत के लिए के.पी. लॉक गेट संचालन मशीनरी हेतु 3 बर्ष की अवधि का दर अनुबंध " के लिए दो-भाग प्रणाली, अर्थात तकनीकी-वाणिज्यिक बोली और मूल्य बोली के तहत ई-निविदा आमंत्रित की है। निविदा दस्तावेज एसएमपी, कोलकाता की वेबसाइट https://smportkolkata.shipping.gov.in and NIC's ई-प्रोक्योरमेंट https://eprocure.gov.in/ ई-प्रोक्योर/ऐप.सुधार/परिशिष्ट/स्पष्टीकरण , यदि कोई हो, को केवल उपरोक्त वेबसाइटों पर ही होस्ट किया जाएगा।

Work Title कार्य शीर्षक	**Rate Contract for Break Down Repair of Hydraulic Ram Cylinder Assembly of KP Lock Gate operating Machinery for a period of 3 years.** हाइड्रॉलिक रैम सिलेंडर असेंबली के ब्रेकडाउन मरम्मत के लिए के.पी. लॉक गेट संचालन मशीनरी हेतु 3 बर्ष की अवधि का दर अनुबंध
Tender Inviting Authority आमंत्रण करने वाली प्राधिकरण	Chief Mechanical Engineer मुख्य यांत्रिक इंजीनियर
NIT No. निविदा आमंत्रण सूचना क्रमांक	SMP/KDS/Mech/EE(Docks-KPD)/ADV/729 dt.11.05.2026 SMP/KDS/Mech/EE(Docks-KPD)/ADV/729 dt.11.05.2026
Mode of submission of Tender निविदा प्रस्तुत करने का माध्यम	The tender comprises two parts viz. Techno-Commercial Bid and Price Bid. Intending bidders are required to submit their offers electronically through NIC's CPP Portal for e-Procurement only. No physical tender is acceptable by SMP, Kolkata. निविदा में दो भाग शामिल हैं, अर्थात तकनीकी-वाणिज्यिक बोली और मूल्य बोली। इच्छुक बोलीदाताओं को ई-प्रोक्योरमेंट के लिए एनआईसी के सीपीपी पोर्टल के माध्यम से इलेक्ट्रॉनिक रूप से अपनी पेशकश जमा करनी होगी। एसएमपी, कोलकाता द्वारा कोई भी भौतिक निविदा स्वीकार्य नहीं है।
Date of NIT available to parties to Download डाउनलोड करने के लिए पार्टियों के लिए उपलब्ध है	11.05.2026
Date and time of Pre-Bid Meeting पूर्व-बोली बैठक की तिथि और समय	22.05.2026 at 12:00 hrs., to be held at the Office of the **Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata – 700043**. 22.05.2026 को 12:00 बजे, 8, गार्डन रीच रोड, कोलकाता -700043 में मुख्य यांत्रिक अभियंता के कार्यालय में आयोजित किया जाएगा।
Estimated cost अनुमानित लागत	**₹ 43,70,100 /- (Rupees Forty Three Lakh Seventy Thousand One Hundred Only Only), plus GST ,as applicable.** **₹ 43,70,100/- (केवल चौंतीस लाख सत्तर हजार एक सौ रुपये), जीएसटी को छोड़कर, जहां लागू हो।**
Cost of Tender document	The intending bidders should submit Tender cost of Rs. 1770/-

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निविदा दस्तावेज की लागत	including GST @ 18 % .For further details please see Clause No. 2 under Instruction to Tenderers इच्छुक बोलीदाताओं को 18% जीएसटी सहित 1770 रुपये की निविदा लागत जमा करनी चाहिए। अधिक जानकारी के लिए कृपया निविदाकर्ताओं के निर्देश के तहत खंड संख्या 2 देखें।
Earnest Money Deposit अर्नेस्ट मनी डिपॉजिट	**The Earnest Money Deposit (EMD) for this tender is Rs. 88,000/- (Rupees Eighty Eight Thousand only) .** For further details please see Clause No. 2 under Instruction to Tenderers. इस निविदा के लिए अर्नेस्ट मनी डिपॉजिट (ईएमडी) रु. 88,000/- (अस्सी आठ हजार रुपये मात्र) है। अधिक जानकारी के लिए कृपया निविदाकर्ताओं के निर्देश के तहत खंड नं. 2 देखें।
Last date of submission of Earnest Money Deposit, Tender Document Fee and Bid Securing Declaration Form अर्नेस्ट मनी जमा करने की अंतिम तिथि, निविदा दस्तावेज शुल्क और बोली सुरक्षित घोषणा प्रपत्र	Hardcopy of Earnest Money Deposit & Tender Fee , in original shall reach to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata -700 043, **on or before bid opening date, failing which the bid will be treated as non-responsive and will not be evaluated further.** **For further details please see Clause No. 2 under Instruction to Tenderers.** मूल में अर्नेस्ट मनी डिपॉजिट और निविदा शुल्क की हार्डकॉपी, मुख्य यांत्रिक अभियंता, यांत्रिक व विद्युत अभियंत्रण विभाग, श्यामा प्रसाद मुखर्जी पोर्ट कोलकाता, 8, गार्डन रीच रोड, कोलकाता -700 043 के कार्यालय में बोली खुलने की तारीख को या उससे पहले पहुंच जाएगी, अन्यथा बोली को गैर-उत्तरदायी माना जाएगा और आगे मूल्यांकन नहीं किया जाएगा। अधिक जानकारी के लिए कृपया निविदाकर्ताओं के निर्देश के तहत खंड नं. 2 देखें।
Date of starting of online submission of e-Tender (Techno-Commercial Bid and price Bid) at NIC's CPP Portal for e-Procurement. ई-प्रोक्योरमेंट के लिए एनआईसी के सीपीपी पोर्टल पर ई-निविदा (टेक्नो-कमर्शियल बोली और मूल्य बोली) ऑनलाइन जमा करने की शुरुआत की तारीख।	26.05.2026 from14:00 hrs.
Date of closing of online submission of e-tender (Techno-Commercial and Price Bid) at NIC's CPP Portal for e-Procurement ई-प्रोक्योरमेंट के लिए एनआईसी के सीपीपी पोर्टल पर ई-निविदा (टेक्नो-कमर्शियल और मूल्य बोली) के ऑनलाइन जमा करने की अंतिम तिथि	11.06.2026 upto 14:00 hrs.

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Date and time of opening of techno-commercial bid तकनीकी-वाणिज्यिक बोली खुलने की तिथि और समय	12.06.2026 after 14:30 hrs.
Date and time of opening of Price Bid. मूल्य बोली खोलने की तिथि और समय	To be intimated through email only. केवल ईमेल के माध्यम से सूचित किया जाना है

- Online tenders through CPP PORTAL are invited by Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust) from GST registered domestic Contractors for executing the work.

  सीएमपी पोर्टल के माध्यम से ऑनलाइन निविदाएं सीएमपी पोर्ट, कोलकाता (पूर्ववर्ती में कोलकाता पत्तन न्यास) द्वारा जीएसटी पंजीकृत घरेलू ठेकेदारों से कार्य निष्पादित करने के लिए आमंत्रित की जाती हैं।
- The tender document is available from 11.05.2026 to 11.06.2026 and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement ; https://eprocure.gov.in/eprocure/app.

  निविदा दस्तावेज़ 11.05.2026 से 11.06.2026 तक उपलब्ध है और एसएमपी, कोलकाता की आधिकारिक वेबसाइट से और ई-प्रोक्योरमेंट के लिए एनआईसी के सीपीपी पोर्टल के माध्यम से डाउनलोड किया जा सकता है; https://eprocure.gov.in///

- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smportkolkata.shipping.gov.in and NIC's CPP Portal for e-Procurement portal and bidders are required to submit tender offer through CPP portal (https://eprocure.gov.in/eprocure/app) 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 as proof of payment towards EMD while submitting the tender electronically in the CPP PORTAL.

  पूर्ण निविदा दस्तावेज को श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता की वेबसाइट https://smportkolkata.shipping.gov.in और ई-प्रोक्योरमेंट पोर्टल के लिए एनआईसी के सीपीपी पोर्टल से डाउनलोड किया जा सकता है और बोलीदाताओं को निविदा प्रस्ताव सीपीपी पोर्टल (https://eprocure.gov.in/ई-प्रोक्योर/ऐप) के माध्यम से निविदा की नियत तिथि और समय पर या उससे पहले जमा करना होगा। निविदाकर्ता को सीपीपी पोर्टल में इलेक्ट्रॉनिक रूप से निविदा जमा करते समय ईएमडी के भुगतान के प्रमाण के रूप में ईएमडी की लागत के लिए डीडी इंस्ट्रूमेंट्स की स्कैन की गई प्रति अपलोड करनी होगी।

- The tender offer shall have to be submitted by the Tenderer only through CPP PORTAL as explained in the tender document.

  निविदा प्रस्ताव निविदाकर्ता द्वारा निविदा दस्तावेज में बताए अनुसार केवल सीपीपी पोर्टल के माध्यम से ही प्रस्तुत किया जाना चाहिए।
- No physical tender is acceptable by Kolkata Dock System , SMPK.

  कोलकाता डॉक सिस्टम, एसएमपीके द्वारा कोई भौतिक निविदा स्वीकार्य नहीं है।

- Any Notice /Corrigendum / Addendum / Clarifications etc. shall be hosted on the

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https://smportkolkata.shipping.gov.in/ and https://eprocure.gov.in/eprocure/app

किसी भी नोटिस / सुधार / परिशिष्ट / स्पष्टीकरण आदि को https://smportkolkata.shipping.gov.in/ और https://eprocure.gov.in/eprocure/app पर प्रकाशित किया जाएगा।

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

  उपरोक्त में से किसी भी दिन किसी अनपेक्षित कार्य बंद या अवकाश की स्थिति में, इसे अगले कार्य दिवस पर बिना किसी अतिरिक्त सूचना के खोल दिया जाएगा।

Note : The name "Syama Prasad Mookerjee Port, Kolkata" has been abbreviated as SMPK or SMP, Kolkata in this Tender document. Also, wherever 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 of Syama Prasad Mookerjee Port, Kolkata.

नोट: इस निविदा दस्तावेज़ में "श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता" का नाम SMPK या SMP, कोलकाता के रूप में संक्षिप्त किया गया है। साथ ही, जहाँ भी निविदा दस्तावेज़ में पूर्व में 'कोलकाता पोर्ट ट्रस्ट' का नाम पाया जाए, इसे 'श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता' के रूप में पढ़ा जाएगा। इसके अतिरिक्त, यदि 'ट्रस्टीज' या 'ट्रस्ट' शब्द पाया जाए, तो इसे 'अथॉरिटी' के रूप में पढ़ा जाएगा, जो श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के बोर्ड ऑफ अथॉरिटी को दर्शाता है।

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LIST OF ANNEXURES

Covering Letter for submission of tender, unconditionally accepting all the terms and conditions of the tender and the Corrigendum/Addendum/Clarification issued	ANNEXURE - A
Profile of the Tenderer	ANNEXURE - B
Undertaking in lieu of submission of signed copy of Tender Document in full	ANNEXURE - C
Schedule "O"	ANNEXURE - D
Pro-forma of Affidavit for exemption from ESI Act	ANNEXURE - E
Indemnity Bond for exemption from ESI Act	ANNEXURE - F
Checklist for Documents to be Uploaded	ANNEXURE - G
Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	ANNEXURE– H
Format For Providing Self-Certification Regarding Local Content Requirement For 'Class-I Local Supplier'/ 'Class-II Local Supplier'	ANNEXURE - I
Format of Power of Attorney	ANNEXURE - J
Drawing	ANNEXURE - K
FORM OF TENDER	ANNEXURE– L
Draft Proforma of BG (Performance Security)	ANNEXURE- M
PROFORMA for FORM OF AGREEMENT	ANNEXURE- N
Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security/EMD	ANNEXURE-O

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1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

1.	Online tenders through NIC's CPP Portal for e-Procurement (https://eprocure.gov.in/eprocure/app),are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work. The tender document is available from **11.05.2026 to 11.06.2026** and can be downloaded from the official website of SMP, Kolkata and through NIC's CPP Portal for e-Procurement. The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: https://smportkolkata.shipping.gov.in/ and CPP's web portal https://eprocure.gov.in/eprocure/app and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement only, on or before the due date and time of submission. The tenderer shall upload the scanned copy of the instruments towards the cost of EMD and Tender Fee set as proof of payment towards EMD and cost of Tender Fee while submitting the tender electronically in the CPP Portal. Bidders are requested to go through the following information and instructions available on the NIC's CPP Portal for e-Procurement before responding to this e-tender. The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-Procurement as explained in the tender document.
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at NIC's CPP Portal for e-Procurement (https://eprocure.gov.in/eprocure/app). (A). Part – I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically. (B) Part – II (Price bid): Would be opened electronically of only those bidder(s) whose Part – I Techno- Commercial bids are found acceptable by SMP, Kolkata with prior intimation. Bidder(s) can witness the opening of Bids electronically. The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.
3.	All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.

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4.	Contact person (SMP, Kolkata): 1. Mr. J. Bhattacharya, Superintending Engineer (Docks) Mobile No. 9674720089 Email: jbhattacharya@smportkolkata.shipping.gov.in 2. Mr. S.K. Biswas, Executive Engineer (Docks-KPD) Mobile No. 8274981720 Email: skbiswas@smportkolkata.shipping.gov.in
5.	All correspondence to the bidder(s) shall be sent by email only during the process until finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their email I.D. provided is valid and updated, at the stage of registration of vendor with NIC's CPP portal (i.e. Service Provider).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	(a). The bidder (s) must submit Earnest Money Deposit (EMD) or self-attested copy of Udyam registration certificate for Micro and Small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME) to claim exemption from depositing EMD, failing which their tender would be summarily rejected. For further details please see Clause No.2 under Instruction to Tenderers. (b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid. (c). The e-tender floor shall remain open from the pre-announced date and time and for as much duration as mentioned above. (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. *Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document*. (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (f). 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. (g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms and conditions are allowed.
10.	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.
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.**
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, tender will be liable for outright rejection. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14.	**Price bid must be filled-up in EXCEL SHEET IN NIC's CPP Portal for e-Procurement. [https://eprocure.gov.in/eprocure/app] (which is uploaded by SMP, Kolkata)**
15.	EMD & Tender Fee should reach this office physically on or before bid opening date, failing which techno-commercial bid will be rejected.

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16.	EMD & Tender Fee details are to be treated, as essential documents and should be uploaded with the other essential documents.

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2. INSTRUCTION TO TENDERERS

1. **Pre-Qualification Criteria of Tenderers: -** The Tenderers shall satisfy the following: -

I. Must have the experience of having successfully completed similar works during last 7 (seven) years ending on 30.04.2026 as per the following guidelines: -

a) Three similar completed works each costing not less than 40% of the estimated cost i.e. ₹ 17,48,040 /- , excluding GST.

Or

b) Two similar completed works each costing not less than 50% of the estimated cost i.e. ₹ 21,85,050 /- , excluding GST.

Or

c) One similar completed work costing not less than 80% of the estimated cost i.e. ₹ 34,96,080 /- , excluding GST.

Similar work means "**Manufacturing/Repairing/Overhauling/Maintenance of Hydraulic Ram Cylinder used for operating Shutter and/or Lock hauling machinery and/or Bridge and/or Flood Gates and/or Marine Craft and/or Penstock and/or Hatch Cover. In the event of Experience in ongoing Maintenance/Repair Rate Contract , value of the successfully completed works till 30.04.2026, will only be considered for evaluation".**

i)For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% (Seven percent) per annum, calculated from the date of completion of work to the date of Bid opening, subjected to such similar works were completed during last seven years ending on 30.04.2026.

ii) The Experience of working as Sub-contractor, would also be considered for evaluation, subjected to submission of valid supporting documents issued by original contractor, as per norms.

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

II. Average Annual financial turnover during the last three years ending 31st March of 2025, should be at least 30 % of the estimated cost i.e. ₹ 13,11,030 /-.

i) Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2022-23, 2023-24 & 2024-25) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to be uploaded. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2026, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

ii) TDS TRACES including 26AS to validate the legitimacy of the work completion certificate to be provided by the bidder

III. Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers.

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

A. Tender Cost :

The intending bidders should submit Tender cost of Rs. 1770/- including GST @ 18 % in form of Demand Draft, Pay Order and Banker's Cheque from any of the Scheduled Banks in India (as defined in section 2(e) of the RBI Act 1934), having branch in "Kolkata". The Tender Fee should be payable at Kolkata and drawn in favor of "Syama Prasad Mookerjee Port Kolkata", safeguarding the purchaser's interest in all respects. The Tender Fee shall remain valid for a period of 45 (Forty Five) days beyond the final bid validity period.

B. EMD :

The Earnest Money Deposit (EMD) for this tender is **Rs. 88,000/- (Rupees Eighty Eight Thousand Only)**.

The intending bidders should submit Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Banker's Cheque from any of the Scheduled Banks in India (as defined in section 2(e) of the RBI Act 1934), having branch in "Kolkata". The EMD should be payable at Kolkata and drawn in favor of "Syama Prasad Mookerjee Port Kolkata", safeguarding the purchaser's interest in all respects. The EMD shall remain valid for a period of 45 (Forty Five) days beyond the final bid validity period.

The Earnest Money Deposit shall be refunded to the bidder (s) as follows:
a) Successful bidder (s) – EMD would be refunded to the successful bidder on receipt of performance security.
b) Unsuccessful bidder(s) – within 30 days after finalization of the Techno- Commercial Bid(s).

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

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

C. Any bid not accompanied by the requisite EMD &Tender Fee, shall be rejected as non-responsive and such bid will not be evaluated further.

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

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

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

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

A. Scanned copy of "Earnest Money Deposit" & "Tender Cost" / a self-attested copy of Udyam Registration Certificate (as applicable) must have to be uploaded along with the Techno-commercial Bid of the e-Tender, as mentioned in Clause 2 of Instruction to Tenderers.

As mentioned in Clause 2 of Instruction to Tenderers, **Hardcopy of "Earnest Money Deposit" & "Tender Cost" in original shall reach to the office of Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata -700 043, on or before bid opening date. failing which the bid will be treated as non-responsive and will not be evaluated further.**

B. Scanned copies of self-attested documents are also required to be submitted online:

I. Covering letter for submission of tender, unconditionally accepting all the terms and conditions of the tender including the Addendum, if issued and declaring to have not been banned/debarred/delisted by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind, as per **ANNEXURE-A**.

II. Profile of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land line no. and mobile telephone nos., e-mail id. etc. as per **ANNEXURE–B.**

III. Undertaking of the tenderer to be submitted in lieu of submission of signed copies of the Tender document in full, as per enclosed Pro-forma at **ANNEXURE –C.**

IV. Details of the firm as per **'Schedule-O'** of the tender document as enclosed Pro-forma at **ANNEXURE –D**.

V. Scanned copy of declaration towards Restrictions under Rule 144 (xi) of General Financial Rules 2017 (to be printed under the letterhead of the bidder), as per **ANNEXURE – H.**

VI. Scanned copy of Self-Certification of Local Content Declaration, under Public Procurement (Preference to Make in India) Order (to be printed under the letterhead of the bidder), as per **ANNEXURE – I.**

VII. Copies of Audited Balance Sheet and Profit & Loss A/c of the bidding entity along

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with schedules and audit report, for last 3 years (2022-23, 2023-24 & 2024-25) duly certified by Chartered Accountant mentioning UDIN (Unique Document Identification Number). Self-attested & stamped copies to be uploaded. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2025, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

VIII. Documentary evidence (work orders, successful completion certificates from clients indicating the date of completion, value of work done etc.) of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.

IX. Scanned Copies of the following are to be uploaded:

1. PAN Card.
2. GST Registration Certificate.
3. Trade License/Registration.
4. Professional Tax Clearance Certificate/ up to date tax payment Challan, if applicable.
5. Income Tax Return of last 3 years viz. 2022-23, 2023- 24 and 2024-25.
6. Company Registration Certificate, if applicable.
7. TDS including 26AS in support of authentication of submitted credential

X. Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by Syama Prasad Mookerjee Port, Kolkata, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.

XI. **Power of Attorney:** The intended bidder should furnish the Power of Attorney (As per **ANNEXURE -Q**), if applicable, as per the following:

(a) In case the Tender is submitted by a Proprietorship Firm, the same should be signed by Proprietor or representative person of Proprietor, holding a valid Power of Attorney from the Proprietor, in connection with the Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.

(b) In case the Tender is submitted by Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners or other person, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partner.

(c) In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney /Authorization executed in his favor (in connection with the Tender) and the signature of such Power of Attorney/Authorization holder should also be attested in accordance with the constitution of the Limited Company.

4. **The Tenderer should clearly understand that no information/indication as to price should be entered in the page of "Bill of Quantities" or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer. Price bid which must be filled-up in applicable SHEET in CPP PORTAL online.**

5. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.

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6. Techno-commercial bid would be opened on the schedule date, as mentioned in the NIT. Price Bids of only Techno-commercially qualified bidders will be opened with prior intimation.

7. The Port Authority will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

8. In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, 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, opening of Techno- commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30hrs.

9. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.

10. **Any offer having deviation from SMP, Kolkata's any of the terms and conditions or any alteration in the tender document of SMP, Kolkata is made by any bidder shall treated as non-responsive bid, accordingly the same will not be evaluated further.**

11. **Pre-Bid Meeting and Site Inspection :**

a) The intending Tenderers and/or their authorized representative(s) are invited to attend the Pre-Bid meeting, which is scheduled to be held on the date stipulated in the NOTICE INVITING TENDER (NIT), at the office of the **Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port Kolkata, 8, Garden Reach Road, Kolkata -700 043**.

b) The purpose of this Pre-Bid meeting will be to clarify any quarries in connection with instant tender, that may be raised at that stage.

c) The prospective tenderers may inspect the site (with prior intimation via email) before attending the Pre-Bid meeting in order to make themselves fully aware about the work, site and scope of work. For attending the Pre-bid Meeting or Site Inspection, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations and identification documents. For any clarification or assistance, they may contact with the Superintending Engineer (Docks)/Executive Engineer(Dock-KPD).

d) All intending Tenderers are requested to submit their queries, in connection with this tender, in writing, in advance to the Superintending Engineer (Docks)/Executive Engineer(Dock-KPD), so as to enable SMP Kolkata to prepare clarifications and to make Pre-Bid meeting meaningful. Changes, if any, proposed by the Tenderers, will be discussed and SMP Kolkata's response would be communicated through websites in advance to the last date of submission of tenders.

e) Any modification to the Tender Document, which may become necessary as a result of the Pre-Bid meeting, shall be made through the issue of an Addendum/Corrigendum. This Addendum/Corrigendum, so issued, would form part of the Tender Document and will remain binding all the Tenderers and the same should be accepted by all the Tenderers by signing the Covering Letter for submission of Tender (ANNEXURE -A) and uploading the same with Techno-Commercial Bid.

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f) The Tenderers are advised to attend the Pre-Bid meeting. However, non-attendance of the Pre-Bid meeting will not be a cause for disqualification of a Tenderer.

g) No further Pre-Bid meeting will be arranged for the intending Tenderer, who fails to attend the aforementioned Pre-Bid meeting.

12. Supplier/Service Provider shall confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

13. 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 Syama Prasad Mookerjee Port, 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 Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to Syama Prasad Mookerjee Port, Kolkata's account and is finally available to the Syama Prasad Mookerjee Port, Kolkata in terms of GST Laws and that the credit of GST taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

14. SMP, Kolkata has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in consideration payable.

15. Supplementary invoices/debit note/credit note for price revision to enable SMP, Kolkata to claim tax benefit on the same shall be issued by the contractor for a particular year before September of the succeeding financial year.

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

17. **Validity :** The quoted rates would be kept valid for **90 days** from the date of opening of the Techno-commercial Bid.

18. SMP Kolkata reserve the right to disqualify a tender in case SMP, Kolkata 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 the SMP, Kolkata or to any person on his or on their behalf in relation to acceptance of the tender.

19. 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.

20. Notwithstanding anything contained in this SMP Kolkata Tender Document, the SMP, Kolkata reserves the right to accept or reject any or all Tender(s) and part thereof and to annul the tender process at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection. SMP Kolkata do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.

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21. The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Major Port Authority Act, The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, any other act, rule, regulation as may be applicable.

22. **Evaluation criteria**: A two stage procedure would be adopted in evaluating the proposal viz. technical evaluation and financial evaluation. The technical evaluation would be carried out prior to opening of financial proposal. The bidders, who would qualify the eligibility as per the Pre-qualification Criteria under the Terms and Conditions of Tender of the Tender Document, would only be considered for evaluation. **Only price bids of techno-commercially qualified bidders will be opened for further evaluation. The Price Bids would be evaluated on the basis of the percentage rate (below, above or at par) quoted by the Tenderer**. Lowest quoted percentage rate would be considered for awarding contract.

23. **Scrutiny of e-tenderers:** During the course of examination of the Techno-commercial Bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/their bids.

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

(i) the tender is not accompanied by requisite EMD or exemption from EMD is claimed without submission of acceptable proof of exemption, if applicable;

(ii) the validity of the offer is less than the validity stipulated in the tender;

(iii) the offer does not meet the Pre-qualification criteria of the tender;

(iv) the bidder submits conditional offer/impose own terms and conditions/does not accept tender terms and conditions of the tender in full;

(v) It is not accompanied by Company Registration Certificate, if applicable;

(vi) It is not accompanied by Power of Attorney, if applicable, as given under point the 3.B.(XI), mentioned above;

(vii) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

(viii) The bid departs from the essential requirements specified in the bidding document.

(ix) Against a schedule in the list of requirements in the tender enquiry, the bidder (s) has not quoted for the entire requirement as specified in that schedule.

24. **Duly filled Checklist of Documents to be uploaded (Annexure -G).**

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

(a) The bidder provides misleading or false information in the statements and documents submitted,

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

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

25. Amendment to SMP Kolkata Tender Document:

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

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

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

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

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3. SCOPE OF WORK:

A. **Brief description:** KP Lock is operated by a pair of leaf type gates at the outer end of the Lock Barrel and another pair of leaf type gates at the Inner end of the Lock Barrel. Each such leaf type gate is driven by a pair of Oil Hydraulic Ram Cylinder Assembly. One such assembly arrangement being operated during opening of the leaf type gate and the other during closing of the leaf type gate. Thus, for four such gates, there are eight Ram Cylinder Assemblies.

In addition to the above mentioned 8 Ram Cylinder Assemblies, 2 nos. spare Ram cylinder assemblies are maintained to address any defects, if found in any of the working cylinder. For replacing of defective Ram cylinder Assembly, the same is first removed from the pit and repaired spare one is placed at the pit with the help of Floating Crane. For placing the floating crane at the site of Work (lock barrel) lock shut down is required for 8 hrs.

As Ram Cylinder Assembly is a critical item of the lock gate operating system, spare ram cylinder Assembly is required to be kept ready, so that in the event of failure of any cylinder the same can be replaced with the spare one. Thus when a defective Ram Cylinder is taken out (by replacing with ready spare cylinder) . the same is required to be repaired and kept as spare, and thus the cycle continues.
Out of the Total 10 Nos of Hydraulic Ram Cylinder (8 Nos. Active and 2 Nos. of Ready Spare), 5 Nos. of Ram Cylinder are having Oil Feed Port, Block and Anchoring Arrangement etc. on one side only – which is needed to be modified by making additional feed port, Block and Anchoring Arrangement on the other side, so that the same modified Cylinder could be used for both Left as well as Right Hand Side arrangements. Copy of Drawing No. 109554E and Drawing No. OE3742 are enclosed as **ANNEXURE -N,** for reference.
Detailed Scope of Work is Given below:

B. **Scope of Work & Description of Work items**:

1. **Removal of defective Ram Cylinder Assembly from the Lock Gate operating system at site and their dismantling:** The job includes:- Removal of Driving Chains, removal of defective Ram Cylinder Assembly from the Lock Gate operating system at site and their full dismantling.
2. **Refitting of Ram Cylinder Assembly with spare one into the Lock Gate operating system and commissioning of the gate:** Refitting of Ram Cylinder Assembly with spare one into the Lock Gate operating system and commissioning of the gate. Spare Hydraulic Ram Cylinder would be provided by SMPK.
3. **Repair of cylinder:**
    a. Honing of dismantled cylinder.
    b. Replacement of all seals (to be supplied by Contractor) with new equivalent one of the dismantled Ram Cylinder assembly, as per drawing no. OE/3742 and E&D109554AB. Dimension of the existing seals are given below:

(i)Bearing strip: 25mm X 2.5mm X 1600 mm long
(ii)O-ring: 481.46 mm ID X 6.99 mm
(iii)Rot seal: 440 mm X 480 mm X 30 mm
(iv)Wiper: 440 mm X 470 mm X 25 mm

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The above dimension is only for reference, the contractor needs to replace the sea with new equivalent ones , so that the cylinder can withstand Test Pressure of 158 kg/sq.cm. without any leakage of Oil.

c. Replacement of Hexagonal Head Screw along with spring washer with supply of material by the contractor.
d. Replacement of Bolts & nuts of back end pulley brackets and Ram end Pulley Assembly with supply of material by the contractor.
e. Assembling of Ram Cylinder followed by pressure testing at 158 kg/sq.cm. The working pressure of Lock Operating system is 20 to 70 kg./sq.cm.

Arrangements of transportation & handling of the Damaged Cylinder from Dock Area for repair purpose and transportation of Repaired Cylinder to DBM section has to be carried out by the contractor at his own cost.

4. **Chrome plating of Ram:** Chrome plating of Ram, to be carried out if recommended by IRS System and Solution Pvt. Ltd., during inspection of Repaired Hydraulic Ram Cylinder.
5. **Replacement of Gland Assembly:** Replacement of Cylinder Gland and Cylinder Gland cover with newly manufactured one conforming to the new gland seal with supply of material by the contractor (to be supplied by Contractor).
6. **Modification job of Cylinder:**
   a. One feed port to be made opposite side of the existing one in the existing Cylinder (manufactured as per Drawing No. 109554E), as per drawing no. OE3742.
   b. One Block to be made opposite side of the existing one in the existing Cylinder (manufactured as per Drawing No. 109554E), as per drawing no. OE3742.
   c. One anchoring arrangement to be made opposite side of the existing leg in the existing Cylinder (manufactured as per Drawing No. 109554E), as per drawing no. OE3742.

Post Modification job Cylinders, both Oil Feed Port are to be tested at test pressure of 158 kg/sq.cm for Oil Leakages.

The items of work envisaged within the scope of the instant tender is tabulated below:

Sl. No.	Description of Works
1	Removing of defective Ram Cylinder Assembly from the Lock Gate operating system at site and their dismantling.
2	Refitting of Ram Cylinder Assembly with spare one into the Lock Gate operating system and commissioning of the gate
3	Repair of cylinder
4	Chrome plating of Ram
5	Replacement of Gland Assembly
6	Modification job of Cylinder

SMPK would provide the following items :

i) **Crane Vessel:** SMPK would Provide Crane Vessel for the work mentioned under sl. No. 1 & 2 of Scope of Work & Description of Work items only (detailed above), at free of cost.

Working hour of Crane Vessel is between 8 AM to 4 PM i.e., total availability 8 hours in a day including its maneuvering from berth to berth, on work days – depending upon its availability.

ii) **Power Supply**: Electricity will be provided free of cost from nearest available source for carrying out the works at SMPK site, if necessary. However, required cable from the nearby Electricity Source has to be arranged by the Contractor at his own cost.

iii) **Use of Space:** SMPK would provide space near the Damaged Ram Cylinder to keep the materials, spare, tools & tackles, manufactured new items related to breakdown repair, only during the work mentioned under Sl. No.1 & Sl. No. 2 under Scope of Work, at free of cost , if required by the contractor. However, on completion of each repair work or termination of the contract, the Contractor shall have to clear away all their tools, plants, rubbish and other materials, within a fortnight and hand over vacant and peaceful possession of the same to SMP, Kolkata, in a tidy and clean condition. The contractor or his employees shall not use the premises, if 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.

iv) **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.

v) Water and Toilet facility, as available within the premises, shall be extended to the Contractor's men free of cost.

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4. SPECIAL CONDITIONS OF CONTRACT:

1. **Terms of Payment:** For each occasion of repair of Ram Cylinder Assembly as per the item(s) mentioned in the Scope of Work & BoQ, separate Part Order will be issued mentioning therein the details of work to be carried out. Against each such work order, 100% amount will be paid after completion of each item of work as mentioned in the said work order to the entire satisfaction of SMPK's representative and subjected to submission of Work Done Certificate certified by EE(Docks-KPD) or his representative, Inspection report from IRCLASS System and Solution Pvt. Ltd., replaced items etc. GST as applicable, would be payable extra.

2. **Indemnity Bond:** For each occasion, the successful Tenderer shall have to execute an Indemnity Bond of Rs. 10 Lakhs on a non-judicial stamp paper of at least Rs.50/- in the format of SMPK before taking any major component like Hydraulic Cylinder out of premises of SMPK for repair.

3. **Testing :** For the purpose of inspection and pressure testing is to be carried out by IRCLASS System and Solution Pvt. Ltd. in presence of SMPK's representative. IRCLASS System and Solution Pvt. Ltd. is to be appointed by the contractor. Cost towards inspection to be carried out by IRCLASS System and Solution Pvt. Ltd. will be borne by the contractor and the necessary arrangement for inspection at contractor's workshop/SMP site to be made by the contractor at his own cost. Necessary Communication in this regard have to be made to IRCLASS System and Solution Pvt. Ltd. by the contractor. For invitation of presence of SMPK representative during the time of Testing /inspection, prior intimation of at least 2 working days to be given.

4. **Completion Period:**

Sl. No.	**Description of work**	**Completion Period**
1	Removing of defective Ram Cylinder Assembly from the Lock Gate operating system at site and their dismantling, as per Sl. No. 1 of Scope of Work.	8 hours in the particular day (from 0800 Hrs to 1600 Hrs) of Site Clearance.
2	Refitting of Ram Cylinder Assembly with spare one into the Lock Gate operating system and commissioning of the gate, as per Sl. No. 2 of Scope of Work.	8 hours in the particular day (0800 Hrs to 1600 Hrs) of very next day of removing of the cylinder.
3	Repair of cylinder, as per Sl. 3 of Scope of Work.	**21** days from the date of placement of specific separate work order as detailed above in clause 1 of SPECIAL CONDITIONS OF CONTRACT.
4	Chrome plating of Ram, as per Sl. 4 of Scope of Work.	Additional **15** days over and above the original completion time for repair of Cylinder, for each ram cylinder (if the job is required to be carried).
5	Replacement of Gland Assembly, as per Sl. 5 of Scope of Work.	Additional **7** days over and above the original completion time for repair of Cylinder, for each ram cylinder (if the job is required to be carried).
6	Modification job of Cylinder, as per Sl.	Additional **10** days over and above the original

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	6 of Scope of Work.	completion time for repair of Cylinder, for each ram cylinder (if the job is required to be carried).

No additional time for transportation of the Damaged Cylinder from Dock Area for repair purpose and transportation of Repaired Cylinder to DBM section would be given. The same has to be carried out within the permissible time period given for Repair of cylinder , as per Sl. 3 of Scope of Work.

The work shall have to be completed within stipulated days/time as mentioned above. Any disruption/stoppage of work due to operational urgency of SMPK or non-availability of crane vessel shall not be counted while calculating the completion period. However, such disruption/stoppage of work has to be recorded in the Hindrance Register to be maintained by the contractor to be countersigned by the representative of Executive Engineer (Docks-KPD).

5. **Mode of Payment**: All payment will be made through Electronic Clearance System (ECS). To facilitate payment through ECS, the tenderers will have to furnish the following information. The account shall have to be with a bank within the ECS zone prescribed by the RBI.
   i) Name of the bank with Code No.
   ii) Name of the Centre.
   iii) Name of the Branch with Code No. :
   iv) Bank Account No.
   v) Type of Account : Saving/Current/Cash Credit (Strike out whichever is not applicable).
   vi) MICR Number/IFSC Code.

Contractor also have to register itself in EBS portal (https://portebs.indianpcs.gov.in/ebs-portal) with requisite detail , for payment of bills. Without registration in EBS Portal no payment can be processed.

6. **Guarantee period:** The successful tenderer must give guarantee regarding quality of materials, workmanship in respect of any leakage from replaced manufactured items for a period of **six months from the date of installation or 12 months from delivery** of each repaired Cylinder, whichever is earlier.

7. The contractor shall make good at his own cost and arrangements of all defects, due to faulty design, materials and workmanship, which may arise during the period of six months from the date of installation or 12 months from delivery of each repaired Cylinder, whichever is earlier. 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, SMPK will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as security deposit so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit, the Contractor shall pay the balance to the SMPK forthwith on demand.

8. **Duration of Contract:** The Contract would be for **3 (three) years**, from the date of placement of Work order.

9. **Penalty:** If the successful tenderer is unable to complete the work within stipulated time as mentioned in the **point no 4 above**, the contractor is liable for a penalty of amount equal to

KDS SMPK

1% of total Value against that particular part Order (refer to Point No. 1 above) for each day of delay –– subjected to Maximum Delay of 60 Days beyond the stipulated time. The penalties shall be deducted from the Contractor's Bill against that particular work order.

However, beyond the delay of 60 Days, if the successful tenderer is still unable to complete the work, SMPK may cancel the contract with forfeiting the entire security deposit.

10. All replaced spares and scrap materials arising out of the repairs would be required to be delivered to DBM section at his own cost and arrangement of the contractor.

11. 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.

12. The quantities mentioned in the BOQ is for evaluation purpose only, however payment will be made on actual work done.

13. **PERFORMANCE GUARANTEE (Security Deposit):** PERFORMANCE GUARANTEE (Security Deposit): The successful tenderer has to deposit **5% of the total contract** value as Performance Guarantee, for the due fulfillment of the contract, within 21 days from the date of issuance of the Work Order. Performance security may be furnished in the form of Insurance Surety Bond, Account Payee Demand Draft, Bank Guarantee issued/ confirmed from any of the scheduled banks in India having branch in "Kolkata" and payable at "Kolkata", in the form annexed hereto, safeguarding the Procuring Entity's interest in all respects.
In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project. Performance security should remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the contractor, including successful completion of Guarantee Period. Performance security would be refunded to the contractor without interest after the completion of Guarantee Period, subjected to successful completion of work. Before the Performance security is released a "No Claim Certificate" shall be furnished by the contractor as per the format given. The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.

14. Material Test Certificate from NABL approved Test House is to be provided with the manufactured item supplied by the firm. For the testing purpose sample of material to be collected in presence representative of SMP, Kolkata and deposited to testing lab. The necessary arrangement for collection of material sample for test purpose at contractor's workshop/ SMP, Kolkata site to be made by the contractor at his own cost.

15. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist (in case it has not been specifically mentioned in Scope of Work).

16. **FORECLOSURE OF CONTRACT:** The SMPK would have the right to foreclosure the said Contract or its part thereafter prematurely, during any time during the contract period of

KDS.SMPK

3 years , giving 1 month prior intimation to the contractor. In that case the decision of SMPK would be final. SMPK shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

17. Certificate and inspection report from IRCLASS System and Solution Pvt. Ltd. for Pressure Testing, Seal etc. to be submitted by the contractor at his own cost. Also, valid Calibration certificate of Pressure Gauge of Pressure Testing Equipment are to be submitted with Work Done Certificate.

18. **Damage and loss to private property & injury to workmen:** The contractor shall at his own expenses reinstate and make good to the satisfaction of SMPK and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of SMPK (or Agents/servants or employees of SMPK), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMPK against all claims enforceable against SMPK (or any Agent, servant or employees of SMPK) or which would be so enforceable against SMPK where SMPK 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.

19. The Contractor shall arrange all necessary tools, tackles, equipment, measuring & testing equipment etc. required for commissioning of the work & maintenance work thereafter at no extra cost to SMPK.

20. All other terms and condition not mentioned separately would be governed by SMPK's General Conditions of Contract enclosed with this Tender Document.

21. **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. for proper/ smooth execution of this tender work.

22. 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.

23. The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition. The contractor shall provide PPE's (Personal

KDS,SMPK

Protective Equipment) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by the Engineer. All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes. Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipment shall comply with the relevant safety codes. Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear are to be provided by the successful contractor to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

24. **LOCAL CONTENT DECLARATION & SELF CERTIFICATION:** The bidders must upload Local Content Declaration & Self Certification under letter head of the bidder as per **ANNEXURE-L** of this tender document, failing which their bid is liable for rejection.

25. **Tender Condition regarding Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144 (xi) of General Financial Rules 2017.**

A. <u>PREFERENCE TO MAKE IN INDIA</u>

i. The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.

ii. Bidders shall submit Declaration and self- certification as per **ANNEXURE-I** in their technical bid duly filling up all the blanks.

B. **<u>Restrictions under Rule 144 (xi) of General Financial Rules 2017 [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019 PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE.</u>**

i. Bidder from a country sharing land border with India: As per the OM No. F6/18/2019-PPD dated 23.07.2020, and as amended / clarified from time to time, issued from Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India, any bidder from a country which shares land border with India will be eligible to bid only if the bidder is registered with the competent Authority as mentioned in the office memorandum. In this regard, the bidder has to submit a Declaration under their letterhead as per **Annexure-H.**

26. **Termination of Contract :-** SMPK at its sole discretion may terminate the contract without any notice, if the contractor fails to deliver items within 10 weeks after expiry of stipulated period for supply of Anchor Chain and accessories forfeiting the entire Security Deposit.

27. Any insurance coverage shall have to be arranged by the contractor at his own cost & liability.

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28. **Security and Safety**: SMPK would provide general security to the entire dock premises by Central Industrial Security Force (CISF) as is in existence now. SMPK is covered by ISPS code. The contractor shall have to arrange for further security for their stock etc., if considered necessary, at their own cost in terms of ISPS code. Any insurance coverage on this account shall also have to be arranged by the contractor at their own cost and liability. The contractor shall at his own cost protect, support and take all precaution with regard to the personnel, structure, services or properties belonging to the Trustees 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 execution of the contract.

29. **Damage and loss to private property & injury to workmen**: The contractor shall at his own expenses reinstate and make good to the satisfaction of SMPK and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of SMPK (or Agents/servants or employees of SMPK), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMPK against all claims enforceable against SMPK (or any Agent, servant or employees of SMPK) or which would be so enforceable against SMPK where SMPK 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.

30. **Execution of Agreement:** An Agreement shall have to be executed by the successful tenderer at his expense **within 21 days** from the date of issuance of Order letter on non-judicial stamp paper of at least Rs. 100/- as per format enclosed with the General Conditions of Contract. The contract Agreement shall include amended final tender document, pre-bid queries, if any, various correspondences between the successful bidder and SMPK during tendering stage, written approval by the SMPK authorities amended to the contract agreement, SMPK's order, the written acceptance of receipt of SMPK's order by the successful bidder and any other conditions as agreed upon by the SMPK and the successful bidder. The cost of stamping Agreement must be borne by the Successful bidder (s).

31. For all other Terms & Conditions including 'Risk Purchase'', the GCC (Volume-II) of SMPK, will be applicable.

KDS SMPK

BOQ for the work of "Rate Contract for Break Down Repair of Hydraulic Ram Cylinder Assembly of KP Lock Gate operating Machinery for a period of 3 years"

Tender Inviting Authority: CHIEF MECHANICAL ENGINEER

Name of Work: Rate Contract for Break Down Repair of Hydraulic Ram Cylinder Assembly of KP Lock Gate operating Machinery for a period of 3 years

Contract No: SMP/KDS/Mech/EE(Docks-KPD)/ADV/729 dt.11.05.2026

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	Removing of defective Ram Cylinder Assembly from the Lock Gate operating system at site and their dismantling	5	No	52,025.00	2,60,125.00	Two Lakh Sixty Thousand One Hundred Twenty Five Only
2	Refitting of Ram Cylinder Assembly with spare one into the Lock Gate operating system and commissioning of the gate	5	No	52,025.00	2,60,125.00	Two Lakh Sixty Thousand One Hundred Twenty Five Only
3	Repair of cylinder as per Scope of Work	5	No.	5,20,250.00	26,01,250.00	Twenty Six Lakh One Thousand Two Hundred Fifty Only
4	Chrome plating of Ram as per Scope of Work	5	No.	1,04,050.00	5,20,250.00	Five Lakh Twenty Thousand Two Hundred Fifty Only
5	Replacement of Gland Assembly as per Scope of Work	5	No	83,240.00	4,16,200.00	Four Lakh Sixteen Thousand Two Hundred Only
6	Modification job of Cylinder as per Scope of Work	5	No	62,430.00	3,12,150.00	Three Lakh Twelve Thousand One Hundred Fifty only
				Total	43,70,100.00	Forty Three Lakh Seventy Thousand One Hundred Only
			Percentage Quoted Rate (NOT TO BE QUOTED HERE)	Select [Excess (+) or Less (-)] in percentage	Total Quoted Rate in Figures (NOT TO BE QUOTED HERE)	Total Quoted Rate in Words (NOT TO BE QUOTED HERE)

•Percentage rate to be quoted by Tenderer.
•Evaluation will be made on the percentage rate quoted.

QUOTED AT PAR ….....
QUOTED BELOW PAR ….....

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QUOTED ABOVE PAR ….....

*GST will be payable extra as applicable.

•The Quantity mentioned in the BOQ on the basis of Scope of Work and only for evaluation purpose. **Quantity mentioned in the BOQ may be varied keeping the same total estimated value. However, Payment will be made on actual work done basis.**

•The Tenderer shall have to indicate the percentage rate, being either at par, or below par or above par at a given percentage applicable for all the items irrespective of the quantum to be actually executed in the BOQ in Excel format uploaded in the CPP portal.

•The Tenderer should clearly specify in the appropriate place below as to whether they are quoting at par or below par or above par. In case it is below or above par, the percentage should be indicated both in figure and word in the appropriate space given below.

Signature of the Tenderer with date ……

Name of the Tenderer …..……

Designation of the Tenderer..……..

Seal of the Tenderer……

Address of the Tenderer .……

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ANNEXURE -A

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

Covering Letter for submission of Tender

Ref. No: …… Date: …….

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

Dear Sir,

We, ……..(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for … (NIT No.)……dated……and confirm that we unconditionally accept all the terms and conditions of the tender and the Addendum (if issued).

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

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

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

5. We also certify the following:

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

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

6. We declare that:

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

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

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

Thanking you,
Yours faithfully,

Signature of Tenderer…….

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Name: ……
Designation: ……
Date: ……
Seal of the tenderer……

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ANNEXURE-B

Profile of the Tenderer

Name : ……

Country of incorporation	
Address of the corporate headquarters and its branch office(s), if any in India	
Date of incorporation and commencement of business	

Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

Details of individual(s) of the tenderer who will serve as the point of contact/ communication with Syama Prasad Mookerjee Port, Kolkata :

Name	
Designation	
Company	
Full Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Details of Authorized Signatory of the tenderer:

Name	
Designation	
Company	
Address	
Telephone no (Land line and mobile)	
E-Mail Address	
Fax Number	

Signature of the Tenderer **Date ……..**

Office seal of the Tenderer

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ANNEXURE -C

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

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

Ref. No…… Date ……..

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

Dear Sir,

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

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ANNEXURE- D

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
SCHEDULE – "O"

Tenderers must fill in the undernoted column:

Sl. No.	Full particulars of similar works carried out by Tenderer	Value of work in Rs.	Contract completion time	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.								
2.								
3.								

Attach additional sheet(s), if required.

Signature of Tenderer…….
Name: ……
Designation: ……
Date: ……
Seal of the tenderer……

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SCHEDULE – "O"

Sheet – 2

The Tenderers 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. :

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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 :

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SCHEDULE – "O"

Sheet – 4

C. In case of an Individual:

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

DATED, the……

Signature of Tenderer

KDS,SMPK

ANNEXURE- E

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

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

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

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

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

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

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

DEPONENT

Identified by me.

KDS,SMPK

ANNEXURE- F

Indemnity Bond for exemption under ESI ACT

(On the Rupees Fifty Non-Judicial Stamp Paper of worth 50/-)

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

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

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

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

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

(Signature of the Indemnifier)

Surety-I:
Signature:……
Name :…….
Address : …….

Surety-II:
Signature: ……
Name : …….
Address : …….

Witnesses :
Signature: ……..
Name: …….
Address:……..

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ANNEXURE -G

Checklist for Documents to be Uploaded

[Bidder to submit this document completely filled up for evaluation of its offer]

Name of the Firm:

Sl. No.	Documents to be uploaded as per instructions of NIT		Details of Documents as Uploaded	Please tick(√) if submitted and cross (x) if not submitted
1	Earnest Money(details of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. with date or NSIC No. with validity period, if applicable, to be mentioned here)			
2	Tender Fee(details of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. with date or NSIC No. with validity period, if applicable, to be mentioned here)			
3	Valid Udyam registration certificate for Micro and Small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME)			
4	PAN No.			
5	Trade License Details			
6	ESI Regn. No. (If registered)			
7	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)			
8	PF Regn. No.			
9	GST Regn. certificate No.			
10	Professional Tax Clearance Certificate			
11	Undertaking (Annexure-C) Uploaded (Yes/No)			
12	Covering letter Uploaded (Yes/No)			
13	Schedule 'O' Uploaded (Yes/No)			
14	Status of Tenderer (i.e. Pvt. Ltd./Partnership/Proprietorship etc.)			
15	Power of Attorney submitted (Yes/No)			
16	TDS including 26AS in support of authentication of submitted credential			
17	Company Registration Certificate, if applicable.			
18	Financial Turnover (Average of Last 3 year turnover shall be 30% of the Tender value)	FY: 2024-25		
		FY: 2023-24		
		FY: 2022-23		
19	Details as required for ECS Payment [Scanned copy of unissued cheque is to be uploaded.]	Name of Bank with Code		
		Branch Name		
		Type of A/C		
		A/C no.		
		MICR Code		
		IFSC No.		

Note: No field is to be left blank.

Signature of Tenderer……

Name: ……

Designation: ……

Date: ……

Seal of the tenderer……

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ANNEXURE-H

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

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir,

Ref: Your Tender No._____dated _____

I/We, the undersigned,_____(full name), do

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23rd July2020 & 24th July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s._____(name of bidder entity)

   a) is not from such a country. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. **OR,**

   b) **is from such a country** (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached)
3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/ We submit the proof of registration herewith [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s._____(name of bidder

KDS.SMPK

entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144
(xi) of the General Financial Rules (GFR's),2017.

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

Executed at_____On this the____day of_____By Authorized Signatory.

(Signature and

Name) Seal of

the Bidder

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

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ANNEXURE -I

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

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

Reference No. **Date**

Name of Work: _____.

TENDER NO.: NIT No. _____ dated _____

Name of the Bidder, ……. submitting the Bid:

Address: ……

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

Sir / Madam,

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

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

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

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

ii)

iii)

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

Date: Signature:

Place: Name of the Authorised Signatory:

Designation:

Official Seal of the Firm:

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ANNEXURE-J

FORMAT OF POWER OF ATTORNEY

FORMAT FOR PROVODING POWER OF ATTORNEY, FOR AUTHORISING THE AUTHORISED SIGNATORY, SUBMITTING THE BID, ON BEHALF OF THE BIDDER (INDIVIDUAL FIRM)

(To be executed before Notary Public on a Non-Judicial Stamp Paper of worth not less than ₹ 100.00)

POWER OF ATTORNEY (POA)

No. Date:

I / We..... (Name/s of the competent authority of the company to issue POA) do hereby appoint and authorize Mr. / Ms …….
.....(Name & designation of authorized person) who is presently employed with our company …… (Name of the company & address) and whose signature is given below, to be the true & lawful attorney, and is authorized on behalf of the Company to do all or any of the act, to sign & upload the Bid Documents, against **Tender No.: _____ dt. _____,** in connection with the work related to "_____" (Name of the Work) , and to sign & execute other documents / Agreements and to participate in meeting / respond against queries / conduct negotiations and to submit information / documents and shall be binding on the company for all the rights and obligations in relation to and in pursuant to the above tender, issued by Syama Prasad Mookerjee Port, Kolkata.

In short, he / she is fully authorized to do all, each and every act requisite for the said purpose concerning the Company and the company hereby agrees to confirm and ratify all and every act or thing or any documents / agreements executed by our said attorney within the scope of the authority hereby conferred on him / her and the same shall be binding on the Company.

(*Signature and name of authorized signatory being given Power of Attorney*)

Signature:
Name: **Designation:**

(*Signature and name of the competent authority of the company to issue POA*)

Signature of Executants/s:

Name:

Designation: **Seal of Firm / Company**

(*Signature and name of the witnesses*)

Witness-1	Witness-2
Signature:	Signature:
Name:	Name: .....
Address : ……..	Address: ……

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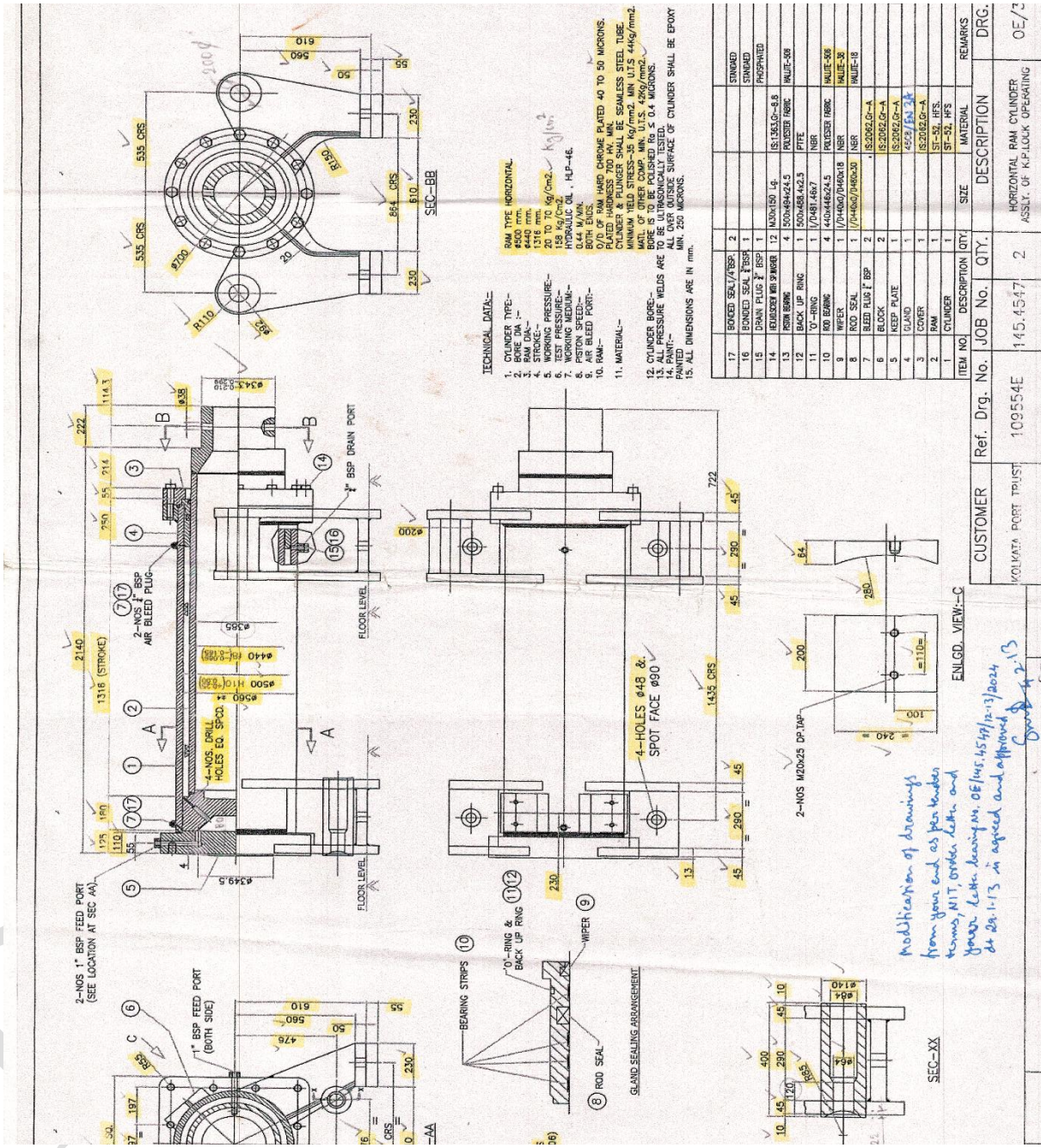
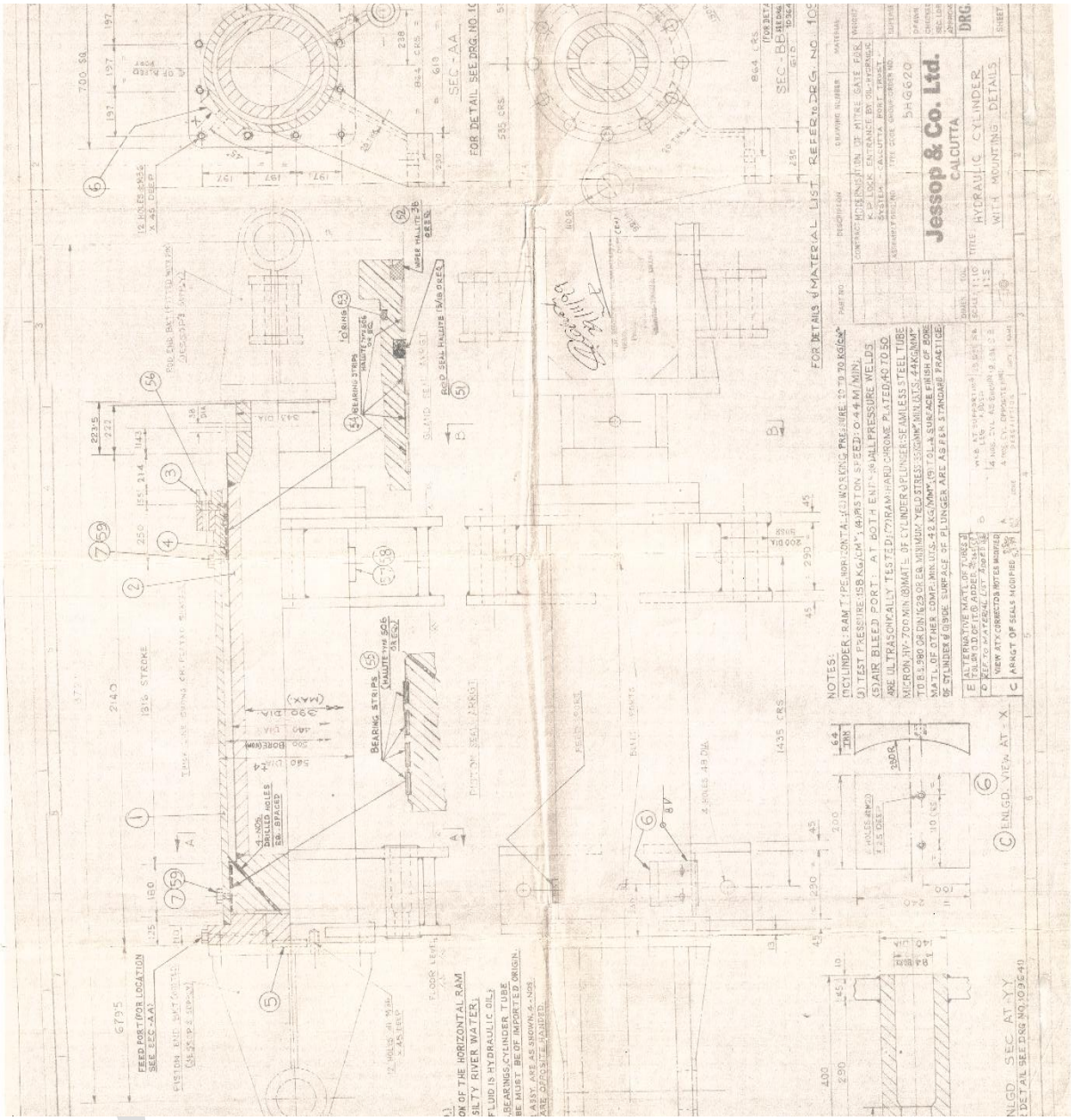
ANNEXURE – K


CUSTOMER
KOLKATA PORT TRUST
Ref. Drg. No. 109554E
JOB No. 145.4547
QTY. 2
DESCRIPTION
HORIZONTAL RAM CYLINDER ASSLY. OF K.P.LOCK OPERATING
DRG. NO. OE/13
ITEM NO. DESCRIPTION QTY. SIZE MATERIAL REMARKS
1 CYLINDER 1 ST-52, HFS
2 RAM 1 ST-52, HFS
3 COVER 1 IS:2062,Gr-A
4 GLAND 1 4508/EN 24
5 KEEP PLATE 1 IS:2062,Gr-A
6 BLOCK 2 IS:2062,Gr-A
7 BLEED PLUG 1" BSP 2 IS:2062,Gr-A
8 ROD SEAL 1 (/0440x0/0460x20 NBR HALITE-18
9 WIPER 1 (/0440x0/0460x18 NBR HALITE-36
10 ROD BEARING 4 440x446x24.5 POLYESTER FABRIC HALITE-606
11 'O'-RING 1 (/0481.46x7 NBR
12 BACK UP RING 1 500x468.4x2.5 PTFE
13 PISTON BEARING 4 500x494x24.5 POLYESTER FABRIC HALITE-609
14 HEXAGON HD SP.WASHER 12 M.D.x150 Lg. IS:1363,Gr-8.8
15 DRAIN PLUG 2" BSP 1 PHOSPHATED
16 BONDED SEAL 2"BSP 1 STAMPED
17 BOXED SEAL/A'BSP. 2 STAMPED
TECHNICAL DATA:-
1. CYLINDER TYPE- RAM TYPE HORIZONTAL.
2. BORE DIA :- ø500 mm.
3. RAM DIA:- ø440 mm.
4. STROKE:- 1316 mm.
5. WORKING PRESSURE- 20 TO 70 Kg/Cm2.
6. TEST PRESSURE- 150 Kg/Cm2.
7. WORKING MEDIUM- HYDRAULIC OIL , HLP-46.
8. PISTON SPEED- 0.44 M/MIN.
9. AIR BLEED PORT- BSP, 2 NOS.
10. RAM:- O/D OF RAM HARD CHROME PLATED 40 TO 50 MICRONS. PLATED HARDNESS 700 HV. MIN. CYLINDER & PLUNGER SHALL BE SEAMLESS STEEL TUBE. MINIMUM YIELD STRESS-35 Kg/mm2. MIN U.T.S. 44Kg/mm2.
11. MATERIAL:- MATL OF OTHER COMP. MIN. U.T.S. 42Kg/mm2.
12. CYLINDER BORE:- BORE TO BE HONED FINISH ≤ 0.4 MICRONS.
13. ALL PRESSURE WELDS ARE TO BE ULTRASONICALLY TESTED.
14. PAINT:- ALL OVER OUTSIDE SURFACE OF CYLINDER SHALL BE EPOXY PAINTED MIN. 250 MICRONS.
15. ALL DIMENSIONS ARE IN mm.
SEC-BB
SEC-AA
SEC-XX
ENLGD. VIEW:-C
2-NOS 1" BSP FEED PORT (SEE LOCATION AT SEC AA)
1" BSP FEED PORT (BOTH SIDE)
2-NOS 1" BSP AIR BLEED PLUG
1" BSP DRAIN PORT
4-NOS. DRILL HOLES EQ. SPCD.
4-HOLES ø48 & SPOT FACE ø90
2-NOS M20x25 DP.TAP
FLOOR LEVEL
BEARING STRIPS
'O'-RING & BACK UP RING
WIPER
ROD SEAL
GLAND SEALING ARRANGEMENT
1316 (STROKE)
2140
1435 CRS
535 CRS
864 CRS
Modification of drawings from your end as per tenders terms, NIT, order letter and your Lett. dearing no. OE/145.4547/12-13/2024 dt 29.1.13 in agreed and approved



ANNEXURE -L

The Board of Major Port Authority of Syama Prasad Mookerjee Port, 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 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 ANNEXE D with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

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

(Repeat in words) .....

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

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

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

_____

Dated : (Signature of Bidder with Seal)

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

ANNEXURE - M

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

[To be submitted on Non-judicial Stamp Paper of worth not less than ₹ 50.00]

To

KDS.SMPK

The Board of Major Port Authority,

for Syama Prasad Mookerjee Port, Kolkata (SMPK)

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

Name of Issuing Bank.....

Name of Branch..... ……

Address.....

In consideration of the **Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK),** a body corporate – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as "**The Board**" or "**SMPK**") having awarded to Shri / Messrs ……., a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as "**The Contractor**", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of SMPK's Work Order/LOI/LOA No. …….. dated ……. for **……..**" against Tender vide **NIT No. ……** (hereinafter referred to as "**the said contract**") and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for ₹ (Indian Rupees) only, for the faithful and satisfactory performance of the entire Contract.

We, ...Bank,..... Branch, Kolkata ...../Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹……. (Indian Rupees…….) only.

We, Bank, ...Branch, Kolkata ... ./Haldia, 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 ...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to SMPK within a week from the date of 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 be any dispute between the Contractor and Board, this would be no ground for us, ... (Name of Bank), ... Branch, Kolkata ..../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, ...Branch, Kolkata..... ...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

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

KDS SMPK

that the Bank Guarantee 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 it shall continue to be enforceable till all the dues of SMPK under and/or by virtue of the terms and conditions of the said Contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Board 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 upto and inclusive of .....day of..... ..202.....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 upto.....or any extension thereof made by us, ...Branch, Kolkata /Haldia,in further extending the said validity period of this Bank Guarantee on Non-judicial Stamp Paper of appropriate value, as required / determined by SMPK, only on a written request by SMPK to the Contractor for such extension of validity of this Bank Guarantee.

3. We, ...Bank,. ... ...Branch, Kolkata /Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Board shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Contract or to extend the time for full performance of the said Contract including fulfilling all obligations under the said Contract by the Contractor or to postpone for any time or from time to time any of the powers exercisable by the Board against the Contractor and to forebear or enforce any of terms and conditions relating to the said Contract and We,.. ... ...Bank, ...Branch, Kolkata /Haldia, shall not be relieved from our liability by reason of any such
variation or extension being granted to the Contractor or for any forbearance act or commission on the part of SMPK or any indulgence by SMPK 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, ...Bank, ...Branch, Kolkata……../Haldia.

4. We, ……Bank,……. Branch, Kolkata /Haldia do also agree that SMPK at their option shall be entitled to enforce this Guarantee against us ....Branch, Kolkata ... ./Haldia 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.

5. We, ...-. ... ...Bank, ...Branch, Kolkata /Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of SMPK in writing.

6. 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 /HALDIA
Mobile No.:
E-mail ID:

KDS SMPK

(OFFICIAL SEAL OF THE BANK)

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

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

KDS,SMPK

ANNEXURE- N

Syama Prasad Mookerjee Port, Kolkata
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made this ……..day of……200……between the Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata, a body corporate - duly constituted under the Major port Authority Act, 2021), (thereinafter called "Board" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and

……
……(hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

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

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

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

The Seal

of……
……..

Was hereunto affixed in the presence of:
Name
……..
Address
……...
……
…….

Or

SIGNED, SEALED AND DELIVERED

by the said
……..

In the presence of:

Name
……..

Address:
…….

……
……

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

Name……

Address: ……...

KDS,SMPK

KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM &

HALDIA DOCK COMPLEX

GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	**…**	**GC 1**
2.	DEFINITION	**…**	**GC 2 – GC 3**
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	**…**	**GC 3 – GC 5**
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	**…**	**GC 5 – GC 9**
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	**…**	**GC 9 – GC 14**
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	**…**	**GC 14 – GC 17**
7.	TERMS OF PAYMENT	**…**	**GC 18 – GC 20**
8.	VARIATION AND ITS VALUATION	**…**	**GC 20 – GC 22**
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	**…**	**GC 22 – GC 24**

KDS,SMPK

10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	**…**	**GC 24 – GC 25**
11.	INTERPRETATON OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	**…**	**GC 25 – GC 27**
12	FORMS GC-1, GC-2 , GC-3		
13	FORM OF AGGREMENT		
14	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15	INTEGRITY PACT DOCUMENT: PROFORMA		
16	ADDENDUM		

GC - 1

AMENDMENT

TO GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			**AS AMENDED**		
Estimated Value of Work	**Amount of Earnest Money**		**Estimated Value of Work**	**Amount of Earnest Money**	
	For Works Contract	**For Contract of Supplying Materials or Equipment only**		**For Works Contract**	**For Contract of Supplying Materials or Equipment only**
Up to Rs.	5% of the	1% of the	Up to Rs.	2% of the	1% of the estimated

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

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

Table under sub-clause (d)

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

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

KDS.SMPK

GC - 2

1. DEFINITIONS

1.0	In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.	
1.1	"Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.	**Employer**
1.2	"Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963	**Chairman**
1.3	"Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	**Contractor**
1.4	"Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.	**Engineer**
1.5	"Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.	**Engineer's Representative**
1.6	"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".	**Works**
1.7	"Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of	**Temporary**

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	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.	**works**
1.8	"Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities.	**Extra works and Excess works**
1.9	"Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.	**Specification**

GC - 3

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

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	Contract.	
1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	"Month" means English Calendar Month.	Month
1.16	"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/ Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work "Cost" shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer's direction on any matter whatsoever.	Engineer's Authority

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GC - 4

2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	*The Engineer shall have full power and authority :* (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same. (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time. (c) to order for any variation, alteration and modification of the work and for extra works. (d) to issue certificates as per contract. (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee. (f) To grant extension of completion time.	Engineer's Power
2.4	*The Engineer's Representative shall :* (i) watch and supervise the works. (ii) test and examine any material to be used or workmanship employed in connection with the work. (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall	Power of Engineer's Representative.

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	comply with his direction in this regard. (iv) take measurements of work done by the contractor for the purpose of payment or otherwise. (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense. (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.	

GC - 5

2.5	*Provided always that the Engineer's Representative shall have no power :* (a) to order any work involving delay or any extra payment by the Trustees, (b) to make variation of or in the works; and (c) to relieve the Contractor of any of his duties or obligations under the Contract.	Limitation of Engineer's Representative 's Power

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2.6	Provided also as follows : (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him. (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision. (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :	The tender must encompass all relevant aspects/ issues.
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	Site & Local condition.
	(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/ Specification/ Nature & extent of work to be

KDS.SMPK

		done.

GC - 6

	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Contractor.
3.2	The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if	Disclosure of Owner's name.

KDS SMPK

	entered into, shall be liable to be cancelled.			
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.			Earnest Money and Security Deposit.
	Estimated Value of Work	Amount of Earnest Money		
		For Works Contract	For Contract of Supplying Materials or Equipment only	
	Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work	
	Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	

GC - 7

	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of SMP, Kolkata or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "SMP, Kolkata" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.	Method of Paying E.M.
	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of	Refund of E.M.

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<table>
<tr><td></td><td colspan="3">Kolkata / Haldia.</td><td></td></tr>
<tr><td></td><td colspan="3">(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 :</td><td>Exemption from E.M. to Regd. Firms</td></tr>
<tr><td></td><td>Class of Registration</td><td>Amount of Fixed Security</td><td>Financial Limit of Each Tender</td><td></td></tr>
<tr><td></td><td>A</td><td>Rs. 25,000/-</td><td>Any tender priced up to Rs.5,00,000/-</td><td></td></tr>
<tr><td></td><td>B</td><td>Rs. 10,000/-</td><td>Any tender priced up to Rs.2,00,000/-</td><td></td></tr>
<tr><td></td><td>C</td><td>Rs. 5,000/-</td><td>Any tender priced up to Rs.1,00,000/-</td><td></td></tr>
<tr><td></td><td colspan="3">(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.</td><td>Tender with-out EM liable to rejection.

Forfeiture of E.M. before Acceptance of offer.</td></tr>
<tr><td></td><td colspan="3">(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.</td><td>E.M. to be converted to part S.D.</td></tr>
<tr><td></td><td colspan="3">(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.</td><td>Mode of recovery of balance S.D.</td></tr>
</table>

KDS, SMPK

GC - 8

	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.	Scale of S.D. recovery.
	For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
	For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- +7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
	For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	
	(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of SMP, Kolkata and payable at Kolkata/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.

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

GC - 9

3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma ANNEXEd hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim	Bank Guarantee in lieu of Cash S.D. in certain cases

KDS,SMPK

	against the Guarantee and/or enforce the same unilaterally.	
3.7	"Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered."	
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts : 1. The Contract Act (India), 1872. 2. The Major Port Trusts Act, 1963. 3. The Workmen's Compensation Act, 1923. 4. The Minimum Wages Act, 1948. 5. The Contract Labour (Regulation & Abolition) Act,1970. 6. The Dock Workers' Act,1948. **7.** The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form ANNEXE hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there by any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power

KDS;SMPK

GC - 10

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

KDS.SMP

	implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.	specification formulated by the Engineer.
4.9	Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.	Contractor to submit his programme of work

GC – 11

	If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.	
4.10	Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Contractor to supervise the works

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

KDS SMP

4.14	The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.	Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.	Fossils, Treasure travois, etc. are Trustees' property
4.16	The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person. (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work. (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials. (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his	Contractor to Indemnify the Trustees against all claims for loss, damage, etc.

KDS, SMP

	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.	
4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property

GC – 13

4.18	The Contractor's quoted rates shall be deemed to have been inclusive of the following : (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required. (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld. (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency. (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary. (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious	Contractor's quoted rates/price must be all inclusive

KDS.SMPK

	disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.	
4.19	Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Contractor.
4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work

KDS, SMPX

GC – 14

4.21	The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the	Contractor to provide facilities to outsiders

	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	Contractor to observe Trustees' working hours

KDS.SMPK

	his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	

GC – 15

5.4	Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.	Contractor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor	

KDS SMPK

	in accordance with the contract, the following conditions shall apply :	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.	Contractor to compensate for loss and damage to Trustees' materials
	(c)The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

GC – 16

	(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	Recovery from Contractor for Trustees' materials under normal circumstances

KDS, SMP

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

KDS:SMPK

GC – 17

5.11	On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is – (a) otherwise provided for in the contract, or (b) necessary by reason of some default on the part of the contractor, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.	Contractor to suspend work on Order from Engineer or his Representative
5.11.1	If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer	

KDS,SMP

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

KDS,SMPK

GC – 18

6.0	**TERMS OF PAYMENT:**	

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

KDS,SMP

GC – 19

6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Contractor to prepare and submit his bills
6.6	At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that – (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,	Advance payment against Non-perishable materials

KDS SMPK

	(iii)	a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,	
	(iv)	the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,	
	(v)	in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,	

KDS,SMPK

GC – 20

	(vi)	in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of	

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

KDS,SMPK

	necessary and the Contractor upon receipt of such an order shall act as follows :	

GC – 21

7.2	(a) Increase or decrease the quantity of any work included in the contract. (b) Omit any work included in the contract. (c) Change the Character or quality or kind of any work included in the contract. (d) Change the levels, lines, position and dimensions of any part of the work, and (e) Execute extra and additional work of any kind necessary for completion of the works	
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated ass revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer'' subsequent written confirmation of such verbal order shall be deemed to be an	Where written order for variation is not needed

KDS,SMPK

	order in writing within the meaning of this clause.	
7.5	(a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.	Payment for extra or additional, or omitted work or substituted work, Engineer's powers
	(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates ad prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.	

KDS,SMPK

GC – 22

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

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

KDS, SMPK

GC – 23

	(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'' or his Representative'' written notice to proceed with the work.	

KDS SMP

	(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.	

GC – 24

8.3.1	Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.	

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

KDS SMPK

GC – 25

9.2	The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 ANNEXEd hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working o using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.	Certificate of final completion
9.3	On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 ANNEXEd hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.	Engineer's decision
10.2	If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who	Chairman's award.

KDS.SMPK

	shall thereupon consider and give a decision.	
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.	

GC - 26

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	

KDS,SMPK

	respect of each item of disputes and respective claim referred to him by each party and give reason for the award.		
10.3.6	The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.		
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.		
10.4	The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.		
10.5		Provided always as follows:	
	[a]	Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.	
	[b]	The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.	

GC – 27

	[c]	Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must	

KDS,SMPK

		be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid. No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.	
	[d]	Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.	
	[e]	The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.	

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:

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

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

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

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

KDS,SMPK

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

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

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

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

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

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

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

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

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

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing,

KDS,SMPK

the same liable to termination by SMP Kolkata. Besides this there would be a penalty of banning business dealings with SMP, Kolkata or damage or payment of a named sum.

ADDENDUM

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

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

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

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

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

KDS SMPK

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.1

Contractor _____

Address **----------**

Date of completion :.....

Dear sir(s),

This is to certify that the following work viz :-

Name of work : ……..

……..

Estimate No. E.E.0……Dt……..

C.E.O……..Dt……..

Work Order No…….

Allocation……

Contract No. ……

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20 ..... in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ week(s) / month(s) / year(s)

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

to _____ day of _____ 20.....

Yours faithfully,

Signature…….

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name…….

Designation……

OFFICE SEAL

KDS,SMPK

Syama Prasad Mookerjee Port, Kolkata

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer

The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work : …….

Estimate No. E.E.O……..dt…….

C.E.O…….dt…….

Work Order No……..

Contract No. ……

Resolution & Meeting No. ……

Allocation : ……

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

Signature…….

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME…….

DESIGNATION…….

OFFICE SEAL

KDS,SMPK

Syama Prasad Mookerjee Port, 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)

KDS,SMPK

ANNEXURE -O

Proforma of Unconditional and Irrevocable Insurance Surety Bond towards Bid Security/EMD.

BID BOND

Ref. No.....

Insurance Surety Bond No…….....

Dated..…….....

To,

Syama Prasad Mookerjee Port, Kolkata
Kolkata Dock System
[*Address of tender Inviting Authority mentioned in tender]*

Sirs,

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

2. We (name of **Indian Insurance Company**) _____,registered under the laws of India having head / registered office at _____and registered with

KDS.SMPK

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

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

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

5. This Insurance Surety Bond shall be irrevocable and shall remain in force upto _____(which includes 45 (forty five) days after the period of bid validity) and any demand/claim in respect thereof should reach the Insurer (through email or registered post or speed post or courier) on or before (Indicate date of expiry of claim period which includes minimum one month period from the date of expiry of this Insurance surety Bond).

6.

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

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

1) Beneficiary Account Name: Syama Prasad Mookerjee Port, Kolkata
2) Bank Name: State Bank of India
3) Branch- Kolkata Main Branch
4) Bank Account Number: 11143631170

KDS SMPK

5) IFSC Code: SBIN0000001

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

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

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

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

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

KDS,SMPK

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

1. The Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non- judicial stamp paper/e-stamp paper as per stamp duty applicable at the place where Insurer is issuing the Insurance Surety Bond.

3. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the bidder. Insurance Surety Bond is not applicable for Foreign Bidders.

4. Insurance Surety Bond can be submitted only if a bidder/contractor is required to submit Bid Security/ Bid Bond in Indian Currency only.

5. The expiry date as mentioned in clause 5 & 6 should be arrived at by adding 45 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

6. The expiry of claim period as mentioned in clause 5 & 8 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

7. **A letter from the issuing Insurer of the Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Tender Inviting Authority at its address as well as email as mentioned in NIT/Tender document, should be attached with the Insurance Surety Bond**.

8. Matter to be mentioned in covering letter to be submitted by Bidder along with insurance surety bond

1	Insurance Surety Bond No.	:		
2	Date of execution of Insurance Surety Bond	:		
3	Expiry date of Insurance Surety bond	:		
4	Expiry date of claim period of Insurance Surety Bond	:		
5	Bidder's Name	:		

KDS.SMPK

6	Insurance Surety Bond Amount	:		
7	Tender No.	:		
8	Nature of Insurance Surety Bond	:	Earnest Money Deposit	
9	Insurer Details			
			Insurer Name :	
			Address :	
			Email Id :	
			Phone No :	

KDS,SMPK

Signature Not Verified
Digitally signed by SUPRIYA KUMAR BISWAS
Date: 2026.05.11 11:29:09 IST
Location: eProcure-EPROC