

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
Syama Prasad Mookerjee Port, Kolkata

हल्दिया गोदी परिसर

HALDIA DOCK COMPLEX
ENGINEERING DEPARTMENT

BIDDING DOCUMENTS

(e-Tender)

[Tender No.: I&CF/SDM/DOCK/T/1302]

[E Tender No: 2026_KoPT_911144_1]

FOR

**SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS
JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING
DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.**

June - 2026

TABLE OF CONTENTS

[Tender No.: I&CF/SDM/DOCK/T/1302]

CL. NO	SUBJECT	PAGE
1	SCHEDULE OF TENDER (SOT)	3
2	SHORT TENDER NOTICE	4
3	NOTICE INVITING TENDER	5-6
4	IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT	7-8
5	INSTRUCTION TO BIDDER	9-15
6	SPECIAL CONDITIONS OF CONTRACT	16-28
7	TECHNICAL / PARTICULAR SPECIFICATIONS	29
8	PREAMBLE TO THE BILL OF QUANTITIES	30
9	BILL OF QUANTITIES	31
10	ANNEXURE – IA (DECLARATION BY THE BIDDER)	32
11	ANNEXURE – IB (DECLARATION BY THE BIDDER)	33
12	ANNEXURE – II (CONCURRENT COMMITMENT)	34
13	ANNEXURE – III (BIDDER’S PROFILE)	35-36
14	ANNEXURE – IV (ABSTRACT FORM)	37
15	ANNEXURE – V (FORM OF TENDER)	38
16	ANNEXURE – VI (NON-DISCLOSURE AGREEMENT)	39-41
17	ANNEXURE – VII (LIST OF CREDENTIAL/S)	42
18	ANNEXURE – VIII (LIST OF TURNOVER)	43
19	ANNEXURE – IX (CHECK LIST)	44
20	ANNEXURE – H/1 (BANK GUARANTEE FORMAT FOR EMD)	45-47
21	ANNEXURE – H/2 (INSURANCE SURETY BOND FORMAT FOR EMD)	48-50
22	ANNEXURE – H/3 (BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE)	51-53
23	ANNEXURE – H/4 (INSURANCE SURETY BOND FORMAT FOR PERFORMANCE GUARANTEE)	54-57
24	GENERAL CONDITIONS OF CONTRACT	58-101

1. SCHEDULE OF TENDER (SOT)

E-Tender under Single stage two-part system (Techno-Commercial Bid and Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Pre-qualification criteria stipulated in Tender Document for **"SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA"** as per Bill of Quantities to Haldia Dock Complex. Bid Document may be seen from website (www.smpportkolkata.shipping.gov.in, <https://eprocure.gov.in/eprocure/app>). Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only. The contract shall remain valid for a period of 3 years from the date of issue of Work order. However, the Engineer of the Contract reserves the right to extend the period of contract for a further period of 2 years as per requirement. Other terms and condition of the contract will remain unchanged.

a.	TENDER NO.	I&CF/SDM/DOCK/T/1302
b.	MODE OF TENDER	e-tendering System. (Online through https://eprocure.gov.in/eprocure/app). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Haldia.
c.	E-Tender No.	2026_KoPT_911144_1
d.	i) Date of NIT available to parties to download	04.06.2026 to 30.06.2026
	ii) Date and Time for pre-bid meeting & site visit.	Pre-bid Meeting on 12.06.2026 at 11.00 AM at the office of General Manager (Engineering), at 1st Floor, Chiranjibpur Operational Administrative Building, Haldia-721604, followed by site visit. Online meeting may be arranged on request of the bidder.
e.	i) Estimated Cost of Work	Rs. 65,04,72,912.56 (Rupees Sixty Five Crore Four Lakh Seventy Two Thousand Nine Hundred Twelve and Paise Fifty Six only) excluding GST.
	ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 9,66,000.00 (Rupees Nine Lakh Sixty Six Thousand only).
	iii) Bid Document fee	The intending bidders should submit Bid Document Fee of ₹ 2,950.00 (Rupees Two Thousand Nine Hundred Fifty only) including 18% GST. (Non-Refundable).
f.	Last date of submission of EMD	30.06.2026 (upto 15.00 Hrs.)
g.	i) Starting date of e-Tender for submission of on-line Pre-qualification & Techno-commercial Bid and price Bid	04.06.2026
h.	ii) Closing date & time of e-Tender for submission of on-line Pre-qualification & Techno-commercial Bid and price Bid a	30.06.2026 (upto 15.00 Hrs.)
i.	Date & time of opening of Techno-commercial Bid of Tender.	01.07.2026 (upto 15.00 Hrs.)

2. SHORT TENDER NOTICE

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

➤ Name of work	:	SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS WORKS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.
➤ E-Tender No.	:	2026_KoPT_911144_1
➤ Date and Time for pre-bid meeting & site visit	:	Pre-bid Meeting on 12.06.2026 at 11.00 AM at the office of General Manager (Engineering), at 1st Floor, Chiranjibpur Operational Administrative Building, Haldia-721604, followed by site visit. Online meeting may be arranged on request of the bidder.
➤ Estimated Cost	:	Rs. 65,04,72,912.56 (Rupees Sixty Five Crore Four Lakh Seventy Two Thousand Nine Hundred Twelve and Paise Fifty Six only) excluding GST.
➤ Last date of submission of e-tender	:	30.06.2026 Submission Up to 15:00 Hrs

Details of the Tender & Tender Documents are available in website (www.smpportkolkata.shipping.gov.in) and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> of **CPP Portal** only. Interested bidders may contact at sdandapat.hdc@smpportkolkata.shipping.gov.in

3. NOTICE INVITING TENDER

WORK TITLE: - **SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS WORKS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.**

3.1 E-Tender No.: 2026_KoPT_911144_1

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

3.2 PRE-QUALIFICATION CRITERIA [PQC] FOR BIDDERS: -

Qualified Estimated cost for PQC = ₹ 4,82,90,490.91 (excluding GST)

- i) Average Annual Financial Turnover during the last three years, ending on 31-03-2025, should be at least 30% of the qualified estimated cost (excluding GST) for PQC.
- ii) Experience of having successfully completed similar works, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed services costing not less than the amount equal to 40 % of the qualified estimated cost (excluding GST) for PQC.
 - Or
 - b. Two similar completed services costing not less than the amount equal to 50 % of the qualified estimated cost (excluding GST) for PQC.
 - Or
 - c. One similar completed services costing not less than the amount equal to 80 % of the qualified estimated cost (excluding GST) for PQC.
- iii) Similar service means: - Supply of Labours (Highly-skilled/Skilled/ Semi-skilled/ Un-skilled) for any work under Government / Semi- Government / Autonomous Bodies / Reputed Private Company.

Definition of Completed Services:

Completed Services means the service contract having tenure of at least one year.

For the ongoing service contracts having tenure more than one year, the executed value / value of service of completed portion of the contract would be considered as valid credential, provided the contractor has successfully completed service for at least one year under the contract.

Note –

- i) For ongoing services, the contractor must submit a Phase Completion Certificate that clearly specifies the duration of the ongoing services and the **payment received (excluding GST) till the last of the month, preceding to the month in which the instant tender is issued.** This certificate must be issued by the client or certified by the Statutory Auditor, and must pertain specifically to services being rendered. Work carried out for less than 1 (one) year will not be considered.
- ii) In case of experience in composite work, the value of work falling into the category of "Similar Service" should be identifiable and only the said value would only be considered for evaluation.

TENDER AUTHORITY: -

General Manager (Engineering) HDC, at Chiranjibpur Operational Building, Haldia, Dist. Purba Medinipur – 721 604.

Last date of submission of Tender	30.06.2026	Time	UPTO 15:00 Hrs	Date of Opening of Tender	01.07.2026	Time	15:00 Hrs onwards.
Bid document will be available on website (www.smporkolkata.shipping.gov.in, https://eprocure.gov.in/eprocure/app) Bidders will have to participate in bidding process through website https://eprocure.gov.in/eprocure/app only.							

Date and Time for pre- bid meeting & site visit	Pre-bid Meeting on 12.06.2026 at 11.00 AM at the office of General Manager (Engineering), at 1st Floor, Chiranjibpur Operational Administrative Building, Haldia-721604, followed by site visit. Online meeting may be arranged on request of the bidder.
Time Of Completion	3 (Three) years, extendable by 2 (two) more years as per requirement.
Estimated Cost of Work	Rs. 65,04,72,912.56 (Rupees Sixty Five Crore Four Lakh Seventy Two Thousand Nine Hundred Twelve and Paise Fifty Six only) excluding GST.
Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 9,66,000.00 (Rupees Nine Lakh Sixty Six Thousand only).

3.4 OTHER INSTRUCTIONS: -

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

3.4.2 Details of tender document and notification of any Addendum & Corrigendum will be available on website (www.smpportkolkata.shipping.gov.in). Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only.

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

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

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

3.4.6 E-Tenderers will be received through <https://eprocure.gov.in/eprocure/app> up to 15:00 hrs. on the last date of submission and opening of tender specified above.

3.4.7 The E-Tender will be opened shortly after 15:00 Hrs on the stipulated date.

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

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

**महाप्रबंधक (यातायात)
हल्दिया गोदी परिसर
General Manager (Engg.)
Haldia Dock Complex**

4. Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SMP, Kolkata, Haldia Dock Complex):

Sri. S. Dandapat, Sr. Dy. Manager-I (I&CF), Mob: 9434031129,
email: sdandapat.hdc@smportkolkata.shipping.gov.in

1	<p>Process of E-tender:</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://eprocure.gov.in/eprocure/app</p> <p>1).Vendors are required to register themselves online with https://eprocure.gov.in/eprocure/app</p> <p>Contact person (Haldia Dock Complex):</p> <p>1. Sri. S. Dandapat Sr. Dy. Manager (I&CF) Email: sdandapat.hdc@smportkolkata.shipping.gov.in Mobile: 9434031129</p> <p><u>Help Desk (CPP Portal):</u></p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"></td><td style="width: 50%; text-align: center;"> 0120-4001 002 0120-4001 005 0120- 4493395 support-eproc@nic.in </td></tr> </table>		0120-4001 002 0120-4001 005 0120- 4493395 support-eproc@nic.in
	0120-4001 002 0120-4001 005 0120- 4493395 support-eproc@nic.in		
	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app Tenders will be opened electronically on specified date and time as given in the Tender.</p>		
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>		
4	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://eprocure.gov.in/eprocure/app. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>		
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>		
6	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>e) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>f) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p>		

	<p>g) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>i) No deviation of the terms and conditions of the tender Document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
10	Vendors are requested to read the vendor guide and see the video in the page https://eprocure.gov.in/eprocure/app to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender
12	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	(Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPPP.

5. INSTRUCTIONS TO BIDDER

SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

5.0 PREFACE:

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the Sr. Dy. Manager (I&CF), Haldia Dock Complex, SMP-Kolkata on any working day before quoting for the tender.

5.1 EARNEST MONEY DEPOSIT (EMD) AND COST OF TENDER DOCUMENT:

Earnest Money and cost of Tender Document (in the form of DD/Banker's Cheque/ Bank Guarantee or Insurance Surety Bond) are to be physically deposited at the office of Tendering Authority, Sr. Dy. Manager (Dock), I&CF Division, 2nd Floor, Chiranjibpur Operational Administrative Building, Haldia Dock Complex, PIN 721604, separately in a single sealed envelope, mentioning Tender no. with proper marking before the scheduled date of opening of the Tender as per the following:

Demand Draft/ Banker's Cheque against Earnest Money and cost of Tender Document should be drawn in any scheduled / nationalized Bank by the bidder in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" payable at Haldia/Kolkata.

Alternatively, the Earnest Money may also be paid in the form of a Bank Guarantee executed in the prescribed format issued by any Indian scheduled/ nationalized bank, having branch at Kolkata/Haldia. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen BG Format (EMD) is given below as **Annexure-H/1**. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of three months otherwise their offer will be summarily rejected.

Earnest Money can also be paid through Insurance Surety Bond from an Indian Insurance Company in the form and manner set forth in **Annexure-H/2**.

Earnest money and Cost of Tender Document may be deposited through NEFT/RTGS in the following account.

Beneficiary Name: SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX
Bank: Punjab National Bank (Erstwhile United Bank of India)
Branch Name: Haldia Dock Complex
Account No: 1604050000310
IFSC Code: PUNB0160420.

The details of payment made, with Bidder's Name, Tender Number and Tender subject and UTR number may positively be informed to Tender Inviting Authority by the tenderers for checking the status of receipt of payment and generating Treasury Receipts.

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

Details of Earnest Money Deposit (EMD) and Cost of Tender Document should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder:
- b) Tender No.:
- c) Amount remitted:
- d) Date of remittance:

e) UTR/DD/BG No.:

The Tender Inviting Authority will not be responsible for postal delay. A scanned copy of the bank Guarantee shall also be uploaded with the tender.

MSEs certified agencies in availing benefits of waiver of EMD must submit the document during bidding process as specified under Cl. No. 5.9.

Tenderers should deposit Earnest Money before filling and submission of bids.

Tender submitted without requisite Earnest Money by the bidders, who are not eligible for exemption from payment of EMD, will be liable for rejection.

5.2 MODE OF SUBMISSION OF BID:

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

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

I. Essential Document: -

1. Credentials in the form of copies of Letters of Award of Works / Services along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
2. Copy of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025) containing UDIN.
3. Scan copy of Notarised Power of Attorney in favour of the person submitting the bid as per clause-5.5, if applicable.

Note:

1. Bid will be considered rejected if any of the essential documents is not submitted by bidder along with the bid.
2. In case of a continuing contract, the executed value upto the end of the month just preceding the month in which the Tender is invited shall be considered, provided the work has been executed successfully for a period not less than one year.

II. Other Document: -

- i) A Declaration as per 'Annexure – IA' that no conditions / deviations have been added in the price part of the Bid.
- ii) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India (Annexure – IB)
- iii) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of the Bidder' vide 'Annexure-II' of the tender document.
- iv) Details of the firm as per "BIDDER'S PROFILE" of the tender document (Annexure – III).
- v) The un-priced "Abstract Form of Tender" & "Form of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded (Annexure – IV & V).
- vi) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.

vii) Scan copy of the following documents to be uploaded: -

- (i) GSTIN / Provisional GST registration certificate.
- (ii) Valid Trade Licence.
- (iii) Valid Labour Licence.
- (iv) Valid Professional Tax Clearance Certificate / Up to date tax payment.
- (v) Proof of possessing valid Employees' Provident Fund (EPF) Account.
- (vi) Proof of being registered with Employees' State Insurance Corporation (ESIC).
- (vii) PAN Card.
- (viii) UDYAM Certificate, if applicable.
- (ix) Partnership Deed, in case of partnership Firm
- (x) Memorandum and Articles of Association, in case of Companies.

viii) TDS certificate including 26 AS for the relevant years to validate the legitimacy of the work completion certificate/s submitted as credential.

ix) Statement of Turnover for the last three FYs (i.e. 2022-2023, 2023-2024 and 2024-2025) duly certified by a Chartered Accountant containing UDIN.

x) The bidder must submit the Integrity Pact as per attached General Condition of Contract.

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

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

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

5.2.4 List of Credentials as mentioned in clause no. 5.2.2.I.1 & 5.2.2.I.2 have to be submitted as per the format given in ANNEXURE – VII and ANNEXURE – VIII.

5.3 OPENING OF BIDS:

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

5.4 SECURITY DEPOSIT / PERFORMANCE SECURITY:

5.4.1 Performance Security

5.4.1.1 The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 21 (twenty-one) days of the date of this Agreement, an irrevocable and unconditional guarantee, for an amount equal to 5% (five per cent) of the Contract Price (excluding GST), from a Kolkata / Haldia Branch of any Scheduled Bank of India in the form set forth in **Annexure-H/3** (the "Performance Security"). Alternatively, the Contractor may furnish an Insurance Surety Bond for equivalent amount from an Indian Insurance Company in the form and manner set forth in **Annexure- H/4** as Performance Security. The Performance Security shall be valid until 60 (sixty) days of the expiry of the contract (including any extension thereof). Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor.

5.4.1.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions of Clause 5.4.1.1 and within the time specified therein or such extended period as may be provided by the Authority, in accordance

with the provisions of Clause 5.4.1.1, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived of, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

5.4.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of one year; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof.

5.4.3 Appropriation of Performance Security

5.4.3.1 Upon occurrence of a Contractor Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it as Damages for the Contractor Default.

5.4.3.2 Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid, failing which, the Authority shall be entitled to terminate the Agreement.

5.4.4 Release of Performance Security

The Authority shall release the Performance Security within 60 (sixty) days of the expiry of the successful execution of the contract (including any extension thereof), as the case may be, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the contract period have been rectified.

5.5 **POWER OF ATTORNEY:**

Proprietorship Firm- Power of Attorney (PoA) is not required to be submitted if the Bid is signed by the Proprietor. However, if the Bid is submitted by any person other than the Proprietor, POA executed in his favor by the Proprietor of the firm would have to be submitted.

Partnership Firms including LLP- POA in favour of the Partner/person signing the Tender executed by the Partner/s authorized to execute the POA as per Partnership Deed would have to be submitted.

Limited Company/Private Limited Company- Any of the following documents is to be submitted:

- i) Certified copy of the Resolution of the Board authorizing the person to sign tender;
- ii) POA executed by any Director of the Company who is authorized by the Board to execute such POA, in favor of the person signing the tender. In such case the Resolution of the Board authorized the Director to execute such POA should also be enclosed.

Note: The POA should be executed on Non Judicial Stamp Paper of not less than Rs 100.00.

5.6 **VALIDITY OF OFFER:**

The e-tender shall remain valid for a period of 120 [One Hundred Twenty] Days from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them

unacceptable to the Board of SMP-K and / or withdraws his e-tender, punitive action will be taken by the Board of SMP-K / Sanctioning Authority/Engineer.

5.7 EARNEST MONEY REFUND:

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid of the e-Tender document.

5.8 DETAILED SCRUTINY OF E-TENDERERS:

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

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

- (i) Is not accompanied by requisite Earnest Money and Cost of Tender Document except for the bidders eligible as per clause no. 5.9 of Instructions of Bidders
- (ii) Bids will be rejected if any Essential document is not submitted by the bidder.
- (iii) Quoted amount against profit for supply and deployment of each labour (Unskilled / Semi-skilled/ Skilled/ Highly Skilled) per man shift exceeding Rs. 102.00 will be summarily rejected for evaluation of bid.
- (iv) Validity period of the offer is less than tender stipulation.
- (v) It does not meet the Qualification Criteria as stipulated in the NIT.
- (vi) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

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

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

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

5.9 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clauses) in comparison to non-MSE enterprises shall apply to this procurement.

5.9.1 Registration of MSEs

MSEs interested in availing such benefits must enclose with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered Udyam Registration Portal. The certificate shall be of latest but before the deadline for submission of the bid.

5.9.2 Support to MSEs

- a) MSEs shall be exempted from payment of Cost of Tender Document.
- b) MSEs shall be exempted from payment of Earnest Money.

5.10 EVALUATION CRITERIA:

5.10.1 The Bidders would be required to quote the rate against profit for supply and deployment of labour (Unskilled/Semi-Skilled/Skilled/Highly Skilled) per man shift (not exceeding Rs 102.00) in the price bid .

5.10.2 During evaluation of Price Part, provided that the bidder submit his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the H.D.C.

5.10.3 a) All the bidders will be ranked on the basis of the quoted amount. The lowest bidder will be considered as the L1 bidder and other bidders will be ranked L2, L3, L7.

b) HDC/SMP-Kolkata will engage total 07 successful contractors from amongst participating bidders who will agree to match the rate quoted by the L1 bidder.

c) In the instances where there are multiple L1 and / or L2 and / or L3, and so on bidders, the final tender value which would also be similar to the number of labourers to be deployed by them may be allocated as per the followings:

Sl. No.	If situation arise	Then allotment of Labour would be
1	L1=1 L2=1 L3=1 L4=1 L5=1 L6=1 L7=1	L1=100 L2=59 L3=58 L4=58 L5=58 L6=58 L7=58

5.10.4 The contractor may have to supply contract labours in either of the unskilled / semi-skilled / skilled / highly skilled categories or any combination thereof, to be decided by the Engineer of the contract.

5.10.5 The Engineer of the contract reserves the right **to increase / decrease the number of supply labourers** during execution of the works, if any situation arises.

5.11 ACCEPTANCE OF TENDER:

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

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

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

5.11.4 In case of approved sub-contractor :

i) Intimation letter issued by end user to main contractor, during execution of the work regarding approval of sub contractor to be provided along with technical bid.

ii) The bidder has to submit a certificate from the end user / owner / consultant of the owner acting as EIC stating that sub contracting have been approved/ permitted.

iii) CA certificate certifying the executed value of works shall be submitted along with UDIN no for works executed as a subcontractor.

iv) The performance of past / ongoing works completed for HDC, SMPA if any, and performance in past / ongoing works for other clients shall have important bearing in evaluating the tenderers' technical capability.

v) The contractor shall not subcontract whole of the works on back-to-back basis.

5.12 GOOD CONDUCT:

If a bidder has previous history of "defined misconduct" (such as banning from by any government sector, premature termination of a contract solely on bidder's fault, criminal case pending against the company or its owner / current director filed by a government entity etc.) his offer is liable to be ignored.

5.13 MISCELLANEOUS:

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Board of SMPA without further reference to the bidder.
- iii) All measuring units are in number and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- iv) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, **duly filled in, signed, stamped and uploaded.**
- v) The Bidder shall give a declaration about the names of their relations employed in SMP, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in SMP, Kolkata but such a declaration is necessary in the interest of Board of SMPA against any possible lapses.
- vi) **The provisions of the notified 4 New Labour Codes replacing the 29 Labour Acts / Regulations and the provisions of the Rules under the said 4 New Labour Codes to be notified by the GoI will be applicable mutatis-mutandis and the successful bidders would indemnify and keep indemnified the Board of SMPA from and against all actions, claims, demands and liabilities whatsoever, under and in respect of, the breach of any of the provisions of the Labour Codes and Rules, either existing or to be notified, having the force of law.**

6. SPECIAL CONDITIONS OF CONTRACT

SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

6.0 PREFACE:

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

6.1 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

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

6.2 SCOPE OF WORK:

- i) The work comprises of supply of approx. 449 contract labours of unskilled / semiskilled / skilled/ highly skilled categories [approx. Unskilled (USL) - 394, Semi-Skilled (SSL) - 03 and Skilled (SL) – 52, if required] for performing miscellaneous works at different locations at I&CF Division, P&E Division and MM Division under Engineering Department, Haldia Dock Complex, as and when required.
- ii) The number of such labourers may be increased / decreased, as per actual requirement on any day, during the contract period of supply.
- iii) All the bidder will be rank on the basis of the Total evaluated cost.

HDC/SMP-Kolkata will engage 07 successful contractors from amongst participating bidders who will agree to match the rate quoted by the L1 bidder.

In the instances where there are multiple L1 and / or L2 and / or L3..... L7 bidders, the final tender value which would also be similar to the number of labourers to be deployed by them may be allocated as per the followings:

Sl. No.	If situation arise	Then allotment of Labour would be
1	L1=1	L1=100
	L2=1	L2=59
	L3=1	L3=58
	L4=1	L4=58
	L5=1	L5=58
	L6=1	L6=58
	L7=1	L7=58

- iv) The initial period of the tender will be 3 years which may be extended for a period of 2 more years.
- v) Duty Timings / No. of days of deployment:

The number of days of deployment per week will be as per the prevalent working days of the office / site where the concerned labour would be deployed and any additional days of deployment in the week will be conveyed to the contractor in advance.

The labourers would be deployed on working days only, depending on the place of posting. They may be deployed on their weekly day of rest / holiday (Saturday / Sunday/ office holiday, as the case may be) as per the direction of Principal Employer.

The personnel would be deployed in the General Shift – from 8 AM to 5 PM or 09:00 AM to 06:00 PM / Morning Shift- from 6 AM to 2 PM / Evening Shift – from 2 PM to 10 pm / Night Shift - from 10 PM to 6 AM, **or during any other time period of 8 hours, as per requirement.** Such shift deployment may be changed / fixed as per work requirement as per direction of the Engineer of the contract.

- vi) Each worker will get one weekly day of rest / roster off day after continuous working for 5 / 6 days in a week as applicable as per labour law. The labourers will be eligible for payment of Roster Off Booking for working beyond 48 hours per roster week. The labourers will be eligible for payment of Over Time Booking for working beyond 9 hours per day.
- vii) The personnel deployed by the contractor should not be below 18 years of age and not be more than 60 years of age and shall be disciplined, hard-working, suitably qualified and experienced, having sound health & mind. For any misconduct of any labourer, either identified by the Principal Employer or the contractor, suitable action would be taken by the contractor / the employer of the labourer. Upon attaining the age of 60 years, the contractor will discontinue the service of such labourers from the end of the concerned month.
- viii) The engagement of the contract labour would be on '**no work, no pay**' basis. However, each contract labour would be entitled for 10 paid leaves in a year.
- ix) The contractor shall be required to undertake regular supervision of the jobs being performed by the contract labours at the assigned deployment points at his own cost and arrangement. It shall be ensured that the contractor's labourer does only the specific work agreed to by the contractor.
- x) The deployment pattern and the **deployment points of contract labours may change** as per requirement, for which the contractors shall be required to transfer the contract labours within the jurisdiction of Haldia Dock Complex, SMP-Kolkata, as per the directive of Engineer of the Contract.
- xi) The contractor shall abide by all the statutory requirements governing the engagement of contract labour and the payments thereof.
- xii) The contractor shall issue Appointment Letter and Employment Card to each of the personnel deployed for this contract.
- xiii) The contractor shall obtain, at his own cost and expenses, all required licenses, as and when required, under the existing statutes of Central or State Government, that may be in vogue or may be enforced during the period of contract for performance of work under this contract. The contractor shall ensure that the licenses and other statutory requirements for this purpose remain valid during the currency of the contract. The contractor shall submit a copy of the same to the HDC, SMP-Kolkata authority.
- xiv) The contractor shall be responsible for satisfactory service by its workers thus engaged. In the event, any contract labour is found to be non-performing, indiscipline or his / her integrity is not found to be beyond doubt, the contractor shall be intimated about the same and in that event, the contractor shall not deploy such a person at Haldia Dock Complex and the contractor should provide suitable replacement, if asked for.
- xv) The contractors shall submit Antecedent / Police Verification Report for the labourers supplied and deployed by them within a period of 03 months from commencement of the new contracts. The contractors will ensure that the labourers supplied and deployed by them do not have any adverse Antecedent / Police Verification Report.
- xvi) The contractor shall provide necessary Personal Protective Equipment and uniform to the contract labours as follows: -
 - a) Labourers deployed within Dock operational areas shall be provided Personal Protective Equipment (PPE) as stipulated in the tender document. The contractor shall be reimbursed Rs. 2,500 per labour towards the same.
 - b) Labourers deployed in office establishments or outside Dock operational areas shall be provided uniform only, for which the contractor shall be reimbursed Rs. 2,500 per labour.

- c) Uniform specification: Male workers: Shirt and full trousers Female workers: Saree with blouse / Salwar Kameez. Colour of dress would be as per advise of Engineer of the contract.
 - d) Any labourer reporting to duty without the prescribed PPE/uniform shall be treated as absent for that day.
- xvii) The contractor shall be responsible for the timely payment of wages as per statute to its employees deployed in HDC. It will be for the contractors to decide the details of payment to be made and the facilities to be extended to the contract labour. But, in any case, the basic wage shall not be less than the minimum wages as notified by the appropriate authority
- xviii)(a) While making payment to its employees deployed at HDC, the contractor shall ensure that at least the minimum wages are paid to the unskilled / semiskilled / skilled / highly skilled categories of contract labour, in accordance with the relevance statutes and, without violating the instructions of the Appropriate Authority of the Central Govt., as applicable, issued from time to time. The payment to the contractor would be made on the basis of the number of contract labours deployed on a particular day in the specific categories.
- (b) The contractor may also consider payment of other relevant allowances / facilities as deemed fit by the contractor. The Principal Employer shall not be liable for any such above mentioned issues between the contractors (as employers) and the contract labours (as their employees).
- xix) (a) The contractor must have EPF & ESI Code Nos. He shall pay his contribution (i.e. employer's contribution) on account of ESI (if applicable) & EPF w.r.t. the contract labours deployed by him, as per statutory requirement. The contractor shall also deduct the contract labours' contribution (i.e. employees' contribution) on account of ESI & EPF from their wages, as per statutory requirement. The contractor shall then deposit both the aforesaid contributions i.e. the employer's and employees' contributions, with the respective authorities, as statutorily required.
- (b) For those workers for whom the ESI scheme will not be applicable, the contractor will provide suitable mediclaim / medical insurance policy, for which HDC, SMP Kolkata will reimburse upto maximum of **Rs. 900.00** per worker per month subject to production of documentary evidence. The contractor in this regard will submit a list to SMP Kolkata showing the employees covered by ESI as per the statute and those covered by other arrangements. In no case the contractor will claim both the contributions for any worker.
- xx) The contractor shall deposit proof of statutory payments made to and / or in respect of the contract labours, viz. EPF, ESI, etc. to the Principal Employer immediately after payment and also on demand.
- xxi) The contractor shall provide the safety training to the labourers and conduct medical examination of the labourers deploy by him / her within the Dock premises of HDC and shall comply with others 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 Board of SMP-Kolkata on his own cost and arrangement.
- xxii) The contractor shall make regular efforts for training and skill development of the workers on the relevant topics like computer proficiency, port operations etc. beyond their duty hours, on the cost and arrangement of the contractor.
- xxiii) Any additional financial burden arising due to statutory revision within the contract period shall be reimbursed by HDC to the contractor, excluding the profit component quoted by the bidder, which shall remain unchanged.

xxiv) Leave:

It will be the responsibility of the contractor to decide on the different leaves to be granted to the contract workers to be deployed under the contract at HDC. However, HDC with a view to make room for the contractors to grant leave will make payment to the contractor for 10 additional days per worker in every 12-month period from the date of commencement of contract. Such payment to the contractor will be equal to 0.83 (i.e. 10/12) X amount equivalent to Clause 6.11 payable to the contractor. In the event of absence of any contract labour for a full month, no such amount will be paid to the contractor for that month for that contract labour.

The above is clarified as follows: -

- a) If any worker attends office for 26 days, the contractor will get the payment as per clause 6.11 for 26.83 days in respect of the said worker.

b) Similarly, if any worker attends office for 20 days, the contractor will get the payment as per clause 6.11 for 20.83 days in respect of the said worker.

xxv) Holidays / National Holidays –

The contractor will not be required to deploy workers on 3 National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) unless directed to do so by HDC, SMP Kolkata.

During these three National Holidays, the contractors will be paid amount as per clause- 6.11 per worker.

In the event any of the workers is required to work on such holidays as per direction of HDC, SMP Kolkata, the contractor will be paid as per provision of clause 6.11.

xxvi) Deployment Points & Pattern

The deployment points to be manned by labourers of the contractor would be intimated to the contractor by Haldia Dock Complex in advance. It may be noted that the contract workers may be rotated between different work points across all divisions of HDC at the discretion of the HDC, SMPK Management as per work requirement.

xxvii) In addition to the above, the contractor shall have to comply with all statutory requirements, including any amendments thereof during the period of contract. If during the period of the contract, any law comes into operation fastening any liability on the contractor, the contractor shall duly comply with the same.

xxviii) In the event of discontinuation of deployment of any labourer due to superannuation, etc., replacement is not guaranteed during the tenure of new contracts.

xxix) In case of manpower contract and works contract with manpower element, the successful tenderer/bidder shall make efforts for deployment of unskilled/semi-skilled/skilled/highly skilled labours as per requirement, from amongst the dependents of died-in-harness employees / invalidation cases who had earlier submitted applications for enrolment with HDC, SMPA, and who are within the age group of 40 years and who possess qualification, skill, etc. commensurate with the requirement and are suitable for the job.

6.3 LOCATION

The location of the site of work is at different locations of I&CF, P&E and MM Division under Engineering Department, HDC, SMP Kolkata as and when required.

6.4 ACCESS TO THE SITE:

(a) By Road:

All-weather hard top road approachable from N. H. 116 and State Highway exist right up to the area of work.

(b) By Rail:

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

6.5 INSPECTION OF SITE:

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

6.6 SITE CONDITIONS & METHOD OF WORK:

The work has to be carried out inside and outside of Dock area under I&CF, P&E and MM Division, Engineering Department, HDC, SMP Kolkata. The contractor must have a local office within the municipality jurisdiction of Haldia, West Bengal.

The personnel to be deployed by the contractor shall not indulge in any of the following acts: -

- a) They will be at the duty points assigned as per the notified roster and shall not leave the duty points for any reason whatsoever during their shift hour
- b) Acting in a manner prejudicially to the interest of HDC, SMP Kolkata.
- c) Wilful insubordination or disobedience individually or in combination with others of any lawful and reasonable order of his superior.
- d) Habitual late or irregular attendance.
- e) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.
- f) Interference or tampering with any HDC, SMP Kolkata property in and around the port premises / duty point.
- g) Drunkenness or riotous or disorderly or indecent behaviour at the duty point or anywhere in the Port premises.
- h) Gambling at the duty point or at any other places inside the Port premises.
- i) Smoking where it is prohibited within Port premises.
- j) Sleeping while on duty.
- k) Commission of any act, which amounts to a criminal offence involving moral turpitude.
- l) Absence from the employees' appointed place of work without permission or sufficient cause.

Note - In case of non-compliance of any of the above directions, action shall be taken as deemed fit.

6.7 TIME OF COMPLETION:

The contract shall remain valid for a period of **3 (three) years** from the date of issue of Work order.

However, the Engineer of the Contract reserves the right to extend the period of contract for further period of **2 (two) years** in case of exigency as per applicable minimum wages rate. Other terms and condition of the contract remain unchanged.

The quoted rate will remain unchanged for the entire period of the tender with the period of extension, if any.

6.8 SAFETY MEASURES:

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

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

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights, protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works, facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by the Engineer. All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

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

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

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetation unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

6.9 HOLIDAY OR ROSTER OFF WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and roster off whenever so desired by the Engineer of the contract.

6.10 LOCAL OFFICE: -

The contractor must have a local office within the municipality jurisdiction of Haldia, West Bengal.

6.10.A CONTRACTOR'S SITE OFFICE, STORE SHEDS ETC:

On an application from the Contractor, land near to the site of work will be allotted by HDC for the construction of Site Office, Store etc. For such allotment a rent will be recovered from Contractor's bill as per prevailing rate of HDC. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to **three times** the applicable licence fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of SMPK and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

6.11 TERMS OF PAYMENT

I) The contractors would pay to the workers: -

A) Notified Minimum Wages, as applicable, on the date of Supply relevant for the appropriate category of contract labour (as declared by Appropriate Authority of the Central Govt.).

B) i) Employer's contribution towards EPF & ESI made to the respective authorities as per central government rules, subject to submission of documentary evidence of payment made to the Government authorities.

ii) For those workers who are not covered by ESIC, SMP Kolkata will reimburse maximum of Rs. 900.00 per worker per month towards mediclaim / medical insurance policy, subject to production of appropriate document.

C) The fixed amount @ ₹ 510.00 per worker per man-shift.

D) Overtime for working beyond normal duty hours (**if any**) as follows:

i) $2 \times \frac{1}{8}$ th of the minimum wage applicable x actual period of overtime hours performed plus

ii) Corresponding amount towards employer's contribution towards ESIC.

E) Wages for working in National Holidays and Roaster off days (**if any**) = 2 X Minimum wages rate.

F) Applicable minimum **Bonus** as per the provisions of Payment of Bonus act.

II) HDC will reimburse to the contractor as follows:

- i) Reimbursement of all elements of cost as mentioned in Clause-6.11 (I) A to F mentioned above:
- ii) In addition to the above, quoted rate of Supervision and profit.
- iii) GST will be paid extra.

Note: Deployment of workers in Overtime by the contractor will be allowed only upon direction of the concerned HDC authority, as per work requirement. The contractor will be responsible for deployment of the workers on overtime required for fulfilment of the work requirement of HDC, SMPK and maintenance of particulars of the workers deployed on overtime. The actual Overtime hours of deployment will be monitored and certified by the concerned Section of Engineering department, HDC, SMP-Kolkata, where the manpower will be engaged on overtime.

III) The contractor has to make payment of daily wages to the worker on monthly basis within 7 days of the next correspondence month, falling which cost of **penalty** will be recovered / deducted from the contractor's bill w.e.f. 11th day of the next correspondence month @ **1/2%** of the total bill value for every week or part there of subject to maximum of 10% of bill value.

The Bank payment details and payment confirmation documents must be submitted along with the bill to ascertain that the minimum wages including PF, ESIC at prevailing rate at that time had been paid.

III. Example [for engagement of one Labour]:

A. The contractors would pay to the workers:

- i) Applicable notified central minimum wages.
- ii) PF - 13% (including 1% Administrative charges if any or as per Govt. rule).
- iii) ESIC - 3.25% (or as per Govt. rule).
- iv) Fixed lump sum Allowance = ₹ 510.00 per man-shift [for USL/SSL/SL/HSL].
- v) For working of 26 days payment = daily wages X ₹ 26.83 [including statutory leave]
- vi) Minimum Bonus = As per the provisions of Payment of Bonus act.
- vii) Payment for working in Overtime [if any] = 2 x 1/8 min. wages x actual period of overtime hours performed.
- viii) Payment for working in Roaster off days and National Holiday [if any] = 2 x min. wages.
- ix) Payment against PPEs/ Uniform = ₹ 2500.00 for each contract labour once for the entire tenure of the contract.

B. HDC will reimburse to the contractor as follows:

- a. [i+ii+iii+iv+v+vi+vii+viii above + ₹ P (Quoted amount against profit for each labour per man shift)] plus applicable GST.
- b. ix (for Payment against PPEs)

6.12 ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be made according to submitted bills (4 copies) every month by the contractor in respect of the deployment of manpower at various working points as per requirement of Haldia Dock Complex.

Payment shall be made by ECS / RTGS within 30 working days after submission of clear and complete bills, along with all relevant documents in proof of compliance to all provisions w.r.t. the statutory requirements of minimum wages, EPF & ESI contributions, etc., by the contractor.

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

6.13 LABOUR

The Contractor shall supply all necessary labour, required for satisfactory execution of the work.

6.14 ESCALATION / VARIATION ON PRICES:

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

6.15 A. CONTRACT LABOUR LAWS:

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

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour (L&R) Act.

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

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

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

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

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

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

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. General Manager (Engineering), HDC.

6.15 C. INDEMNIFICATION:

I. The successful bidder shall be deemed to indemnify and keep indemnified the Board of SMPA from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any of the following law, rules or regulations having the force of law, pending framing and notification of the GoI on the Rules under the 4 New Labour Codes, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Payment of Wages Act, 1936.
- c) The Dock Workers (Regulation Of Employment) Act, 1948
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.

- h) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act, 1961.
- m) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.

Upon framing and notification of the Rules by the GoI w.r.t. the 04 New Labour Codes, the successful bidder shall be deemed to indemnify and keep indemnified the Board of SMPA from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of the 04 New Labour Codes and Rules to be framed thereof.

6.16 FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

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

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire, flood, cyclone, hurricane and acts of God.

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

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

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

6.17 DOCK PERMIT:

Dock permits which may be necessary for the contractor's representative / labourers to be deployed by the successful contractor to enter the Dock premises shall be issued on free of cost.

6.18 TAXES:

The contractor will be required to submit GST compliant invoice with all required details and also to be required to file timely and proper return so as to enable SMP, Kolkata to get due input credit against GST paid off.

In case of any failure on the above account, GST amount even if paid by SMP, Kolkata shall be recoverable from the contractor, along with applicable interest if any.

6.19 Termination of Contract Either in Part or in Full:

(a) If at any time during the period of contract, it is observed that the services under the provisions of this contract are not being rendered upto the satisfaction of HDC and / or the statutory obligations, in respect of the contract, are not being fulfilled by the contractor, the contract shall be terminated in full or in part, after giving 15 days' notice, and the decision of Haldia Dock Complex, SMPK in the matter, shall be final and binding on the contractor.

(b) The contract may also be terminated for any other good and valid reason by giving notice of 1 month from either side without any compensation from the either side.

(c) Security Deposit would also be liable to forfeiture in case of premature termination of the contract owing to breach of contractual obligations by the Contractor.

6.20 Expiry of Contract with efflux of time:

(a) The Contractor shall peacefully quit the SMPK premises with his manpower and equipment/item, if any, after expiry of the period of contract including the extension period, if any with efflux of time.

(b) No compensation shall be paid by SMPK to the Contractor on expiry of the contract with efflux of time.

(c) Upon expiry of the contract with efflux of time, if any amount is due to be paid by SMPK to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMPK from the Contractor.

6.21 SETTLEMENT OF DISPUTES:

6.21 1. Dispute resolution

6.21 1.1 Any dispute, difference or controversy or claims of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 2.

6.21.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

6.21.2. Amicable settlement

6.21.2.1 If any dispute or difference or controversy or claims of any kind arises between Employer and the Contractor in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

6.21.2.2 On request of any party to settle the dispute or difference or controversy or claims, the Employer and the Contractor shall meet no later than **7 (seven) business days** from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the **7 (seven) business day** period or the Dispute is not amicably settled within **15 (fifteen) business days** of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) business days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to Engineer's Decision in accordance with the provisions of **Clause 3**.

6.21.3. Engineer's Decision

6.21.3.1 Failing to resolve the Dispute by amicable settlement, the matter in dispute shall be referred, in writing, to the 'Engineer' **within 30 (thirty) days**, with a copy to the other party. The Engineer must make a decision within 30 (thirty) days of receiving the referral (the "**Engineers Decision**"). The Contractor must continue work with due diligence while awaiting the Engineer's decision.

If either the Employer or the Contractor be dissatisfied with any decision of the 'Engineer', or if the 'Engineer' fails to give notice of his decision **on or before the thirtieth day** after the day on which he received the reference,

then either the Employer or the Contractor may in notice to the other party may refer the Dispute to the Conciliation & Settlement as per **Clause No. 4** for resolution of the Dispute. If no such notice is given within 40 days from the date of Engineer's Decision, the Engineer's Decision becomes final and binding.

6.21.3.2 Whether neither the Employer nor the Contractor has given notice of intention to commence Conciliation & Settlement of dispute within the period stated in **Clause No. 3.1 (Engineer's decision)** and the related decision has become final and binding, either party may, if the other party fails to comply with such decisions, and without prejudice to any other rights it may have, refer the failure to Conciliation & Settlement, in accordance with **Clause No. 4 (Conciliation)**.

6.21.4. Conciliation

6.21.4.1 Conciliation & Settlement – Any dispute in respect of which,

a) amicable settlement has not been reached within the period stated in **Clause No. 2 (Amicable settlement)**, and/or

b) the decision, if any, of the Engineer, has not become final and binding pursuant to **Clause No. 3 (Engineer's decision)**,

shall be sent to Conciliation & Settlement Committee as per IPA guidelines vide Letter no. IPA/ Legal/ Con. Committee/2020 Dt. 05.10.2021.

Conciliation & Settlement Committee shall be provided **maximum 9 (nine) months** period (first 6 (six) months, further extension of 3 (three) months, only after mutual consent) for arriving at resolution/ dispute settlement. If the dispute is not resolved as evidenced by the signing of written terms of settlement within. The Conciliation & Settlement Committee does not reach a settlement **within 9 (nine) months**, either Party may refer the dispute to arbitration in accordance with the provisions of **Clause No. 5**. In case the recommendations/decision of the committee are not acceptable to the either of the Parties, it shall be free to refer the dispute to arbitration as per **Clause No. 5**.

6.21.5 Arbitration

6.21.5.1 Any dispute in respect of which

a) Amicable settlement has not been reached within the period stated in **Clause No. 2 (Amicable settlement)**, and/or

b) The decision, if any, of the Engineer, has not become final and binding pursuant to **Clause No. 3 (Engineer's decision)**, and

c) Conciliation & Settlement Committee as per IPA guidelines vide Letter no. IPA/Legal/Con. Committee/2020 Dt. 05.10.2021 has been approached as per **Clause No. 4 (Conciliation & Settlement)**, and no resolution has been reached, shall be finally settled by arbitration, in accordance with the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force. The **Arbitration Tribunal** shall be composed as per provision of the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force.

6.21.5.2 In connection with the instant contract:

a) the place of arbitration shall be **Kolkata** or **Haldia**, West Bengal, India,

b) the arbitration shall be conducted in **English language**, and

c) the fees, if any, of the Arbitrators, if required to be paid before the award of work in respect to disputes is made and published, shall be shared equally by each of the Parties.

6.21.5.3 Arbitration may be commenced prior to or after completion of the work, provided that the obligations of the Employer, the 'Engineer' and the Contractor shall not be altered by reason of the arbitration being conducted

during the progress of the work.

6.21.5.4 There shall be an arbitral tribunal comprising sole arbitrator or three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

6.21.5.5 The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion, valuation or decision of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the 'Engineer' from being called as a witness and giving evidence before the Arbitrators on any matter, whatsoever, relevant to the dispute.

6.21.5.6 Neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the 'Engineer' for the purpose of obtaining his said decision pursuant to **Clause No. 3 (Engineer's decision)**. No such decision shall disqualify the 'Engineer' from being called as a witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute.

6.21.5.7 The arbitral tribunal shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 24 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

6.21.5.8 The Contractor and the Employer agree that an Award may be enforced against the Contractor and/or the Employer, as the case may be, and their respective assets wherever situated.

6.21.5.9 The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

6.21.5.10 In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

6.21.5.11 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

6.22 NON-DISCLOSURE AGREEMENT

The receiving party agrees to keep the information confidential and take reasonable measures to prevent unauthorized disclosure or use.

The disclosing party retains ownership of the confidential information, which the receiving party can't copy or reproduce without written consent.

The bidder has to submit the non-disclosure agreement as per **Annex-VII** on non-judicial stamp paper of Rs. 50.00 after awarding of the work order.

6.23 SECURITY DEPOSIT / PERFORMANCE SECURITY:

6.23.1 Performance Security

6.23.1.1 The Contractor shall, for the performance of its obligations hereunder, provide to the Authority, within 21 (twenty-one) days of the date of this Agreement, an irrevocable and unconditional guarantee, for an amount equal to 5% (five per cent) of the Contract Price (excluding GST), from a Kolkata / Haldia Branch of any Scheduled Bank of India in the form set forth in **Annexure-H/3** (the "Performance Security"). Alternatively, the Contractor

may furnish an Insurance Surety Bond for equivalent amount from an Indian Insurance Company in the form and manner set forth in **Annexure- H/4** as Performance Security. The Performance Security shall be valid until 60 (sixty) days of the expiry of the contract (including any extension thereof). Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Contractor.

6.23.1.2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions of Clause 5.4.1.1 and within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 5.4.1.1, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived of, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

6.23.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of one year; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof.

6.23.3 Appropriation of Performance Security

6.23.3.1 Upon occurrence of a Contractor Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it as Damages for the Contractor Default.

6.23.3.2 Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid, failing which, the Authority shall be entitled to terminate the Agreement.

6.23.4 Release of Performance Security

The Authority shall release the Performance Security within 60 (sixty) days of the expiry of the successful execution of the contract (including any extension thereof), as the case may be, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the contract period have been rectified.

6.24 INTEGRITY PACT

The bidder must submit the Integrity Pact as per attached General Condition of Contract.

7. TECHNICAL / PARTICULAR SPECIFICATIONS

SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

7.1 GENERAL:

The supply of labour and the workmanship shall satisfy the Engineer or his representative.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

All works to be done as detailed in the bill of Quantities.

8. PREAMBLE TO THE BILL OF QUANTITIES

SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

- 8.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 8.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantity of item of work actually carried out at the accepted rates as per Order Letter. The measurements of item of work shall be measured jointly by the Engineer or his Representative.

9. BILL OF QUANTITIES

SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

A	B	C
Sl. No.	Description Of Item	Quoted Amount against profit for supply and deployment of labour (Unskilled/ Semi-Skilled/ Skilled / Highly Skilled) per man shift. (Rs. per man shift)
		P
1	Supply and deployment of Unskilled/ Semi-Skilled/ Skilled / Highly Skilled Labour for 3 years under I&CF, P&E & MM Division, Engineering Department, HDC as directed.	

In word, [Rupees]

N.B.: -

- 1. The bidders will put the value of P (not exceeding Rs. 102.00) only. In case the amount quoted by the bidder is more than Rs. 102.00 per man shift, the offer would stand rejected.**
- 2. Any bid with negative value would stand rejected.**
- 3. GST would be payable extra.**

DECLARATION BY THE BIDDER

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager-I (I&CF Division),
Haldia Dock Complex.
SMP, Kolkata

SUB:- **SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.**

Dear Sir,

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

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

Signature of the Bidder with Office Seal.

Date:

Place:

DECLARATION BY THE BIDDER

(To be submitted on Company's Letter Head along with Techno Commercial Bid duly stamped and signed)

Sr. Dy. Manager-I (I&CF Division),
Haldia Dock Complex.
SMP, Kolkata

SUB:- SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

Dear Sir,

- a) The bidding firm has not been debarred / delisted by any Govt. / Quasi Govt. / Public sector undertaking in India.
- b) The proprietor / partner(s)/ authorized signatory of the bidding firm is/are not associated with other firm bidding for the same work.

Signature of the Bidder with Office Seal.

Date:

Place:

CONCURRENT COMMITMENT(S) OF THE BIDDER

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

BIDDER'S PROFILE

(To be submitted with Techno Commercial Bid)

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

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its directors – :
any special particulars as to Directors if desire
to be stated.
- 5) Name, address and other necessary particulars :
of Managing Agents, if any appointed by the
Company.
- 6) Copies of Memorandum, Articles of Association :
(with the latest amendments, if any).
- 7) Copies of audited balance sheets of the :
Company for the last two years

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of :
registration.
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners :
and the interest of each partner in the
partnership – any special particulars as to
partners if desired to be stated.
- 6) Whether the firm pays income tax over ₹ :
10,000/- per year

C) In case of an Individual:

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

2) Name of the father of the Bidder. :

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

4) When business was started and by whom. :

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

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

Dated:

(Full signature of Bidder)

ABSTRACT FORM OF TENDER (UNPRICED)

(To be submitted with Techno Commercial Bid)

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

(a) Name of Work. : SUPPLY OF CONTRACT LABOURS FOR PERFORMING MISCELLANEOUS JOBS AT DIFFERENT LOCATIONS UNDER ENGINEERING DEPARTMENT, HALDIA DOCK COMPLEX, SMP-KOLKATA.

(b) Time allowed for completion of the work : 3 (Three) years

(c) Permanent I/T A/C No. :

(d) Maximum number of workmen to be engaged on any day. :

(e) Bank Details

Name of Bank:

Branch:

Branch Code:

Account Number:

IFS Code:-

(Signature of the Bidder)

Witness:

Address:

(Name in block letters)

Address:-

Occupation:-

FORM OF TENDER (UNPRICED)

(To be submitted with Techno Commercial Bid)

To
Sr. Dy. Manager-I (I&CF Division),
Haldia Dock Complex

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

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

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

Dated:
Seal)

(Signature of Bidder with

WITNESS :

Name of the Bidder :

Signature :

Name:

Address :

(In Block letters)

Address:

Occupation:

NON-DISCLOSURE AGREEMENT

(To be submitted on Rs 50.00 Non Judicial Stamp Paper after awarding of Work Order)

CONTRACT FORM

Sub:

Title:

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Haldia the _____, day of _____, 20____.

By and between:

The Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK), a body – duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as "**The Board**" or "**SMPA**") which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").

CLIENT and the **CONTRACTOR** are individually referred to as a "Party" and collectively as "Parties") WHEREAS:

1. **CLIENT** is engaged in business of providing services to the shipping fraternity, cargo handling and port operations.

2. **CONTRACTOR** is engaged by the Client for providing services/ works.

3. **CLIENT** is desirous of availing services of the Contractor. In course of discussion, implementation and providing the Services, Parties will have access to the confidential and / or proprietary data / information of each other. In consideration there of parties undertake to respect the confidentiality of this confidential information under the terms and conditions set out hereunder.

4. The party disclosing the confidential information is hereinafter referred to as the "Furnishing Party" and the party receiving the confidential information is hereinafter referred to as "Recipient/Receiving Party".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:

Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the "Receiving Party" by, or at the direction of the "Furnishing Party" including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated by the Receiving Party (collectively, the "Information"), will be treated as confidential as provided in this Agreement.

2. For purposes hereof, "Information" shall not include:

- (a) Information in the public domain at the time that it was provided by the Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement;
- (b) Information obtained from a third party who is authorized to do so;
- (c) Information independently developed by the Receiving Party without reference to the Information; or
- (d) Information in the possession of the Receiving Party prior to its disclosure by the Furnishing Party to the Receiving Party.

3. All Information:

- (a) Shall remain the property of the Furnishing Party;
 - (b) shall be treated as confidential by the Receiving Party, and the Receiving Party shall take such action as shall be necessary or desirable to preserve and protect the confidentiality of the Information and in any event using means not less than those used to protect its own confidential information;
 - (c) Shall be used solely for purposes as provided in this Agreement, and for no other purpose; and
 - (d) shall not be disclosed to any third party other than the Receiving Party and such of its officers, directors, employees, financial advisors, accountants or attorneys necessary on a "need to know" basis (each an "Authorized Person") without the Furnishing Party's prior written consent, and provided that each such employees/personnel/consultants have agreed to maintain the confidentiality of the Information in accordance with the terms hereof;
- Provided however, that prior to disclosing the Information, the Receiving Party shall require each person who receives the Information to be cognizant of and to comply with the terms and conditions of this Agreement.

4. In the event that the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law, rule, regulation or governmental regulatory or administrative or similar agency as part of a judicial or administrative proceeding including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Information, the Receiving Party shall provide the Furnishing Party with immediate written notice of such requirement so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. If Furnishing Party fails to obtain injunction or protective order and the Receiving Party provides information due to statute, regulation, Court directive or order of a statutory authority, Receiving Party shall not be held liable to the Furnishing Party for any loss or damage or otherwise.

5. The Receiving Party will only disclose the Information to the personnel / consultants of the Receiving party who have a need to know the Information for their work in connection with the Transaction, provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof.

6. The Receiving Party recognizes that a breach of this Agreement may cause irreparable harm to the Furnishing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the Receiving Party agrees that in the event of such breach, the Furnishing Party may be entitled to injunctive relief in addition to such other legal including criminal prosecution for such breach or equitable remedies as may be available. Receiving party shall be responsible and liable to the Furnishing party for any unauthorized disclosure or any breach of the terms and conditions herein contained. Receiving party hereby indemnifies and agrees to keeps the Furnishing party saved, defended, harmless and indemnified from and against all costs, charges, expenses and damages whatsoever except exponential or consequential damages.

7. The Receiving Party will not use nor permit the use of the Furnishing Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Furnishing Party, in any notices to third parties or in any press release or other public announcement or advertisement, however characterized, without the Furnishing Party's prior written consent.

8. This Agreement shall terminate on the earlier occurrence of (a) Parties entering into a definitive agreement for or (b) parties decide not to enter into business relation for the document management solutions services. Upon termination of this Agreement, the Receiving Party shall, as per the direction of the Furnishing Party either, return or destroy all Information, and no Information shall be stored by the Receiving Party in any form. Notwithstanding the return or destruction of the Information or the termination of this Agreement, the Receiving Party shall continue to be bound by its obligations of confidentiality hereunder for two (2) years from the date hereof.

9. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, understandings, writings, or negotiations, whether written or oral, are hereby superseded. No failure or delay by either party in exercising its rights hereunder shall operate as a waiver thereof. This Agreement may not be waived or amended except by written agreement of both parties.

10. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

11. The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law, shall, be governed by and interpreted in accordance with the laws of India and that any action in any way arising out of this Agreement shall be commenced in an appropriate court having jurisdiction in Kolkata. The prevailing party in any suit hereunder shall recover all related costs, expenses and reasonable legal fees.

12. The parties warrant that the signatory signing the Agreement on behalf of the respective parties is duly authorized to do so and irrevocably bind the parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Contractor

Signed: [insert signature of authorized representative(s) of the Contractor]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

For and on behalf of the Employer.

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

The common seal of Board, SMPK was affixed
in presence of

Secretary, Syama Prasad Mookerjee Port, Kolkata

Secretary

ANNEXURE – VII**LIST OF CREDENTIAL/S**

Sl. No.	Name of the work	Work Order No. with date	Completion Date & Actual Completion Date	Actual Bill value	Client Name with Phone No. / Mobile No., E-mail ID	Completion Certificate No. with date	BOQ Attached (Yes/No)	Documents Marked /pages no. from.... to.....	Remarks (if any)
1									
2									
3									

Signature of Bidder with official seal

LIST OF TURNOVER

Sl. No.	Financial Year	Audited Balance Sheet Submitted with UDIN (Yes/No)	Audited Profit & Loss Account Submitted with UDIN (Yes/No)	Turnover in Rupees	Documents Marked/ pages from.... to.....	Remarks (if any)
1	2022 - 2023					
2	2023 - 2024					
3	2024 - 2025					

Signature of Bidder with official seal

ANNEXURE -IX**CHECK LIST**

(TO BE FILLED- UP BY THE BIDDER)

1	Declarations (Annexure- IB) a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorized signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
2	Application money towards cost of tender documents.	Deposited	Yes / No
3	Earnest Money	Deposited	Yes / No
4	Power of Attorney with Notary	Submitted	Yes / No
5	Declaration as per Annex-IA that no conditions / deviations have been added in the tender offer.	Submitted on company's letter head.	Yes / No
6	GST registration certificate.	Submitted	Yes / No
7	Valid Trade License.	Valid up to	
		Submitted	Yes / No
8	Professional Tax Clearance Certificate / Upto date tax payment challan.	Valid up to	
		Submitted	Yes / No
9	Valid Employees' Provident Fund Account	Submitted	Yes / No
		Photo copy of latest payment challan of EPF submitted	Yes / No
10	ESI registration	Submitted	Yes / No
		Photo copy of latest payment challan of ESI submitted	Yes / No
11	Details of firm as per Bidder's Profile	Format fill-up	Yes / No
12	Concurrent Commitments of the Bidder	Format fill-up	Yes / No
13	Credential within seven years (List of credentials as per Annex - VIII).	i) Amount	
		ii) Amount	
		iii) Amount	
		Credentials as per pre-qualification criteria.	Yes / No
		Letter of award works and completion certificate from owners are enclosed.	Yes / No
14	Certified copies of audited balance sheet and P&L A/c.	Submitted	Yes / No
15	List of Turnover with UDIN	i) Turnover amount and year	
		ii) Turnover amount and year	
		iii) Turnover amount and year	
		Certified by the CA / FA	Yes / No
16	Integrity Pact	Submitted	Yes / No
17	PAN Card	Submitted	Yes / No
18	UDYAM Certificate, if applicable	Submitted	Yes / No
19	Partnership Deed, in case of Partnership firm	Submitted	Yes / No
20	MOA and AOA, in case of Companies	Submitted	Yes / No

Signature of the bidder with seal

BANK GUARANTEE FORMAT
(Earnest Money Deposit)

(To be issued by the Kolkata/ Haldia Branch, as the case may be of any nationalized/ Scheduled Bank of India on Non-judicial Stamp Paper worth ₹ 100/-).

To

The Board,

Syama Prasad Mookerjee Port, Kolkata

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

Email

Phone No

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "the Board"), a Body Corporate, duly constituted under the Major Port Authorities Act, 2021, having agreed to exempt M/s....., a Proprietary/ Partnership/ Limited/ Registered Company, having its Registered office at (hereinafter referred to as "The Bidder") from cash payment of Earnest Money Deposit in connection with Tender No. for (write the name of the work as per tender) for the due fulfilment by the **bidder** of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs (Rupees), we, BankBranch, Kolkata/ Haldia, do on the advice of the bidder, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹ (Rupees).

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, Bank,Branch, Kolkata/ Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Board within a week from the date of such demand by RTGS/ NEFT/ an A/c Payee Banker's Cheque drawn in favour of "Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata" without any demur. Even if there be any dispute between the **bidder** and the 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,

..... Bank.....Branch, Kolkata / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Board to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We, Bank, Branch,, Kolkata / Haldia, further agree that a mere demand by the Board at any time 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 bidder and no protest by the bidder, 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 the Board in the manner and within the time aforesaid.

3. WeBank.....Branch,, Kolkata/ Haldia further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured / fulfilled by the bidder and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of days of 20.... and subject also to the provision that the Board shall have no right to demand payment against this guarantee after the expiry of three (03) calendar month from the expiry of the aforesaid validity period up to..... or any extension thereof made by us Bank, Branch,, Kolkata / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Board, only on a written request by the Board to the bidder for such extension of validity of this Bank Guarantee.

4. 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 tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the bidder or to postpone for any time or from time to time any of the powers exercisable by the Board against the bidder and to forebear or enforce any of terms and conditions relating to the said tender 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 bidder or for any fore-bearance, act or commission on the part of the Board or any indulgence by the Board to the bidder or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have the effect of so relieving usBankBranch,, Kolkata / Haldia.

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid upto _____; and
- c) We are liable to pay the guarantee 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 _____ (date of expiry of claim period of Bank Guarantee) at Bank, Branch, Kolkata/ Haldia,

SIGNATURE..... .

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata/Haldia.

(OFFICIAL SEAL OF THE BANK)

Note: -

Interested bidders are requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause: -

“While issuing Bank Guarantee issuing applicant must mention receiver’s details as ICICI Bank, IFSC- ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

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

Ref. No.....

Insurance Surety Bond No.....

Dated.....

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

Sir,

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,HDC" 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 submitted a 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,HDC" which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

We (name of Indian Insurance Company) _____, registered under the laws of India having head / registered office at _____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (herein after referred to as "the Insurer" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by any official of "SMPK,HDC", 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,HDC" having to substantiate the demand. Any such demand made by any official of "SMPK, HDC" shall be conclusive and binding on the Insurer and the Insurer shall immediately remit the amount to "SMPK, HDC" in the manner provided at para 7 below irrespective of any dispute or difference raised by the Bidder.

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

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.

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).

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)

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

Beneficiary Account Name: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex

Bank Name: Punjab National Bank Branch- Haldia Dock Complex Branch

Bank Account Number: 1604050000310

IFSC Code: PUNBO160420

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 "SMP Kolkata, HDC" 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 "SMP Kolkata, HDC' under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

The Insurer hereby agrees to waive rights of subrogation against "SMP Kolkata, HDC" 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: This Insurance Surety Bond / all further communications relating to the Insurance Surety Bonds should be forwarded to _____(Insert the address of the tender inviting Authority mentioned in the Tender) only. Insurance Surety Bond, duly executed as per the above format, is to be enclosed with the offer.

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

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).

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.

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.

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

The expiry date as mentioned in clause 3 should be arrived at by adding 45 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.

The expiry of claim period as mentioned in clause 4 should be arrived at by adding one month period from the date of expiry of the Insurance surety Bond.

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.

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

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

Proforma of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalized/ Scheduled Bank of India on Non-Judicial Stamp Paper worth Rs 100/- or as decided by the Engineer/ Legal Adviser of the Board of SMPA.

(In lieu of Cash Security Deposit)

To
The Board
Syama Prasad Mookerjee Port, Kolkata

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....
Email
Phone No

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "the Board"), a Body Corporate, duly constituted under the Major Port Authorities Act, 2021 having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Board and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No.....dated (hereinafter referred to as 'the said Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), We, Bank, Branch, Kolkata/ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of Rs..... (Rupees).

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, Bank, Branch,, Kolkata/ Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Board within a week from the date of such demand by RTGS/ NEFT/ an A/c Payee Banker's Cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex " without any demur. Even if there be any dispute between the contractor and the 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, Bank, Branch, Kolkata/ Haldia decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Board to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Bank, Branch, Kolkata/ Haldia further agree that a mere demand by the Board at any time 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 payments to the Board in the manner and within the time aforesaid.

3. We, Bank, Branch, Kolkata/ Haldia further agree 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 the Board under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the 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 ofdays of.....20.. and subject also to the provision that the Board shall have no right to demand payment against this guarantee after expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto Or any extension thereof made by us Bank Branch, Kolkata/ Haldia in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Board, only on a written request by the Board to the contractor for such extension of validity of this Bank Guarantee.

4. 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 to extend the time for full performance of the said contract including fulfilling all obligations under 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 the Board or any indulgence by the Board to the

contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBank Branch.

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____only);

b) This Bank Guarantee shall be valid upto _____; and

c) We are liable to pay the guarantee 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_____ (date of expiry of claim period of the Bank Guarantee) at Bank, Branch, Kolkata/ Haldia,

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH..... (OFFICIAL SEAL OF THE BANK)

Note:-

Interested contractor is requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause: -

“While issuing Bank Guarantee issuing applicant must mention receiver’s details as ICICI Bank, IFSC- ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

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

Ref. No.

Insurance Surety Bond No _____ Dated _____

To,

Syama Prasad Mookerjee Port, Kolkata Haldia Dock Complex

[Address of tender Inviting Authority to be mentioned]

Sirs,

In consideration of 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 Head office at 15 Strand Road, Kolkata 700001 and one of its offices at _____ (insert the address of Tender Inviting Authority) (hereinafter called "SMPK, HDC" which expression, administrators, executors and assignees) having entered into a contract No. dated (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s _____ having its registered / head office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees), and "SMPK, HDC" having agreed that the Contractor shall furnish to "SMPK, HDC" a performance guarantee (Unconditional Insurance Surety Bond) for Indian Rupees _____ for the faithful performance of the entire contract.

We (name of Indian Insurance Company) _____ registered under the laws of having head/registered office at _____ and registered with Insurance Regulatory and Development Authority of India (IRDAI) (hereinafter 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) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any/all moneys to the extent of Indian Rs. (in figures) (Indian Rupees (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the Contractor.

Any such demand made by any official of "SMPK, HDC" on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/ or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by "SMPK, HDC" in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Insurer.

The Insurer also agrees that "SMPK, HDC" at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that "SMPK, HDC" may have in relation to the Contractor's liabilities.

The Insurer further agrees that "SMPK, HDC" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in "SMPK, HDC" against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of "SMPK, HDC" or any indulgence by "SMPK, HDC" to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The Insurer further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of "SMPK, HDC" under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till "SMPK, HDC" discharges this Insurance Surety Bond in writing, whichever is earlier.

This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of "SMPK, HDC" or that of the Contractor.

The Insurer confirms that this guarantee has been issued with observance of appropriate laws of the country of issue ie. India.

The Insurer also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of High Court at Calcutta.

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

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

Beneficiary Account Name: Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex
Bank Name: Punjab National Bank Branch- Haldia Dock Complex Branch
Bank Account Number: 1604050000310
IFSC Code: PUNB0160420

Any claim under this Insurance Surety Bond must be received by us on or before _____ (Indicate date of expiry of claim period which includes minimum two months period from the 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, HDC" under this Insurance Surety Bond will cease. However, if such a claim has been received by Insurer on or before the said date, all the rights of "SMPK, HDC" under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim.

The Insurer hereby agrees to waive rights of subrogation against "SMPK, HDC 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 ofat.....

(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 Bond should be forwarded to(Insert the address of the tender inviting Authority mentioned in the tender) only.

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

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).

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.

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.

Insurance Surety Bond can be submitted only if contractor is required to submit Performance Security/Security Deposit in Indian Currency only.

The expiry date as mentioned in clause 3 should be arrived at by adding 60 days to the contract completion date (including Defect Liability/Guarantee/Warranty obligations) unless otherwise specified in the Tender document.

The expiry of claim period as mentioned in clause 4 should be arrived at by adding two months period from the date of expiry of the Insurance surety Bond.

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

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

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

General Conditions of Contract Forms and Agreements

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

**Including Addendum Sanctioned by the Board of SMPA
Meeting held on July, 2014**

**SYAMA PRASAD MOOKERJEE
PORT, KOLKATA**

**KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX**

JULY , 2014

GENERAL CONDITIONS OF CONTRACT

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

AMENDMENT

TO

GENERAL CONDITIONS OF CONTRACT

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

Table under sub-clause (a)

PREVIOUS			AS AMENDED			
			For Works Contract		For Contract of Supplying Materials or Equipment only	
	For Works Contract	For Contract of Supplying Materials or Equipment only	Estimated Value of Work	Amount of Earnest Money	Estimated Value of Work	Amount of Earnest Money
Up to ₹ 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work	Up to ₹ 10 Crore	2% of the estimated value of work	Up to ₹ 1,00,000.00	1% of the estimated value of work
Over ₹ 1,00,000.00	2% of the estimated value of work subject to a maximum of ₹ 20,000/- and minimum of ₹ 5,000/-.	½% of the estimated value of work subject to a maximum of ₹ 10,000/- and minimum of ₹ 1,000/-.	Over ₹ 10 Crore	2% on first ₹ 10 Crore + 1% on the balance	Over ₹ 1,00,000.00	½% of the estimated value of work subject to a maximum of ₹ 10,000/- and minimum of ₹ 1,000/-.

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

Table under sub-clause (d)

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

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

1. DEFINITIONS

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

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

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

<p>2.5 <i>Provided always that the Engineer's Representative shall have no power :</i></p> <ul style="list-style-type: none"> (a) to order any work involving delay or any extra payment by the Board of SMPA s, (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. 	<p>Limitation of Engineer's Representative's Power</p>
<p>2.6 Provided also as follows :</p> <ul style="list-style-type: none"> (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 Board of SMPA as though it had been given by the Engineer, who may from time to time make such delegation. 	<p>Engineer's Overriding Power</p>
<p>3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES</p>	
<p>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 :</p> <ul style="list-style-type: none"> (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. (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. 	<p>The tender must encompass all relevant aspects/ issues.</p> <p>Site & Local condition.</p> <p>Drawing/ Specification/ Nature & extent of work to be done.</p>

- (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 Board of SMPA 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 Board of SMPA s, 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 Board of SMPA s, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

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

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of S.D. recovery.
For works up to ₹ 10,00,000/-.	10% (Ten percent)	1% (One percent)	
For works costing more than ₹ 10,00,000/- and up to ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7½% on the balance.	1% on first ₹ 10,00,000/- + ½% on the balance.	
For works costing more than ₹ 20,00,000/-	10% on first ₹ 10,00,000/- + 7 ½% on the next ₹ 10,00,000/- + 5% on the balance.	1% on first ₹ 10,00,000/- + ½% on the next ₹ 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 Board of SMPA s' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be. S.D. for supply contracts to be deposited in advance.

(i) No interest shall be paid by the Board of SMPA to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Board of SMPA s, 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 Board of SMPA s, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Board of SMPA shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.

- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Board of SMPA shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases
- 3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts : Applicability of laws on the contract
1. The Contract Act (India), 1872.
 2. The Major Port Trusts Act, 1963.
 3. The Workmen’s Compensation Act, 1923.
 4. The Minimum Wages Act, 1948.
 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 6. The Dock Workers’ Act, 1948.
 7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract. Contractor to Execute Contract Agreement.
- 4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. Interpretation of contract documents –Engineers’ Power

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

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

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

- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Board of SMPA or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Board of SMPA 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 Board of SMPA s, 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 Board of SMPA and protect them from being damaged by his workmen and arrange for disposal of them at the Board of SMPA s' expense as per the instruction of the Engineer's Representative.
- Fossils, Treasure trovais, etc. are Board of SMPA s' property
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Board of SMPA against all claims, demands, actions and proceedings and all costs arising therefrom on account of :
- Contractor to Indemnify the Board of SMPA against all claims for loss, damage, etc.
- (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 Board of SMPA or any other person.
 - (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Board of SMPA and other agencies employed by or with the permission and/or knowledge of the Board of SMPA 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 Board of SMPA s.
- Dismantled materials Board of SMPA s' property

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following :
- Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.
- Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- Contractor not to publish photograph or particulars of work

- 4.21 The Contractor shall at the Board of SMPA s' 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 Board of SMPA and their workmen to the Board of SMPA s' 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 Board of SMPA for any delay or expense incurred by reason of such default. Contractor to provide facilities to outsiders
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Board of SMPA 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. Board of SMPA s' 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 Board of SMPA or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Board of SMPA s. 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 Board of SMPA s' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Board of SMPA s' working hours

- | | | |
|-----|--|---|
| 5.4 | Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. | Contractor to supply all materials as per requirement of the Engineer or his representative |
| 5.5 | Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. | Materials & Works |
| 5.6 | Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost. | Contractor to submit samples for approval |
| | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. | Contractor to arrange all testing at his own cost. |
| 5.8 | Regarding the supply of any materials by the Board of SMPA to the contractor in accordance with the contract, the following conditions shall apply : | |
| | (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Board of SMPA s' 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 Board of SMPA s' Stores as per the direction of the Engineer or his Representative. | The Contractor shall account for and look after the Board of SMPA s' materials |
| | (b) Being the custodian of the Board of SMPA s' 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 Board of SMPA s' 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 Board of SMPA s' materials |
| | (c) The Board of SMPA s' 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 Board of SMPA s' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. | Delay in supply of Board of SMPA s' materials will only entitle the Contractor for extension of completion time of work |

- (d) Unless stipulated otherwise in the contract, the value of the Board of SMPA s' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Board of SMPA s' failure to effect timely supply thereof. Recovery from Contractor for Board of SMPA s' materials under normal circumstances
- (e) If the Engineer decides that due to the contractor's negligence, any of the Board of SMPA s' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - Recovery from Contractor for Board of SMPA s' materials under other circumstances.
- (1) The issue rate of the materials at the Board of SMPA s' Stores and
 - (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Board of SMPA 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 THOROUGH the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Board of SMPA 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.

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 Board of SMPA s, unless such suspension is – Contractor to suspend work on Order from Engineer or his Representative

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

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

6.0 TERMS OF PAYMENT :

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

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

Payment on the basis of measurements at agreed rates.

Limitation for on account payment

Recording of measurements

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Board of SMPA s' 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 ₹ 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, Advance payment against Non-perishable materials
 - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - (iii) a formal agreement has been drawn up with the contractor, under which the Board of SMPA 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 Board of SMPA s' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Board of SMPA s' whereby the contractor shall indemnify the Board of SMPA against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

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

- | | | |
|-----|---|---|
| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Board of SMPA from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Board of SMPA 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 Board of SMPA s, owing to dispute or otherwise or for any delay on the part of the Board of SMPA in making interim or final payment or otherwise. | Interest not
admissible to
Contractor |
| 7.0 | VARIATION AND ITS VALUATION : | |
| 7.1 | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. | Quantities in
Bill of
Quantities of
Tender |
| 7.2 | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : | Engineer's
power to vary
the works |

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

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

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Board of SMPA s' 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.
- 8.2 (a) If the Contractor fails to execute / 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 Board of SMPA 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.
- Extension of completion time
- 'Liquidated Damage' and other compensation due to Board of SMPA s

- (b) Without prejudice to any of their legal rights, the Board of SMPA 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 Board of SMPA 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 Board of SMPA in this respect, as communicated by the Engineer shall be final and conclusive :

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

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Board of SMPA or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Board of SMPA s, the Contractor shall hand over all the Board of SMPA s' 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 Board of SMPA shall have the power to complete the work THOROUGH any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Board of SMPA s. 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 Board of SMPA s. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Board of SMPA 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 Board of SMPA 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 THOROUGH other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- Contractor's obligation for maintenance of work.

- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Board of SMPA s, 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 Board of SMPA shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting o the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Board of SMPA s, 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 Board of SMPA shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Board of SMPA from the Contractor. Refund of Security Deposit
- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION
- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer’s decision
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman’s award.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Board of SMPA for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made 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 ₹ 40,00,000/- .
 - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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

(TO BE SUBMITTED WITH COVER- I OFFER)
THE BOARD OF BOARD OF SMPA FOR THE PORT OF KOLKATA
FORM OF TENDER (UNPRICED)

To
The Manager (ENGINEERING),
Haldia Dock Complex.

I/We _____

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

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

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

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

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

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

Dated :

(Signature of Bidder with Seal)

WITNESS :

Name of the Bidder :

Signature :

Name : (In
Block Letters)

Address :

Address :

Occupation
:

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :
.....
.....

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

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

Work Order No.....

Allocation.....

Contract No.

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

from the _____ day of _____ 2000 to _____ day of _____ 2000 .

Yours faithfully,

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

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

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

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (ENGINEERING)

Haldia Dock Complex

Calcutta Port Trust

Haldia.

(Atten:.....)

Dear Sir,

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

Name of work : _____

Work Order No :- _____

Contract No. _____

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

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

Yours faithfully,

(Signature of the

Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

KOLKATA PORT TRUST
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Board of SMPA for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

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

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - i.The said Tender/Offer & the acceptance of Tender/ Offer.
 - ii.The Drawings.
 - iii.The General Conditions Of Contract.
 - iv.Special Conditions Of Contract (If any).
 - v.The Conditions Of Tender.
 - vi.The Specifications.
 - vii.The Bill Of Quantities.
 - viii.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Board of SMPA to the Contractor as hereinafter mentioned the contractor hereby covenant with the Board of SMPA to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Board of SMPA hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

Proforma of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalized/ Scheduled Bank of India on Non-Judicial Stamp Paper worth Rs 100/- or as decided by the Engineer/ Legal Adviser of the Board of SMPA.

(In lieu of Cash Security Deposit)

To

The Board

Syama Prasad Mookerjee Port, Kolkata

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

Email

Phone No

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "the Board") , a Body Corporate, duly constituted under the Major Port Authorities Act, 2021 having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Board and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No.....dated (hereinafter referred to as 'the said Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), We, Bank, Branch, Kolkata/ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of Rs..... (Rupees).

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,
 Bank, Branch,, Kolkata/ Haldia shall have no right
 to decline to cash the same for any reason whatsoever and shall cash the same and
 pay the sum so demanded to the Board within a week from the date of such demand
 by RTGS/ NEFT/ an A/c Payee Banker's Cheque drawn in favour of "Syama Prasad
 Mookerjee Port, Kolkata, Haldia Dock Complex " without any demur. Even if there be
 any dispute between the contractor and the 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, Bank, Branch,
 Kolkata/ Haldia decline or fail or neglect to honour the Bank Guarantee in
 the manner aforesaid shall constitute sufficient reason for the Board to enforce the
 Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Bank..... Branch, Kolkata/ Haldia further agree that a
 mere demand by the Board at any time 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 Bank,
 Branch, Kolkata/ Haldia to decline or fail or neglect to make
 payments to the Board in the manner and within the time aforesaid.

3. We, Bank, Branch, Kolkata/
 Haldia further agree 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 the Board
 under and/or by virtue of the terms and conditions of the said contract have been fully
 paid and its claim satisfied and/ or discharged in full and/or till the 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
days of.....20.. and subject also to the provision that the Board
 shall have no right to demand payment against this guarantee after expiry of 6 (six)
 calendar months from the expiry of the aforesaid validity period upto
 Or any extension thereof made by us BankBranch,

..... Kolkata/ Haldia in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Board, only on a written request by the Board to the contractor for such extension of validity of this Bank Guarantee.

4. 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 to extend the time for full performance of the said contract including fulfilling all obligations under 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 the Board or any indulgence by the Board to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBank Branch.

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

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____ only);

b) This Bank Guarantee shall be valid upto _____; and

c) We are liable to pay the guarantee 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 _____ (date of expiry of claim period of the Bank Guarantee) at Bank, Branch, Kolkata/ Haldia,

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

Note:-

Interested contractor is requested to note that Bank Guarantee Repository System (BGRS) for BG offered by ICICI bank is to be introduced along with undernoted clause: -

“While issuing Bank Guarantee issuing applicant must mention receiver’s details as ICICI Bank, IFSC-ICIC0003507, Branch Haldia Township in BG text at which SFMS IFIN760 messages to be sent by issuing bank to establish the authenticity of given BG”.

Integrity Pact

Between
Kolkata Port Trust (SMPK) hereinafter referred to as “**The Principal/ Employer**”.

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or THOROUGH family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THOROUGH which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) /Contractor(s) will not directly or THOROUGH any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any

third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

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

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

- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractor
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractor. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 – Facilitation of Investigation:

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

Section 10 – Pact Duration:

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

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

Section 11 – Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium membeर
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of Foreign suppliers for all Tender an agent who is not registered with SMPK 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 SMPK.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by SMPK 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 THOROUGH 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 SMPK in India in equivalent Indian Rupees.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.