

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

The Tender must encompass all relevant aspects/Issues. :

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 in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration

Site & Local condition:

(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.

Drawing/Specification /nature & extent of work to be done:

(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.

Accommodation for Contractors men/materials:

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

Water for drinking etc./Electrical power :

(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.

Payment of Taxes/duties and observance of all statutes:

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

Payment of Stamp-Duty by the Contractor:

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

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

Discloser of Owner's Name:

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

Earnest Money and Security Deposit:

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

Scale of E.M. Deposit:

Estimated Value of Work	Amount of Earnest Money	
	For works contract	For contract of supplying materials or equipment only.
Upto Rs. 1.00000	5% of the estimated value of work,	1% of the estimated value of work
Over Rs. 100000	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

Method of Paying E.M. :

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia Holding

as the case may be and the receipt granted therefor be kept attached to the Tender/offer in the Sealed Cover.

Refund of E.M. :

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta/ Haldia.

Exemption from EM. to Regd. Firms. :

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced upto Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced upto Rs. 1,00,000/-
C	Rs. 2,500/-	Any tender priced upto Rs. 50,000/-.

Tender without E.M. liable to rejection. :

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

Forfeiture of E.M. before acceptance of offer:

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

EM. to be converted to Part S.D. :

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

Mode of recovery of balance 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 upto the stage of completion.

Scale of S.D. recovery. :

Value of work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials & equipments only
For works upto Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs. 10,00,000/- and upto Rs. 20,00,000/-	10% on first Rs. 10,00,000/- + 7 ^{1/2} % on the balance.	1% on first Rs.10,00,000/- + 1/2% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 ^{1/2} on next Rs. 10,00,000/- + 5% on the balance	1% on first Rs. 10,00,000 + 1/2% on next Rs. 10,00,000/- + 1/4% on the balance.

S.D. for supply contracts to be deposited in advance. :

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

No interest payable on E.M./S.D :

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage

Mode of refund of S.D.:

3.5 (i) The Security Deposit shall be 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. If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said 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.

Forfeiture of S.D.:

. (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/ observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract

Bank Guarantee in lieu of Cash S.D. in Certain Cases:

3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Band in the form of an irrevocable guarantee from Calcutta/1-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-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally