

Section-C

General Terms & Conditions

GENERAL TERMS & CONDITIONS OF CONTRACT

1.0. Meaning & Expressions :

The expression as is in the tender document shall have the meaning hereby assigned to them except where the context otherwise requires:-

- 1.1. Purchaser / Employer / Department wherever used in this contract shall mean the Kolkata Metropolitan Development Authority (or KMDA in abbreviation) having its Office at Unnayan Bhavan, Block –DJ, Salt Lake City, Kolkata- 700091 and its successors and assignees.
- 1.2. The Engineer-in-Charge shall mean the person nominated by the Purchaser Employer or such other officer as may be authorized by the Purchaser /Employer to act as Engineer-in- Charge for the purpose of this contract.

The Executive Engineer, Electrical Division- V, EM sector, KMDA shall be the “Engineering in Charge” for the time being with whom the Execution of the Contract Agreement shall rest between the Contractor and the KMDA.

The Superintending Engineer, Electrical Circle- I, EM Sector, KMDA shall be the “Superintending Engineer” for the time being.
- 1.3. Engineering in Charge’s representative shall mean Assistant Engineer and or Junior Engineer appointed by the EIC
- 1.4. The contractor shall mean the tenderer / bidder in this case; whose tender has been accepted by the Purchaser / Employer and shall include the contractor’s legal representative, successors and assignees. In case of contractor being a Joint Venture Company / consortium / association, all the partners or share holders of the company / consortium/ association formed for the mutual purpose and interests shall be jointly be liable to the purchaser / Employer for execution of the contract in all respect. However, the JV party shall be treated as single entity.
- 1.5. The contract shall mean the agreement made between the Purchaser/ Employer and Contractor for **Repairing, Overhauling, Complete Servicing and heat varnishing of 132 KW Horizontal Motor Set & replacement of damaged spares along with allied work at Gayeshpur Booster Pumping Station.**as per this NIT and other technical specification, including letter of intent, work order etc & all other documents, annexure, drawings etc to which the reference may properly be made in order to ascertain the rights & obligations of the parties under the said contract.
- 1.6. The contract price shall mean the sum named in the letter of Intent / Acceptance as the contract price subject to such additions thereto or deletions there form as may be made under provisions here in after contained.
- 1.7. The contract value shall mean the part of the contract price which is properly apportioned to the plant in question having to the state, condition and location of the plant and disregarding any changes that may have occurred since the date of contract but in case of performing of the contract.
- 1.8. Specification shall mean the schedule, detailed drawings, statement of technical data, performance characteristics and all such particulars mentioned as enclosed with the document and subsequently the order along with such other schedules, drawings as may be mutually agreed upon in the interest of the works.
- 1.9. Site shall mean the place mentioned by the purchaser where the plant and equipments under the contract are to be supplied, erected, installed, tested & commissioned
- 1.10. The contract drawings shall mean the designs, in details, general layout drawings, R.C.C. foundation Drawing sketches(if any) and details on which the contract shall be executed. The designs, plant drawings, sketches and details etc. as will be supplied by the contractor shall have to be duly approved by the Engineer-in-Charge.
- 1.11. Month shall mean the Calendar month.
- 1.12. Works shall mean both permanent nature of work and temporary nature of work required to be under taken and or carried out for performing the contract.

- 1.13. 'Cost' shall be deemed to include all necessary costs to perform the contract including overhead costs whether 'on' or 'off' the site of works.
- 1.14. The 'bill of quantities', 'the schedule of works', 'the schedule of probable item of works with approximate quantities' or any other similar words used in this document shall mean same and equal i.e. bill of quantities of probable item of works with approximate quantities.

2.0 Evaluation & opening of tender :

- 2.1. Since the tender is of two parts, PART -I of the tender shall be first opened, judged by the tender evaluation committee (TEC) on the basis of the requisite documents furnished by the tenderer and declared qualified for opening of the Part –II tender.
However the TEC, at their discretion may call for any clarification, further documentation etc during the process of evaluation from any bidder and consider the same in the process.
- 2.2. The PART –II part of the tender that will not be declared qualified by the tender evaluation committee, will not be opened for consideration.
- 2.3. The PART –II part i.e. priced schedule of works and rates shall only be opened for the qualified tenderer / bidders in the notified date and time.
- 2.4. Any deviation from the tender terms & conditions, technical specification etc, the tender may lead to cancellation and in this respect the decision of the department is final and binding.

3.0 Withdrawal of tender :

A tender once submitted shall not be withdrawn within a period of 120 days from the last date of receipt of tenders. If a tenderer withdraws his tender within the stated period without giving any satisfactory explanation for such withdrawal, he may be disqualified for submitting any tender for works under the department for a minimum period of one year.

4.0 Acceptance of tender :

The acceptance of tender shall rest with the Executive Engineer / Superintending Engineer, as the case may be, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all tenders received without assigning any reasons thereof.

5.0. Terms of payment :

- a) 70% of the item-wise rates will be payable against supply & safe delivery of the materials at site.
- b) 20% of the item-wise rates shall be payable after installation & testing.
- c) 10% of the item-wise rates shall be payable after successful commissioning of the system.

In addition to above, normal security deposit will be deducted from the contractor's bill. Statutory deduction like Income Tax, G.S.T. etc. shall also be made from the contractor's bill. No variation in the terms of payment will be acceptable.

6.0. Statutory Deductions / Tax Recovery :

- 6.1. Statutory deduction on account of Income Tax shall be made from the contractor payment as per prevalent GOI rules.
- 6.2. G.S.T. shall be deducted from the contractor's bill as per prevalent authority order.
- 6.3. Apart from the above, normal security deposit @ 10% of the job value which includes 2% EMD shall be deducted from the progressive bills and shall be released after fulfillment of the contract term as mentioned here in after.

7.0. Validity of the offer :

The offer shall be kept valid for 120 (one hundred twenty) days from the date of submission of the Part-II tender.

8.0. Interest :

No Interest shall be payable by KMDA on the amount due to the contractor.

9.0. Execution of Contract Agreement :

- 9.1. The successful tenderer, to whom the letter of intent shall be issued, shall execute an agreement in KMDA Form No: 1 in quintuplicate with the department within schedule days from the date of issuance of the LOI or as would be mentioned in the LOI.
- 9.2. The availability and the cost of the agreement papers shall be intimated in the LOI. Upon execution of the agreement, the formal work order will be issued by the Engineer-in-Charge.
- 9.3. Failure to execute the agreement in due time may lead to cancellation of the LOI with forfeiture of earnest money deposit.

9A. Provision of Defect Liability Period & Refund of Security Deposit:

Prospective bidders shall have to execute the work in such a manner so that appropriate service level for the stipulated work of the maintenance is to be maintained during stipulated contractual period till completion and an appropriate **Defect Liability Period i.e. 06 (Six) months from the date of completion of the work**. If any defect/ damage is found during the period as mentioned above, the contractor shall make good the same at his own expense to the specification at par with instant project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (for which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof or from any pending dues for any contract with KMDA . Refund of Security Deposit will only be made after completion of Defect Liability Period (DLP).

10.0. Earnest Money & Security Deposit :

- 10.1. The tenderer shall deposit the earnest money amounting to 2% (two percent) of the offered value of the bidder.
- 10.2. The earnest money / initial security deposit shall be deposited on the scheduled bank account briefed in detailed e-tender notice in Sl. No. 4.0.
- 10.3. An amount at the rate of 10% of the work will be recovered from the progressive bills, which will be inclusive of the initial security deposit. This is the order of Chief Engineer E/M sector, KMDA.
- 10.4. The contractor, at his own choice, may apply to the department for allowing him to keep Bank Guarantee from a Nationalized Bank preferably at Kolkata in lieu of the Ten percent (10%) deductible security deposit valid up to the period of guarantee in the prescribed format of the department. The BG shall be limited to maximum of Ten percent (10%) of the billed value deductible from the progressive bills.

11.0 Rejection of Tender :

Tenders which do not fulfill or comply any of the above criterion and or incomplete in any respect shall be summarily rejected.

12.0 Forfeiture of Initial Security Deposit (EMD) :

Failure on the part of the contractor in furnishing additional copies of contract document in terms of clause no: 9 above or in timely commencement of work as required shall be construed breach of the contractual obligations.

This will render the contract liable to termination without any reference to the contractor with forfeiture of the amount of the initial security that may have lying with KMDA at that time

13.0 Canvassing :

Canvassing in any form in connection with this tender is strictly prohibited and the tender once submitted by the tenderer who resort to any sort of canvassing shall be liable for rejection.

14.0 Documents mutually explanatory:

The several documents forming the contract documents are to be taken as mutually explanatory of one another. But in case of ambiguities or any discrepancies, the same shall be explained and adjusted by the Engineer in Charge. The explanation given by the Engineering in Charge shall be binding upon the contractor.

15.0 Work to be to the satisfaction of Engineer-In-Charge:

The contractor, so far as it is legally or physically impossible, shall execute and maintain the work and the work progress in strict conformity and accordance with the contract documents and to the satisfaction of Engineer In Charge and shall comply with and strictly adhere to the instruction and direction of Engineer In Charge whether mentioned in the contract or not. The contractor shall take instruction and complete the work as per contract specification and satisfaction of the Engineer In Charge or his authorized representative

16.0 Contractor's Superintendence:

16.1. The contractor shall give or provide all necessary and required superintendence during the execution of the works and as long there after as the Engineer in Charge may consider it necessary for properly fulfilling the contractor's obligation under the contract.

16.2 The contractor, with the written permission and approval of EIC, shall deploy a competent & authorized representative of him, whose primary duty has to be constantly on the works and shall give his whole time to the superintendence to the site job. The approval so given by the Engineer In Charge for deployment of contractor's representative at site may be withdrawn by him.

16.3. The contractor shall be bound, on receipt of such written withdrawal notice, reappoint a fresh representative for day to day site work after obtaining written approval from the EIC on such fresh appointment.

The contractor shall engage/ deploy such other competent pull of personnel as has been mentioned elsewhere in this document for day to day superintendence of work.

17.0. Accident or injury to workmen:

The employer shall not be liable for or in respect of any damages or compensation payable by law in consequences of any accident or any injury to workmen or other person in the employment of the contractor or any sub contractor, save and except any accident, injury resulting from any act or default of the employer, his agents or servants.

The contractor shall indemnify and keep indemnified the employer against all such damage and compensation and against all claims, proceedings, cost, charges and expenses what so ever in respect hereof or in relation thereto through the adequate insurance coverage.

18.0. Cancellation of Contract:

18.1. If the contractor shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-Charge in connection with the performance of the contract, the purchaser shall give notice to the contractor in writing to make good the failure, neglect or contravention, complained of.

18.2. Should the contractor fail to comply with the notice within the reasonable time from the date of service thereof, the employer may forthwith terminate the contract by notice in writing to the contractor without any rights which may have acquired there- under by either party prior to such termination. The provision as laid down in the KMDA Form No.1 shall be applicable.

19.0. Insurance of works and or any equipments supplied and or erected for the Job:

19.1. The contractor, without limiting his obligations and responsibilities if stated in any other clauses of this contract elsewhere, shall insure all the materials and equipments to be supplied and erected by him in the joint name of the employer and the contractor against all losses and or damage from whatever causes arising out, be it transportation, storage, erection, burglary, fire etc or any other causes for the entire period of the contract including mandatory period of operation & maintenance. The stated insurance shall indemnify the "KMDA" against such claims and any costs, charges and any other expenses in respect thereof against all losses and or damage from whatever causes arising out, be it transportation, storage, erection, burglary, fire etc or any other causes for the entire period of the contract including mandatory period of operation & maintenance.

19.2. The insurance shall cover the full contract value and shall be assigned in favour of "KMDA" The insurance policies shall be kept valid for the entire period of contract including mandatory period of operation & maintenance.

19.3. The contractor shall furnish to the EIC or his representative the original policy or policies of insurance. If EIC desires, the contractor shall also be liable to present the receipts of payments of the premiums thereof.

20.0. Third Party Insurance:

Before commencing the execution of works, the contractor, without limiting his obligations and responsibilities if stated in any other clauses of this contract elsewhere, shall insure against his liabilities for any supplied stores or physical damage, loss or injury to any human body or limbs or any property, including that of the Employer, or to any person including any employee of the employer, by or arising out during the execution of works or in the process of carrying out of this contract.

21.0. Minimum amount of third party insurance :

Such insurance shall be affected with an insurer for a reasonable amount and in terms duly approved by the E.I.C. The contractor shall furnish the original policies to the department. If so desired, the contractor shall be liable to present the receipts of payments thereof. The insurance policy shall be in the joint name of the employer and the contractor. And the same shall be assigned and indemnify the “KMDA” against such claims and any costs, charges and any other expenses in respect thereof.

21.0 Store Space:

21.1. If available, the contractor may be allowed to keep / store his materials and or supplied equipments and or machineries for the instant job at KMDA godown within KMA against a reasonable monthly rental charges to be fixed by the department later.

The contractor has to make necessary arrangement for guarding, upkeepment, storage, insurance etc for the stores at his own cost.

The loading, unloading, both at store head and the actual head, safe transportation etc. shall be done by the contractor at his own cost and shall be inclusive in the items rates.

21.2. Alternately, if available the contractor may be allowed a parcel of land at site of works or at any other places at free of cost where he may construct a required store shade for storing the supplied, delivered articles of the contract with necessary arrangement for guarding, up-keepment, storage, insurance etc. at his own cost and shall be inclusive in the item rate. The temporary store shed so built by the contractor may have to be demolished by the contractor at the option of the EIC.

The loading, unloading, both at store head and the actual site head, safe transportation etc. shall be done by the contractor cost of which shall also be inclusive in the items rates.

21.3. Alternately, the contractor may be allowed under the option of the EIC to keep /store his materials / stores supplied for this instant job at any State and or Central government godown at his own risk and cost and with required arrangement for guarding, up keepment, storage, insurance etc at his own cost and shall be inclusive in the item rate.

The loading, unloading, both at store head and the actual site head, safe transportation etc. shall be done by the contractor cost of which shall also be inclusive in the items rates.

22.0. Additions, Alterations, Omissions and or Commissions in BOQ :

The Engineer In Charge may make any variations of any form, any nature, any quantity and or any quality of any works in the BOQ or in the specifications without any prejudice to the rights and contentions of the contract, that may in his opinion is desirable or necessary.

In the event of such omissions, commissions, additions and alterations or variations of any nature, the contractor will be bound to carry out his instructions and shall fulfill / do any or all of the following. Such variations of any nature will not vitiate or invalidate the contract in any way.

- a. Increase or decrease the quantity of any work included in the contract
- b. Omit any work or part of any work
- c. Change the levels, dispositions of any part of the works
- d. Execute additional work of any kind necessary for completion of the work

23.0. Valuations of Variations:

All extra or additional work done or omitted by order of the Engineer in Charge shall be valued at the rates and prices set out in the contract.

If the contract does not contain any rates or prices applicable to the extra or additional work then the rates of such extra or less works shall be arrived as per clause no: 12 of the KMDA tender form no:1, where the Superintending Engineer shall fix such rates as shall in his opinion be reasonable and proper.

24.0. Measurement Quantities:

The quantities set out in the bill of quantities are to be treated as approximate estimated quantities of the itemized work but they are not to be taken as whole and correct quantities of the itemized work to be executed by the contractor in fulfillment of his obligations under the contract.

25.0. Works to be measured :

The Engineer in Charge or his authorized representative except as otherwise stated, ascertain and determine by measurement the value in terms of the contract work done in accordance with the contract.

The Engineer in Charge or his authorized representative shall give notice to the contractor who shall forth with attend and assist the department in making such measurement. And both the departmental representative and the contractor shall set in their dated signature in the record measurement book to be provided by the department as a token of acceptance of the measurements.

In the event of failure to attend the inspection and such joint measurement as stated here in before, then the ex-party measurement would be made by the department and shall be treated as conclusive and final and such measurement shall be binding upon the contractor.

26.0. Reduced Rates :

Reduced rates as decided by the Engineering in Charge shall be allowed for the works which in the opinion of the Engineering in Charge are not done in strict conformity with the tender specification but are acceptable.

Works which are not in conformity with the tender specification and not acceptable in the opinion of the Engineer in Charge will not be paid for and the cost of rectification or dismantling of such unacceptable work will have to be fully and solely borne by the contractor.

27.0. Supplementary / Substituted item of works :

Claims of supplementary items and or substituted item of works shall not be entertained unless supported by entries in the site order book or in writing in any other form.

28.0. Acceptance of supplementary /substituted item of works :

The admissibility or other wise of any claim of supplementary / substituted item of work and the method of determining and fixation of rate of such work and the acceptance there of will rest absolutely with the authority accepting the original tender provided that the limit of financial sanction of such claim remains within the competency of the tender accepting authority.

29.0. Disclaimer :

KMDA takes no responsibility for delay/ loss / or non receipt of tender document or any other letter sent by post either way.

The authority reserves the right to split the tender in more than one group .The authority also reserves the right to accept any offer either in full or in part and or reject any or all tenders without assigning any reasons what so ever

The authority also reserve the rights to terminate the contract honorably at any point of time by serving upon 72 (Seventy two) hours notice to the contractor, even after award of the job and execution of the agreement.

All expense for preparing and submission of the tender bid shall be to the bidder's account and shall no way be refunded/ compensated in any form.KMDA reserve the right to reject or accept or split any or all tenders / bids without assigning any reasons what so ever. KMDA reserves the right to terminate the tender without assigning any reason what so ever in nature at any point of time during pendency of the contract by serving upon seven

days written notice to the contractor even after award of the contract and execution of field work without entertaining any claim for loss of profit or compensation of any kind and of any nature whatsoever

Executive Engineer
Electrical Division-V, EM Sector, KMDA