

TENDER DOCUMENT

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.
Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia,
Dist. Purba Medinipur - 721604
Tele Fax - 03224-252135
E-mail id: schakraborty.hdc@nic.in

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona fide & experienced bidder for **“Repair and Maintenance of conveyor belts and conveyor structures of Coal Handling Plant, Haldia Dock Complex for Two years”**.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/kopt. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The bid document will also be available on the website of KoPT, HDC and CPP.

SCHEDULE OF TENDER (SOT)

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| a TENDER NO. | SDM (PNE) / T06 / 2016-17 |
| b. MODE OF TENDER | e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex. |
| c. E-Tender No. | <u>KoPT/Haldia Dock Complex/P&E Div/5/16-17/ET/548</u> |
| d. Date of NIT available to parties to download | 10.02.2017 |
| e. Pre-Bid Meeting starting date & Time | 20.02.2017 at 11-00 hrs (Pre bid meeting will be off line) |
| f. Pre –Bid Meeting closing date & Time | 20.02.2017 at 13-00 hrs. |
| g. i) Earnest Money Deposit | The intending bidders should submit Earnest Money of Rs. 3,60,000.00 (Rupees Three Lakh Sixty Thousand only) to KoPT as per NIT. |
| ii) Bid Document fee | The intending bidders should submit the tender cost of Rs. 500.00 (Rupees Five Hundred only) (non-refundable) separately to KoPT as per NIT. |
| iii) Transaction Fee | Rs. 10,350.00 (Including Service Tax & other charges @ 15.00% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A). |

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| h. Last date of submission of EMD & Bid Document fee at HDC Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata. | Three working days before the last date of closing of online bidding for the e-tender. |
| i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome | 24.02.2017 at 11-00 hrs. |
| j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. | 03.03.2017 at 14-00 hrs. |
| k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately | 03.03.2017 at 15-00 hrs. |

INDEX WITH LIST OF ANNEXURES

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Important instructions for E-procurement

This is an e-procurement event of HALDIA DOCK COMPLEX, the e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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

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| 1. | <p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should posses Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC and HDC/KoPT is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <u>www.mstcecommerce.com/eprochome/</u></p> <p>1).Vendors are required to register themselves online with <u>www.mstcecommerce.com</u>→ e-Procurement → Psu/Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Haldia Dock Complex):</p> <table border="0"> <tr> <td>1. Dealing Officer's name -</td><td>S. Chakrabarty</td></tr> <tr> <td>Designation:-</td><td>Sr. Dy. Manager (P&E.)</td></tr> <tr> <td>Phone no.</td><td>Phone no. 9434735407</td></tr> <tr> <td>e-mail :-</td><td>e-mail :- schakraborty.hdc@nic.in</td></tr> </table> <p>Contact person (MSTC Ltd):</p> <table border="0"> <tr> <td>1. Mr. Arindam Bhattacharjee</td><td>2) Mr. Sabyasachi Mukherjee</td></tr> <tr> <td>Deputy. Manager (E-commerce)</td><td>Junior Manager (E-commerce)</td></tr> <tr> <td>MobileNo:09330102643</td><td>Mobile- 07278030407</td></tr> <tr> <td>Email-arindam@mstcindia.co.in</td><td>Email: smukherjee@mstcindia.co.in</td></tr> <tr> <td colspan="2">Landline: 033 22901004</td></tr> </table> <p>B) System Requirement:</p> <ol style="list-style-type: none"> Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows 8 / updated version IE-7 and above Internet browser. Signing type digital signature JRE 7 update 9 and above software to be downloaded and installed in the system. | 1. Dealing Officer's name - | S. Chakrabarty | Designation:- | Sr. Dy. Manager (P&E.) | Phone no. | Phone no. 9434735407 | e-mail :- | e-mail :- schakraborty.hdc@nic.in | 1. Mr. Arindam Bhattacharjee | 2) Mr. Sabyasachi Mukherjee | Deputy. Manager (E-commerce) | Junior Manager (E-commerce) | MobileNo:09330102643 | Mobile- 07278030407 | Email-arindam@mstcindia.co.in | Email: smukherjee@mstcindia.co.in | Landline: 033 22901004 | |
| 1. Dealing Officer's name - | S. Chakrabarty | | | | | | | | | | | | | | | | | | |
| Designation:- | Sr. Dy. Manager (P&E.) | | | | | | | | | | | | | | | | | | |
| Phone no. | Phone no. 9434735407 | | | | | | | | | | | | | | | | | | |
| e-mail :- | e-mail :- schakraborty.hdc@nic.in | | | | | | | | | | | | | | | | | | |
| 1. Mr. Arindam Bhattacharjee | 2) Mr. Sabyasachi Mukherjee | | | | | | | | | | | | | | | | | | |
| Deputy. Manager (E-commerce) | Junior Manager (E-commerce) | | | | | | | | | | | | | | | | | | |
| MobileNo:09330102643 | Mobile- 07278030407 | | | | | | | | | | | | | | | | | | |
| Email-arindam@mstcindia.co.in | Email: smukherjee@mstcindia.co.in | | | | | | | | | | | | | | | | | | |
| Landline: 033 22901004 | | | | | | | | | | | | | | | | | | | |

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| | To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level |
| 2. | <p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> |
| 3. | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. |
| 4. | <p><u>Special Note towards Transaction fee:</u></p> <p>PAYMENT OF Transaction fee BY RTGS / NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS / NEFT to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>“The vendors shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details : Fax No. : 033- 22831002 Email ids: sanjibpoddar@mstcindia.co.in , arindam@mstcindia.co.in , rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p> |
| 5. | In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD. |

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| | <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p> |
| 6. | <p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p> |
| 7. | <p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome / of MSTC Ltd.</p> |
| 8 | <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p> |
| 9. | <p><u>Bidding in e-tender & Reverse auction:</u></p> <p>a. Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MSTC.</p> <p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run, then the bidder will not be able to save/submit his bid.</p> <p>e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can</p> |

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| | <p>click on the "Submit" button to register their bid</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>f. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply / services. Such successful tenderer shall be called hereafter CONTRACTOR.</p> <p>j. 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>k. HDC, KoPT 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>l. 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.</p> <p>m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p> |
| 10. | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 11. | No deviation to the technical and commercial terms & conditions are allowed. |
| 12. | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature. |
| 13. | HDC, KoPT has the right to cancel this e-tender without assigning any reason thereof. |
| 14. | The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. |
| 15. | The bidders must upload all the documents required as per terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered. |

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| 16 | The bid will be evaluated based on the filled-in technical & commercial formats. |
| 17. | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. |
| 18. | Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C. |
| 19. | Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate. |
| 20. | Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. |
| 21. | If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered. |
| 22. | Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid. |
| 23. | Due date of submission of tender will not be extended under any situation. |

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**
Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.
Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia,
Dist. Purba Medinipur - 721604
Tele Fax - 03224-252135
E-mail id: schakraborty.hdc@nic.in

Commercial Terms & Conditions

| <u>SL NO</u> | <u>TERMS</u> | <u>RESPONSE</u> |
|--------------|---|-----------------|
| 1 | Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. | AGREE |
| 2 | Price Bids (Part-II) of only those eligible bidders, whose Part-I Bids are complete and in order, shall be opened on time and date, to be intimated later separately. | AGREE |
| 3 | Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate. | AGREE |
| 4 | Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. | AGREE |
| 5 | When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. | AGREE |
| 6 | If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered. | AGREE |
| 7 | Due date of submission of tender will not be extended under any situation. | AGREE |
| 8 | EARNEST MONEY : As per NIT | AGREE |

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| 10 | Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited. | AGREE |
| 12 | <u>SCOPE OF WORK :</u> As per Tender Document | AGREE |
| 13 | The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. | AGREE |
| 14 | The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the technical Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties. | AGREE |
| 15 | The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the website of KoPT and also may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, on any working day before quoting for the Tender. | AGREE |
| 17 | The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. | AGREE |
| 18 | The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA. | AGREE |
| 19 | Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding. | AGREE |
| 20 | Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager (P&E) or his authorized representative at Coal Handling Plant in this regard. Non compliance of the same will in no way relieve the | AGREE |

successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

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| 21 | VALIDITY: The tender shall remain open for acceptance for a period of 120 (one hundred twenty) days from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority. | AGREE |
| 22 | NON- RESPONSIVE BIDDER: The offer/tender shall be treated as non-responsive, if: 4 months validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. Offer / tender is submitted with any deviation from the tender terms & conditions. | AGREE |
| 23 | EARNEST MONEY AND SECURITY DEPOSIT: As per tender Document | AGREE |
| 24 | PERFORMANCE GUARANTEE: As per Tender document. | AGREE |
| 27 | PRICES: Rate to be quoted in Indian Rupees (INR) through on line. The bidders shall quote his price as per Bill of Quantities in the price bid. | AGREE |
| 28 | Rate will have to be quoted as per Scope of Work, Technical Specification and Bill of Quantities and terms and conditions. | AGREE |
| 29 | The Bidder shall state clearly his quoted rates both in figure & word. | AGREE |
| 30 | Price(s) to be quoted should remain firm over the contract period. No price escalation is admissible. | AGREE |
| 31 | Unit Rate and Total Amount quoted should be inclusive of Taxes and Duties, other than Service Tax. Amount of Service Tax to be clearly indicated. | AGREE |
| 32 | EVALUATION CRITERIA: As per relevant clause of Tender document. | AGREE |
| 33 | PAYMENT: As per Tender document | AGREE |
| 34 | PERIOD OF COMPLETION OF WORK: 24 (twenty four) months from the date of placement of LOI. | AGREE |
| 35 | Location of work at the Dock Zone at HDC. | AGREE |

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| 36 | Work is to be carried out as per Scope of Work, Technical specification, Bill of Quantities and Terms & Condition of the contract document. | AGREE |
| 37 | COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE: As per Tender document. | AGREE |
| 38 | COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE: As per Tender Document. | AGREE |
| 39 | COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT: As per Tender Document. | AGREE |
| 40 | COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT: As per Tender Document. | AGREE |
| 41 | TECHNICAL CAPACITY: As stipulated in Tender document. | AGREE |
| 42 | FINANCIAL CAPACITY: As stipulated in Tender document. | AGREE |
| 43 | DOCK PERMITS : RFID based Port Access Control & Tracking System is going to be commissioned at Haldia Dock Complex soon. Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder. | AGREE |
| 44 | JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia. | AGREE |
| 45 | PERSONAL PROTECTIVE EQUIPMENT (PPE): Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises. | AGREE |

NOTICE INVITING TENDER**KOLKATA PORT TRUST, HALDIA DOCK COMPLEX
INVITES**

TENDER FOR “Repair and Maintenance of conveyor belts and conveyor structures of coal handling plant for two years with effect from April 01, 2017, by engaging out side agency through open tendering process”.

Tender Number:

| Earnest Money | Non refundable Tender Fee | Date and Time of Pre-Bid Meeting [Off line] | Last Date and time submission of Tender | Opening of Techno commercial bid of Tender |
|---|---|--|--|---|
| Rs. 3,60,000.00 (Rupees Three Lakh Sixty Thousand only). | INR 500/- (Rupees Five Hundred only) | 11:00 Hrs. of February 17, 2017 | 14:00 Hrs. of February 28, 2017 | 15:00 Hrs. of February 28, 2017 |

Details of the Tender & Tender Documents are available in web site of MSTC (mstcecommerce.com).

The Tender information/NIT is also available in the websites of <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India (www.eprocure.gov.in).

Tender Document shall neither be issued by post nor sold.

The Earnest money and Tender Cost are to be deposited separately by vendors/contractors through E.C.S. to the Current Account as appended hereunder:

- a) Name of Bank & Branch:** United Bank of India, Haldia Dock Complex Branch.
- b) Account No.:** 1604050000310.
- c) IFS Code:** UTBI0HDCF75.

Vendors/contractors participating in an e-tender are advised to deposit earnest money directly into the above mentioned bank account by RTGS/NEFT. Concerned vendors/contractors must ensure that the remitting bank positively enters their name and Tender no. in the ‘Sender to Receiver’ column at the time of making payment of earnest money by RTGS/NEFT.

Details of Earnest money and Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor:**
- b) Tender No.** :
- c) Amount remitted** :
- d) U.T.R No.** :

PRE-QUALIFICATION CRITERIA

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced contractors who meet the following pre-qualification criteria:-

Eligibility Criteria:

(A) Qualification with respect to experience:

Experience of having successfully executed similar works during last 7 years ending on 31.12.2016 should be any of the following:-

- a) Three similar completed works each costing not less than Rs. 36.00 Lakhs.
or
- b) Two similar completed works each costing not less than Rs. 45 Lakhs.
or
- c) One similar completed work costing not less than Rs. 72 Lakhs.

Similar work means experience in i) Condition monitoring/ maintenance/ repair etc. of conveyor belt in any Industry, having minimum 1000 mm wide conveyor belts (Nylon-Nylon).
and / or

ii) Carrying out structural steel construction / repair work in any Industry.

(B) Qualification with respect to financial capability:

The firm should have average financial turn over of Rs. 27 Lakhs during the last three financial years ending on 31.03.2016.

(C) Claims for fulfilling the above criteria must be adequately supported by documents like work order, execution document, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years etc.

INSTRUCTIONS TO BIDDERS:

MODE OF SUBMISSION OF BID:

E- Tenders are to be submitted in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any Deviation and Condition. Two separate parts i.e. Part- I & Part-II are to be submitted on line.

1.0 Part-I (Techno-Commercial Bid) shall be submitted on line and will contain the following documents:

- a. Brief particulars of the Firm.
- b. Order copy and Execution document of Similar Works as specified under 'eligibility criteria', previously carried out by the firm.
- c. A separate letter in the letterhead of the firm addressing to Sr. Dy. Manager(P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- d. Form of Tender duly filled in bidder's Letter Head.
- e. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- f. Documents related to registration under Service Tax Authority and ESI Authority, as applicable.
- g. VAT Registration Certificate, as applicable.
- h. Current Trade License, as applicable.
- i. Provident Fund Registration Certificate, as applicable.
- j. Copy of PAN card.
- k. Valid NSIC Certificate along with DIC's (District Industries Centre) Certificate in case of MSEs.

1.1 Part-II (Price Bid) shall be submitted on line without any condition or deviation.

Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation.

2.0 Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

2.1 The work is to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

2.2 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:

**Office of Sr. Dy. Manager (P&E),
Haldia Dock Complex.
Operational Administrative Building, 1st Floor, Chiranjibpur,
P.O. Haldia, Dist. Purba Medinipur - 721604**

2.3 The bidders may please note that Haldia Dock Complex, Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.

2.4 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

2.5 EARNEST MONEY:-

The Earnest money is to be deposited by vendors/contractors through E.C.S. to the Current Account as appended hereunder:

- a) **Name of Bank & Branch:** United Bank of India, Haldia Dock Complex Branch.
- b) **Account No.:** 1604050000310.
- c) **IFS Code:** UTBI0HDCF75.

Vendors/contractors participating in an e-tender are advised to deposit earnest money directly into the above mentioned bank account by RTGS/NEFT. Concerned vendors/contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.

2.6 Refund of EMD :

Earnest Money Deposit shall be released / refunded to the unsuccessful bidders after award of contract to the successful Tenderer. In case, no Tender is found acceptable to KoPT, Earnest Money Deposit of all the Tenderers shall be released after the decision in this regard is finalized by KoPT. No interest shall be payable on the account of Earnest Money Deposit, in any case. Earnest Money deposit of the successful bidder would be converted into Security Deposit. Balance amount of Security Deposit to be submitted by the successful bidder as mentioned in the Security Deposit Clause.

2.7 Forfeiture of EMD :

Earnest Money may be liable to forfeiture at the option of the Trustees, if the Tenderer withdraws his offer within the validity period of the offer and / or alters / amends any terms and / or condition and / or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specifically granted by the Kolkata Port Trust in writing) making it unacceptable to the KoPT; For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the Tenderer in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

3.0 SECURITY DEPOSIT:

- 3.1** Successful Tenderer will submit Security Deposit as per G.C.C. i.e. 10% on first Rs. 10,00,000/- + 7.5% on next Rs. 10,00,000/- + 5% on the Balance of the total contract value, in Demand Draft / Banker's Cheque drawn in the name of "Kolkata Port Trust, Haldia Dock Complex" payable at Haldia. The SD may also be submitted in the form of Bank Guarantee as per the enclosed format executed by Kolkata / Haldia branch of any scheduled Bank of India. In case of submission of Security Deposit in the form of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract including guarantee period. The Security Deposit will be released within 60 days after successful completion of the Guarantee Period.
- 3.2** KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 3.3** The Sr. Dy. Manager (P&E), HDC shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 3.4** After the issuance of LOI, Security Deposit will have to be submitted within 14 (Fourteen) working days.
- 3.5** The contractor shall commence the work within 07 (Seven) days after the issuance of LOI.
- 3.6** Trustee's are not bound to accept the lowest or any tender and no reason would be assigned in this regard.

SPECIAL CONDITIONS OF CONTRACT

4.1. MODE OF INTIMATION :

The controlling officer / site engineer of Coal Handling Plant of HDC will intimate the contractor, regarding various jobs, over phone / e-mail / by issuing letter. The contractor should intimate the phone nos. of his concerned contact person(s) in this regard. On receipt of the intimation, they shall have to mobilize required manpower, machinery, consumables etc at HDC site, within 2 (two) hours, and complete the job expeditiously. The job allotted will have to be continued uninterruptedly till completion of the job, if necessary.

Ply cutting, edge cutting / dressing of conveyor belt / replacement of idler/roller, bracket etc. as stated under the Scope of Work should be mobilized within 1 (one) hr. from the time of intimation.

The contractor should also carry out checking of conveyor belts and conveyor structures as per schedule provided by the controlling officer/site engineer.

4.2. TENDERERS MUST TAKE THE FOLLOWING POINTS INTO CONSIDERATION:

- 4.2.1 The successful Tenderer shall mobilize men, materials, machines, tools & tackles, etc. at site within 7 (seven) days of receipt of the Work Order.
- 4.2.2 No transport, accommodation and canteen facility will be provided to the contractor and / or their staff.
- 4.2.3 The Tenderers shall indicate clearly in their tenders the estimated number of workmen, supervising personnel that they would deploy for successful execution of the job.
- 4.2.4 The Tenderers shall also furnish with the Tender a list of the details of machines, materials, tools and tackles that they would mobilize at site at their cost.
- 4.2.5 The successful Tenderer has to maintain all relevant records in the Daily Log Book and produce the same as and when required and the Daily Log Book should be duly certified by the representative of Sr. Dy. Manager (P&E) HDC.
- 4.2.6 A log book to be maintained at site for recording the actual time of deployment of equipment by HDC and the same would be jointly signed by the representative of Sr. Dy. Manager (P&E) HDC and the Contractor.

4.3. WORKING FACILITIES:

The following facilities will be provided to the contractor under the following terms and conditions:-

- i) A token License Fee of Rs.100/-per month will be applicable on the open space, to be provided for purpose of storage of materials at site, for the period of contract. However, in case of allotment of covered space, charges will be recovered as per the prevailing rates. The site store is to be dismantled immediately on completion of the job and cleared to the satisfaction of Sr. Dy. Manager (P&E) or his authorized representative.

- ii) Electrical power for site store will be supplied on chargeable basis as per the prevailing rates, which may be revised from time to time. However power supply related to vulcanizing, lagging, dressing etc of conveyor belt / cable and fabrication, grit blasting, painting etc. for repair of conveyor structures as applicable, at site will be given free of cost. Necessary length of cable to the work place from energy meter / source and other accessories for the aforesaid purpose shall be arranged by the contractor.
- iii) Drinking water may be supplied on chargeable basis. However all necessary arrangement like plumbing / installation of water meter etc. to be made by the contractor.

4.4. CONTRACT PERIOD:

The contract shall remain valid for a period of 2(Two) years, counted from the date of placement of order by the Engineer upon the contractor. However, if a Letter of Intent (LOI) is placed by the Engineer upon the contractor and the detailed order is placed subsequently, the period of contract shall be counted from the date of placement of the LOI by the Engineer upon the contractor.

4.5. GUARANTEE PERIOD:

- a) 1 (One) Year from the date of commissioning, in case of Hot Vulcanizing Joint of Nylon - Nylon construction Conveyor Belts & 6 (Six) Months from the date of commissioning, in case of Cold Vulcanizing Joints of Nylon - Nylon construction Conveyor Belts.
- b) Drum Lagging: 6 (Six) Months from the date of commissioning.
- c) Longitudinal Cut Repairing (LCR) by Vulcanizing process- 6 (Six) Months from the date of acceptance at site stores after repair.
- d) For fabricated conveyor structures: 1 (One) year from the date of erection.
- e) The guarantee period will not be applicable for the following jobs. However, all work are to be carried out properly as per the Scope of Work:
 - i) Fastener Joints.
 - ii) Repairing of Conveyor Belts with Stray Fastener.
 - iii) Tension release and repositioning of Conveyor Belt by adjusting the Take-up during repair / replacement of Driving / Non-driving Drum.
 - iv) Laying of various sizes of Conveyor Belts.
 - v) Re-coiling of various sizes of Conveyor Belts and removal of various sizes of old Conveyor Belts.
 - vi) Sizing and cutting of Conveyor Belts for use as Skirt Guard Liners/ Conveyor of reduced width.
 - vii) Vulcanizing of Flexible Cables.
 - viii) Replacement of idler rollers, brackets.

4.6. PAYMENT TERMS:

The contractor shall have to submit progressive monthly bill(s) in triplicate. 100% Bill will be passed within 30 days from the date of receipt, if found in order. Only one bill in a month would be acceptable to HDC. The progressive monthly bill(s) must be accompanied by the following documents and other relevant documents, if any:

- a. A Joint Certification to be done by the authorized representative(s) of the Contractor and the authorized representative(s) of Sr. Dy. Manager (P&E), HDC, mentioning the Date & Time of placement of the requisition for work to the Contractor, brief description of the work, along with BoQ Sl. No. for the particular work, period of delay, if any, and reason(s) thereof.
- b. Monthly Checking Reports, containing condition / status of various Conveyor Belts, drum lagging, Idler/Roller, Bracket and Conveyor Structures installed at Coal Handling Plant, should be maintained by the Contractor. Such checking reports should be duly signed and stamped by the authorized representative(s) of Sr. Dy. Manager (P&E), HDC.
- c. Satisfactory Completion Certificate of the items of work, issued by the authorized representative(s) of Sr. Dy. Manager (P&E), HDC, as per the Scope of Work, mentioning Date & Time of completion of work, along with brief description of the work and the respective BoQ Sl. No.
- d. Copy of EPF and ESI payment Challan of the month preceding to the month for which the bill would be submitted. This would be applicable from the 2nd bill of the contract.

Payment will be made in Indian Rupees through the banker of the successful contractor. The following information must be submitted by the contractor regarding their banker:

1. Name of the Bank :
2. Savings / Current Account No. :
3. Bank's Branch Name & Address :
4. IFSC Code of the Branch :

4.7. PAYMENT OF SERVICE TAX:

The amount of Service Tax and related Cess thereupon will be borne by HDC, KoPT as applicable on production of CENVATABLE Document by the contractor.

4.8. INCOME TAX DEDUCTION:

Income Tax and other Taxes and Duties if any, as per the relevant provisions of Law in force, shall be deducted at source from any payment payable to the contractor.

4.9. NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

Any claim for interest will not be entertained by HDC, KoPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the contractor or with respect to any delay on the part of HDC, KoPT in making payment.

4.10. LABOUR:

Contractor shall at all times comply fully with all existing Acts, Regulations and Bye-laws including all statutory amendments and re-enactment of State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970, Dock workers' (Safety, Health & Welfare) Act, 1986 etc. and also as per General Conditions of Contract.

The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst their employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, KoPT shall be entitled to deduct the same from any money due or that become due to the contractor under this contract or any other contract or other wise recover from the contractor any sum, which KoPT is required or called upon to pay or reimburse on behalf of the Contractor. All Registration and Statutory Inspection Fees in respect of their work, pursuant to this Contract shall have to be paid by the Contractor.

The contractor shall indemnify KoPT in the event of KoPT being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.

The contractor should provide full medical treatment to their staff and labourers in case of accident on duty which will inter alia include their obligations under the Workmen's Compensation Act, 1923 including all amendments thereof. KoPT shall in no manner be liable to the contractor or any person engaged/employed by them or any other person for injuries or death caused as a result of accidents either within or outside the site of work under the contract. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.

The contractor shall pay the labourer engaged by them, on this work not less than a fair wage, under the Minimum Wages Act for corresponding workforce working in Haldia, West Bengal, India.

It is explicitly made clear that both before and after the completion of the work or termination of the contract, KoPT shall have no liability, whatsoever, for the personnel to be engaged by the contractor for the work under this contract.

4.11. LABOUR LICENCE:

Before commencement of the work at site (within Dock area), the Contractor shall have to apply for Labour License for the maximum number of workers proposed to be deployed for the work of Condition Monitoring, Maintenance & Repair of Conveyor Belts & allied works. In case of maximum number of worker required for Condition Monitoring, Maintenance & Repair of Conveyor Belts & allied works, is matching with the existing Labour License, the contractor shall have to

keep the said License valid for the entire contract period for Condition Monitoring, Maintenance & Repair of Conveyor Belts & allied works.

Photocopy of the application shall have to be furnished by the Contractor to the Engineer.

4.12. REPORT OF ACCIDENT:

The contractor shall, within 24 hours of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Engineer or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings along with the statements so recorded will then be forwarded by the contractor to the Engineer at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor / Engineer on duty engaged by the Contractor and a copy of the same to be forwarded immediately to the Engineer.

4.13. EMPLOYEES' PROVIDENT FUND & EMPLOYEES' STATE INSURANCE:

The contractor should have their establishment registered with the concerned authorities under the provision of Employees' Provident Fund & Miscellaneous Provision Act, 1952 and Employees' State Insurance Act, 1948. The contractor shall have to submit the proof of registration, as mentioned above, immediately after commencement of work.

As per the above mentioned Act, the contractor is liable for remittance of monthly subscription contribution in respect of Employees' Provident Fund (EPF) and Employees' State Insurance (ESI) for the workers engaged by them, wherever applicable. The contractor shall submit the authenticated copy of the challans with respect to subscription / contribution of Employees' Provident Fund and Employees' State Insurance (against their respective Code Numbers issued by the Employees' Provident Fund and Employees' State Insurance Authorities) by 7th day of every English Calendar Month (during the pendency of the contract) along with the list of labourers for whom such deposits have been made.

Payment will be held up if the Up-to-Date Employees' Provident Fund and Employees' State Insurance remittance challan is not submitted in time.

4.14. SAFETY:

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.

4.15. INSPECTION AND TESTING:

The Engineer or his authorized representative(s) shall have, at all reasonable time, access to the contractor's premises or work site and shall have the power at all reasonable time to inspect & examine the materials & workmanship of the work viz. hot/cold vulcanizing, fabrication / painting etc. The contractor will have to maintain his register / record accordingly.

Notwithstanding the fact that the materials or part of the work or the whole work has passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

4.16. INDEMNITY BOND:

For taking out damaged conveyor belts from the Plant for making LCR joint, Indemnity Bond, duly notarized, to be submitted by the contractor (pro-forma enclosed).

4.17. REMOVAL OF SCRAP:

Dismantled / damaged scrap materials generated due to repair / maintenance of conveyor belt, replacement of structures and idler/roller shall have to be shifted to a store/scrap yard within HDC boundary area by the contractor immediately after execution of the job, at their own cost and arrangement. Joint record to be maintained for deposition of generated scrap. The store / scrap yard would be shown by the site representative. The work-place shall be kept clean and free from such scrap materials by the contractor.

4.18. COMPLETION TIME:

The time of completion of each job is stipulated in the Table below. The time of completion of each job will be reckoned from the time of intimation/handing over of the requisition (whichever is later) for the said job by the Engineer or his authorized representative(s) to the contractor. The contractor will get mobilization time as per schedule, over and above the completion period.

| | Description of Work. | Completion Time [Time to be reckoned from the time of intimation/handing over (whichever is later) of the requisition for the job to the contractor]. |
|----|--|--|
| 1. | Splicing & Vulcanizing joints of conveyor belt by hot process. As per clause no. 5.5 of the scope of work. | 10 (Ten) Hours per act. |
| 2. | Splicing & Vulcanizing joints of conveyor belt by cold process. As per clause no. 5.5 of the scope of work. | 6 (Six) Hours per act. |
| 3. | Splicing & Vulcanizing joints of conveyor belt by hot process at Ground. As per clause no. 5.5 of the scope of work. | 10 (Ten) Hours per act. |

| | Description of Work. | Completion Time [Time to be reckoned from the time of intimation/handing over (whichever is later) of the requisition for the job to the contractor]. |
|-----|---|--|
| 4. | Splicing & Vulcanizing joints of conveyor belt by cold process at Ground. As per clause no. 5.5 of the scope of work. | 6 (Six) Hours per act. |
| 5. | Full Fastener jointing of conveyor belts. As per clause no. 5.5 of the scope of work. | 3 (Three) Hours per act. |
| 6. | Complete lagging of conveyor drums /pulleys by plain and diamond grooved rubber sheet. Rubber thickness 10/12+10/8. As per clause no. 5.7 of the scope of work | 12 (Twelve) Hours per act up to 1,000 mm diameter Drum & 14 (Fourteen) Hours per act above 1,000 mm diameter Drum. |
| 7. | Laying of conveyor belts (all width). As per clause no. 5.3 of the scope of work. | 6 (Six) Hours for each Drum Roll. 2½ Hours per 100 meters of Belt or part thereof. |
| 8. | Re-Coiling of conveyor belts (all width). As per clause no. 5.22 of the scope of work. | 12 (Twelve) Hours per 100 meters or part thereof proportionately. |
| 9. | Repairing of conveyor belt with stray Fastener. As per clause no. 5.6 of the scope of work. | 2 (Two) Hours for the first 20 Fasteners or part thereof. Thereafter, 5 (Five) Minutes for each additional Fastener. |
| 10. | Spot repair of the surface of conveyor belts by vulcanizing process. As per clause no. 5.6 of the scope of work. | 3 (Three) Hours per spot for the 1st spot & 2 (Two) Hours each for subsequent spots on continuous basis. |
| 11. | Repair of edges of conveyor belts by vulcanizing process. As per clause no. 5.6 of the scope of work. | 4 (Four) Hours per length of 10 meters and on pro-rata basis thereafter. |
| 12. | Repair of Longitudinal Cut of conveyor belts by hot vulcanizing process. As per clause no. 5.6 of the scope of work. | 6 (Six) Weeks for the first 100 meters or part thereof proportionately & thereafter, 2 (Two) Weeks per subsequent 50 meters or part thereof proportionately. |
| 13. | Sizing and Cutting of conveyor belt for use as Skirt guard liner/ Conveyor of reduced width etc. As per clause no. 5.23 of the scope of work. | 3 (Three) Hours per 5 meters or part thereof Thereafter 20 (Twenty) minutes for each 1 (one) meter additional length |
| 14. | Repair of the flexible power/control cable up to 40mm diameter. As per clause no. 5.24 of the scope of | 4 (Four) Hours per act. |

| | Description of Work. | Completion Time [Time to be reckoned from the time of intimation/handing over (whichever is later) of the requisition for the job to the contractor]. |
|-----|--|---|
| | work. | |
| 15. | Repair of flexible power/control cable above 40mm diameter and up to 80mm diameter. As per clause no. 5.24 of the scope of work. | 8 (Eight) Hours per act. |
| 16. | Tension release and re-positioning of conveyor belt by adjusting the take-up, during repair / replacement of driving / non-driving drum. As per clause no. 5.3, 5.5 & 5.7, of the scope of work. | 2 (Two) Hours per act. |
| 17. | Dismantling, removing and shifting of conveyor belt. As per clause no. 5.4 of the scope of work. | 2½ hours per 100 meters length or part thereof. |
| 18. | Ply cutting, dressing of conveyor belt, dressing of lagging etc. as per clause no. 5.2 of the scope of work in 3 shifts. | ½ Hour (thirty minutes) |
| 19. | Dismantling & fitting of Carrying roller(TR-1) | ½ hour (thirty minutes) per TR-1 thereafter 15 (Fifteen) minutes for each additional roller. |
| 20. | Dismantling & fitting of Return roller(BR-1) | 1 (one) hour per BR-1. |
| 21. | Dismantling & fitting of two part gardland type return roller with 'L' type hook | 2½ hours per roller with 'L' type hook |
| 22. | Dismantling & fitting of BKT-1 for carrying roller. | 2 (two) hours per BKT-1 |
| 23. | Dismantling & fitting of Bracket for return roller. | 2½ hours per act. |
| 24. | Dismantling & fitting of Modified return roller bracket (3 part straight) along with roller etc. | 2 (two) hours per act. |
| 25. | Replacement of stringer including gusset plates & fastners. | 5 (Five) hours per 6 meters length and thereafter 4 hours for opposite side per 6 meters. |
| 26. | Replacement of stringer post including gusset plates & fastners. | 4 (Four) hours per act. |

| | Description of Work. | Completion Time [Time to be reckoned from the time of intimation/handing over (whichever is later) of the requisition for the job to the contractor]. |
|-----|--|--|
| 27. | Replacement of tie angle (ISA 65 x 65 x6) in between stringer by welding/by use of fastner etc. | 1 (one) hour per act. |
| 28. | Spot repairing of conveyor structure supporting vertical column by welding MS plate of thick 8 mm/10 mm/ 12mm etc. | 3 (Three) hours per spot (1 Sq Ft) or part thereof. |
| 29. | Painting of existing structure. | Time of completion of painting should be mutually agreed between the contractor and the representative of Sr. Dy. Manager (P&E) and should be recorded. |

N.B.:

- i) Any delay, not attributable to the contractor, duly certified by the Site Engineer, will not be taken into account in the aforesaid time schedule and the same will be adjusted accordingly. In case of snapped belt with cargo, the actual time of start of the job shall be counted from the time of making the said belt ready for taking up the job i.e. after offloading the cargo by HDC as per requirement.
- ii) Any delay on account of inclement weather (incessant rain, fog, etc.), which may hamper the quality of Hot / Cold Vulcanizing Joint or may hamper the other works also, duly certified by the Site Engineer, will not be taken into account in the aforesaid time schedule and the same will be adjusted accordingly.
- iii) Date of each new Vulcanizing Joint (Cold / Hot) should be embossed / emborred by the contractor with stamping at least at 2 (two) convenient points of the said joint. Date of replacement of structural items to be marked on each of such items by painting.
- iv) Machines, accessories and manpower, along with supervisory staff, shall be arranged accordingly by the contractor. In case of belt replacement, shortening, condemnation, etc., the contractor will have to recoil the old belts as per specific advice in writing. The old, used and dismantled belt should be salvaged and re-coiled and the same to be sent to the stock yard within 96 (Ninety Six) Hours of replacement of the old, used belt.
- v) Structural repairing job would generally be carried out during general shift.

4.19. COMPENSATION:

For delay in execution of any job (except item sl. no. 12 and 27 of the B.O.Q), beyond the above completion time, the contractor will have to pay compensation @ ½ % of the value of the job, for delay of every hour or part thereof, subject to a maximum of 10 % of the value of the job. For item sl. no. 12 of the B.O.Q (i.e. LCR joint), compensation will be applicable @ ½ % of the value of the job, for delay of every week or part thereof, subject to a maximum of 10% of the value of the job. For item sl. no. 27 of the B.O.Q (i.e. Painting), compensation will be applicable @ ½ % of the value of the job, for delay of every day or part thereof, subject to a

maximum of 10% of the value of the job. The payment or deduction of such compensation/damage shall not relieve the contractor from his obligations/liabilities under the contract and in case of failure of the contractor 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. Service Tax as per prevailing rate will be applicable on the amount of compensation deducted.

4.20. WORKMEN'S COMPENSATION:

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act. The contractor shall keep the insurance policy renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.

4.21. LABOUR LAWS:

The contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the contractor for execution of the work.

4.22. APPLICABILITY OF LAWS ON THE CONTRACT:

The contract shall be governed by all relevant Indian Acts, as applicable, only within the jurisdiction of the Honorable High Court of Kolkata, India, including the following Acts:

- i) The Indian Contract Act, 1872.
- ii) The Major Port Trust Act, 1963.
- iii) The Workmen's Compensation Act, 1923.
- iv) The Minimum Wages Act, 1948.
- v) The Contract Labour (Regulation & Abolition) Act, 1970.
- vi) Dock Workers (Safety, Health & Welfare) Act 1987.
- vii) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- viii) Indian Arbitration and Conciliation Act, 1996.

Unless otherwise specified, all the Laws/ Rules / Acts etc. mentioned in different clauses of this Tender Document should be considered as Laws/ Rules / Acts etc. applicable in India.

4.23. THE TENDERER TO INFORM HIMSELF FULLY :

- 4.23.1 This Tender Document includes all Instructions, General Conditions of Contract, Special Conditions of Contract, Scope of Work, etc.), considering all addenda (if any) required to be issued subsequently. The Tenderer shall clearly understand that they will be strictly required to conform to all terms & conditions of the Tender Document [considering all addenda (if any) issued] as contained in each of its Clauses and plea of "Customs Prevailing" will not be, in any case, admitted as excuse on their part for infringing of any of the terms & conditions.

- 4.23.2 The Tenderer shall be deemed to have examined the Tender Document [including all Instructions, General & Special Conditions of Contract, Scope of Work, etc.], considering all addenda (if any) issued, visited the site and surroundings and to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy themselves to sufficiency of their tender, etc.

The Tenderer is advised to acquaint them with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal and Govt. of India and other statutory bodies from time to time. The Tenderer shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may influence or affect the tender.

Failure to comply with the requirement of the Tender submission will be at the Tenderer's own risk.

Failure to visit the site will no way relieve the contractor of any of their obligation in performing the work and liabilities and responsibilities thereof in accordance with the contract.

- 4.23.3 Tenderer shall bear all costs associated with the preparation and submission of their tender and HDC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 4.23.4 The Tenderers are requested to ensure that the Tender (both Techno-Commercial Bid and Price Bid) are submitted after full consideration/understanding of the work envisaged in the job related to Repair and Maintenance of conveyor belts and conveyor structures of Coal Handling Plant for Two years, by engaging out side agency through open tendering process.

4.24. PRICE BASIS:

- 4.24.1. The offered rates should be inclusive of all charges for providing requisite manpower (Workmen, Supervisors, Engineers & other designated personnel, indicating tentative strength), including supply, delivery, inspection, transportation (including insurance), handling, receipt & storage of all required materials, as detailed in the Scope of Work, at site and all other incidental charges for fulfilling contractual obligations.

The offered rates must include all payments on account of Taxes (except Service Tax & Educational Cess), Levies, Duties, Royalties, etc. payable to the State of West Bengal or Govt. of India or any other authority or Body Corporate and all other incidental charges that the successful tenderer may have to bear for the execution of the contract. The amount of Service Tax (including Educational Cess) will be reimbursed by KoPT on production of CENVATABLE Document.

No request for change or variation in rates or terms & conditions of the contract shall be entertained on the ground that the Tenderer have not understood the work envisaged by the Contract.

- 4.24.2. HDC, KoPT do not enjoy any concession regarding Sales Tax and do not provide any 'C' or 'D' Form in this regard. Hence, full amount of WBST or CST or State Sales Tax or VAT, if any, will be applicable and to be considered accordingly. In such case the Tenderer must be registered with Sales Tax / VAT authority.

- 4.24.3. Except where otherwise expressly provided, the contractor shall provide all materials, labour and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

4.25. AMENDMENTS:

- 4.25.1. At any time, prior to the last date for submission of tenders, HDC reserves the right to amend and modify the Tender Document by issuing Addenda.
- 4.25.2. Any Addendum, thus issued, shall form part of the Tender Document and shall be communicated in advance and will be hosted in the website of MSTC along with the original Tender Document. Such Addendum shall be binding upon the Tenderers. HDC, may, at their discretion, extend the last date for submission of the tenders, to enable the Tenderers to have reasonable time to submit their Tender after taking into consideration of such amendments.

4.26. OPENING OF PRICE BID:

“PRICE BID” [of the bidders, who qualify in the Techno-commercial bid {i.e. who are found eligible as per the Eligibility Criteria of this Tender and who accept all Techno-Commercial Terms & Conditions of the Tender Document (considering all Addenda, if any, issued)}], will be opened on a later date upon due intimation to the concerned Tenderers at their address furnished by them in their Tender.

4.27. EVALUATION CRITERIA:

a) Evaluation with respect to Priced Bill of Quantities (BoQ) :

- ii) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, including all Taxes (except Service Tax & Educational Cess), Duties and other Levies etc., shall be considered for evaluation. No Service Tax & Educational Cess will be added with the quoted price at the time of evaluation.

The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item.

The amount against each item, thus arrived, will be added to obtain the total amount.

Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived. The entire job involved for 24 months shall not be split.

- iii) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

4.28. AWARD OF CONTRACT:

The successful Tenderer, whose bid is accepted by HDC, KoPT, shall be duly informed in writing, prior to expiration of the Tender Validity Period, that their Tender has been accepted. This notification of award of contract (hereinafter called the “Letter of Acceptance”) will be treated as Order Letter and will constitute the formation of the contract. Within 30 days of receipt of intimation regarding

acceptance of their bid, the successful Tenderer shall submit Draft Agreement, in the format as in Annexure – VIII (A) or Annexure – VIII (B) [as the case may be], and within a week thereafter, the Contract Agreement will be signed between Kolkata Port Trust and the Successful Tenderer. For this, the Successful Tenderer will submit, at their cost, required Stamp Papers & Dummy Papers and three sets of documentary transactions between them and Kolkata Port Trust, till the finalization and award of the contract. This Agreement should be signed by the representative of the contractor (all partners, in case of Association), authorized through a Power of Attorney [specimen signature of the Authorized Representative(s) should be attested] in this regard.

4.29. PERMIT CHARGE:

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per scale of rate of Kolkata Port Trust. The existing charges for manpower and vehicle would be as follows:

| Sl. No. | Description | Rate in |
|----------------|--|---|
| 1. | Dock Permit per person | 8.50 per daily permit (Maximum 12 hrs. validity). 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit |
| 2. | Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal). | 42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit |
| 3. | Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader | 170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit |
| 4. | Dock Permit for cart (inclusive of overnight stayal). | 17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit |

4.30. Arbitration:

In case of any dispute being referred to arbitration in terms of General Conditions of Contract, same would be held as per provision of Arbitration and Conciliation (Amendment) Act 2015.

5: SCOPE OF WORK

BRIEF DESCRIPTION: Coal Handling Plant under Haldia Dock Complex handles Thermal Coal through mechanized system. The cargo is conveyed from the wagon tipplers to the stack yards and/ or from the stack yard to Ship Loaders for loading into the ships hold through different conveyor system as follows.

| | |
|-----------------|-----------|
| 1. H 201 (EAST) | 7. H 206 |
| 2. H 201 (WEST) | 8. H 207 |
| 3. H 202 | 9. H 208 |
| 4. H 203 | 10. H 209 |
| 5 H 204 | 11. H 210 |
| 6 H 205 | 12. H 212 |

Besides above there are different Boom Conveyor and Tripper Car Belts and also Conveyor Structure and accessories including different types of Bracket, Idler/Roller etc. There are following major equipment:

- Coal Stacker cum Reclaimer No. - 1 installed on H-205 conveyor.
- Coal Stacker cum Reclaimer No. - 2 installed on H-206 conveyor.
- Coal Ship Loader No. - 1 installed on H-210 conveyor.
- Coal Ship Loader No. - 2 installed on H-209 conveyor.

Conveyor routes are operated regularly as per requirement in three shifts i.e. 6AM to 2PM, 2 PM to 10 PM and 10 PM to 6 AM, through out the year to facilitate unloading of wagons and loading of vessel.

Specification of the existing Conveyor Belts is appended below:

- Construction Nylon - Nylon, Cut-edge Construction.
- Grade : M 24, Heavy Duty.

| Width | Tensile Strength | No. of Ply | Top Rubber | Bottom Rubber | Carcass |
|-----------|---------------------------|------------|------------|---------------|---------|
| 800 mm | 800 KN per meter width | 4 | 5 mm. | 3 mm. | 6 mm. |
| 1,000 mm | 1,000 KN per meter width | 4 | 5 mm. | 3 mm. | 7 mm. |
| 1,200 mm | 1,250 KN per meter width. | 5 | 8 mm. | 3 mm. | 8.5 mm. |
| 1,400 mm. | 1,250 KN per meter width. | 5 | 8 mm. | 3 mm. | 8.5 mm. |

JOB REQUIREMENT:

The successful bidder would carry out repair and maintenance of conveyor belts and conveyor structures on regular basis. The above job includes vulcanizing of conveyors and flexible Power/Control cables, drum lagging, fabrication, surface preparation, painting and erection of various steel structures, replacement of Idlers /Rollers (Both Carrying and Returns) including different brackets etc. The above job also includes dismantling and removal of old items and scraps. Item wise job descriptions are given below:

5.1. CONVEYOR BELT AND CONVEYOR STRUCTURE MONITORING, CHECKING & PREPARATION OF DAILY CHECKING REPORTS:

Physical condition / status of all the conveyors to be monitored and checked by the persons of the contractor as per schedule (on an average five nos. conv. per day to be checked). The Report of Conveyor Belt, Idler/Rollers, Structures etc. to be submitted by the contractor to the office of the Dy. Manager (P&E), Coal Handling Plant, HDC, as per schedule prepared by HDC.

Date of each new Vulcanizing Joint (Cold / Hot) should be embossed / emborred by the contractor with stamping at least at 2 (two) convenient points of the said joint.

5.2. PLY CUTTING, EDGE CUTTING/DRESSING OF CONVEYOR BELT AND LAGGING ETC:

The contractor will have to carry out cutting and dressing of ply/edge of conveyor and lagging of drum etc, in three shifts as per intimation from HDC. The mobilization time for cutting and dressing of ply of conveyor and lagging (of drum) will be one hour.

5.3. REPLACEMENT OF CONVEYOR BELTS :

This includes the following:

- a) Positioning of the belts suitably.
- b) Latching of Counter-weights for Gravity Take-up, with necessary adjustments of the Conveyors and releasing / tightening of Screw Take-up of the Boom and Trailer Conveyors.
- c) Cutting and removal of the old belts.
- d) Shifting, carrying, positioning and laying of the new belt to the work point.
- e) Laying the new belt or old and used belt, as the case may be.
- f) Release and adjustment of Counter-weights.
- g) Jointing the belt by Cold / Hot Vulcanizing or Fasteners, as the case may be.
- h) Dismantling and re-fixing of Idlers, Idler Brackets and Counter-weights / Screw Take-up adjustment, whenever necessary.
- i) Trial run for testing for successful operation.
- j) Re-coiling of old / new belts.

5.4. COMPLETE OR PARTIAL DISMANTLING, REMOVING AND SHIFTING OF CONVEYOR BELTS:

- a) Latching and/or de-latching of counter weight.
- b) Dismantling, removing and shifting of conveyor belt.
- c) Re-coiling.

5.5. VULCANIZING/FULL FASTENERING JOINT OF CONVEYOR BELT:

This includes the following:

- a) Positioning of the Belt.

- b) Cutting out the length to be shortened and removal to the Stock Yard in the Ore & Coal Handling Plant.
- c) Adding or taking out of Counter-weights.
- d) Joining the belt by vulcanizing or fasteners as the case may be.
- e) De-latching/Latching of Counter-weights for Gravity Take-up, with necessary adjustments of the Conveyors and releasing / tightening of Screw Take-up of the Boom and Trailer Conveyors.
- f) Dismantling & fitting of idler/roller/bracket for joining the belt.
- g) Trial run for successful operation.
- h) For Joint at ground only point no. (b) & (d) is applicable.

5.6. REPAIRING OF CONVEYOR BELTS :

This includes the following:

- a) Longitudinal cut repairing by Hot vulcanizing process.
- b) Edge repairing by cold vulcanizing process.
- c) Spot repairing by cold vulcanizing process.
- d) Replacement of damaged fasteners.
- e) Fastening of any damaged portion, including adjustment of Take-up and Counter-weight.
- f) Repairing of damaged portion of Conveyor Belt / Fastener Joint by a short piece of Conveyor Belt by fastening / cold vulcanizing.

5.7. DRUM LAGGING :

This includes the following:

- a) Removal of old laggings from the Drum.
- b) Latching of Counter-weights for Gravity Take-up, with necessary adjustments of the Conveyors and releasing / tightening of Screw Take-up of the Boom and Trailer Conveyors.
- c) Necessary scrapping to clean the surface of the Drum up to the bare metal stage for better cohesion between rubber and the Drum surface.
- d) Supply and fixing of new lagging as per specification, cited in the Bill of Quantities.
- e) Adjustment of Counter-weights, etc., as may be necessary.
- f) De-latching of Counter-weights for Gravity Take-up, with necessary adjustments of the Conveyors and releasing / tightening of Screw Take-up of the Boom and Trailer Conveyors.
- g) Trial run for successful operation.
- h) Dismantling, shifting and re-installation of drums of shiploaders, if required for lagging.

5.8. REPLACEMENT OF BRACKET (BKT):

This includes the following:

Shifting, carrying, positioning the new BKT at work point with necessary tools & tackles, manila rope, gas cutting/welding accessories etc. or any other items as required for the aforesaid work.

Lift the belts with the help of the chain pulley block/pipe etc. and secure it properly for holding up as per requirement.

Remove the damage BKT/Idler/roller etc. by dismantling the fixing bolts /gas cutting. Place the new/repared BKT as the case may be in position and fixing up properly by bolt/nut/washer etc.

Re-fixing the Idler/roller into the bracket and ensure that those Idler/roller are moving freely by hand rotation.

Repositioning the belt by removing all tools & tackles, rope etc. for bringing the conveyor system to normal health at the earliest time.

Shifting the old bracket, idler/roller etc. as per clause no. 4.17.

5.9. REPLACEMENT OF STRINGER:

This includes the following:

Shifting, carrying, positioning the new stringer at work point with necessary tools & tackles, manila rope, gas cutting/welding accessories etc. or any other items as required for the aforesaid work.

Temporary support provided at both end of the stringer which are to be replaced.

Dismantling/removing the bracket fixing bolts at that points and holding up properly and then remove the damage stringer, tie angle etc.

Place the new stringer to its original position with proper alignment / secure it properly by bolting / welding as per requirement to either side of the stringer with stringer post.

Then fix up the tie angle between the stringer.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the old stringer, tie angle, Idler / roller etc. as per clause no. 4.17.

5.10. REPLACEMENT OF STRINGER POST:

This includes the following:

Fabrication, shifting, carrying, positioning the new stringer post at work point with necessary tools & tackles, gas cutting/welding accessories etc. or any other items as required for the aforesaid work.

Temporary support to be provided at both end of stringer post which are to be replaced.

Stringer post to be removed by dismantling/grousing of fixing bolts/welding joints and remove the return roller base angle, bracket etc. wherever necessary.

Place the new stringer post to its original position with proper alignment / secure it properly by bolting / welding as per requirement with stringer and fixing the return roller by welding base angle& bracket by bolt, nut, washer etc.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the old stringer post, tie angle, Idler / roller etc. as per clause no. 4.17.

5.11. REPLACEMENT OF IDLER/ROLLER (TR-I/BR-I/GARLAND ROLLER):

This includes the following:

Fabrication, shifting, carrying, positioning the new idler roller at work point with necessary tools & tackles, gas cutting/welding accessories etc. or any other items as required for the aforesaid work.

Lift the belt as per requirement.

Remove the damage idler/roller etc.

Place the new idler/roller to its original position with proper alignment / secure it properly by bolting as per requirement and ensure that those idlers/rollers are moving freely by hand rotation.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the old idler/roller as per clause no. 4.17.

5.12. REPLACEMENT OF RETURN ROLLER HOLDING BASE ANGLE, BRACKET:

This includes the following:

Fabrication, shifting, carrying, positioning the return roller base angle, bracket etc. at work point with necessary tools & tackles, gas cutting/welding accessories etc.

Lift the belt as per requirement.

Remove the damage idler/roller.

Replace the damage base angle by welding then fixing up the bracket properly by bolt, nut, washer etc. as per requirement.

Place the new return roller to its original position with proper alignment / secure it properly by bolting as per requirement and ensure that those idlers/rollers are moving freely by hand rotation.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the old base angle, bracket, idler/roller as per clause no. 4.17.

5.13. FABRICATION OF STRINGER & STRINGER POST:

Fabrication of stringer & stringer post as per the standard dimension/drawing/as advised by the concerned officials.

Surface preparation, primer painting & finish painting as per the painting clause.

Replacement of angle/channel for Conveyor Supporting Structure including conveyor walk-way supporting angle, bracing angle etc. at different sizes:

ISA 150 X 150 X 10/12

ISA 150 X 130 X 10/12

ISA 110 X 110 X 10/12

ISA 100 X 100 X 10/12

ISA 90 X 90 X 8/10

ISA 75 X 75 X 8/10

Or any other structure as found at site.

5.14. FABRICATION & ERECTION OF TOE GUARD:

Toe Guard to be fabricated from MS Plate. Size of Toe Guard - 150 mm width x 6/8 mm thick. Toe Guard is to be erected throughout the length of walkway at both sides of conveyor structure by welding.

5.15. FABRICATION & ERECTION OF HAND RAILING:

Hand Railing to be fabricated from G.I. Pipe of 1.25" nominal dia. (42.20 mm OD) with schedule of pipe 60. Hand Railing is to be erected throughout the length of the walkway by welding.

5.16. REPLACEMENT OF TIE ANGLE:

Joint inspection with HDC officials of the angle to be replaced.

Surface preparation, primer painting & finish painting as per painting clause.

Fabrication, shifting, carrying, positioning the new angle at work point with necessary tools & tackles, gas cutting/welding accessories etc.

Temporary support provided at both end of structures which are to be replaced.

Damage angle to be removed by dismantling/grouching of fixing bolts/welding joints etc. as per requirement.

Place the new angle to its original position secure it properly by bolting / welding (if any) with proper alignment as per requirement.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the damage angle/steel structure etc. to the scrap yard at coal handling plant.

5.17. REPLACEMENT OF DAMAGE WALK-WAY CHEQUER PLATE/MS PLATE:

This includes the following:

Fabrication of the walk-way plate as per existing etc.

Surface preparation, primer painting & finish painting as per the painting clause.

Shifting, carrying, positioning the new walk-way chequer plate etc. at work point with necessary tools & tackles, gas cutting/welding accessories etc.

Temporary support provided at both end of structures which are to be replaced.

Damage walk-way chequered plate to be removed by dismantling/grouching of fixing bolts/welding joints etc. as per requirement.

Place the new walk-way chequered plate to its original position with proper alignment/secure it properly by bolting / welding as per requirement.

Remove all temporary support, tools & tackles etc. and bringing the conveyor system to normal health at the earliest time.

Shifting the damage walk-way chequered plate/steel structures etc. to the scrap yard at ore and coal handling plant.

5.18. PAINTING OF EXISTING STRUCTURES:

Steel structure to be cleaned by use of scrapper, wire brush & pig hammer etc. After that minimum 2 coats of red oxide zinc chromate primer to be applied and film thickness will be 60 micron $\pm 5\%$ and then 2 coats of epoxy finish paint to be applied and total DFT will be 200 micron. Wet thickness gauge (Elcometre) shall be used by the contractor during application to ensure the required dry film thickness. Colour of the finish paint should be gray/black. Interval of each coat of painting to be decided by the representative of Sr. Dy. Manager (P&E), HDC.

All paint should be used from amongst the following make/brand: Berger Paint/Shalimer Paint/ICI/Jenson & Nicholson/Asian Paint.

5.19. SPECIFICATION OF THE CONVEYOR IDLER/ROLLER, STRUCTURE, GALLERY WALKWAY, WALKWAY FRAME, BRACINGS ETC. (These Items would be issued by HDC).

Generally the following materials are to be used for the work but the materials are to be supplied by HDC.

Conveyor stringer: made from ISMC 150X75 (weight 14.4kg/ meter) of length 6 metres each and joined with G.I. Hex head (M16X50) bolt nut and washers etc. and supported with stringer posts or any splicing plate of thick 8mm / 10 mm as per requirement.

Conveyor Stringer Post : Made from ISMC 150X75 (weight 14.4kg/metre) of length 700mm to 720mm as per requirement and one end fitted with gusset plate (8mm/10mm thick) for supporting conveyor stringer with bolt nuts and washers etc. or welding.

Tie angle: Conveyor stringer supported from inside by tie angle of ISA 65X65X6 mm (5.8 Kg/m) or ISA 50X50X6 mm (4.5 Kg/m) or ISA 75X75X 8/10 mm (8.9 Kg/m)

Conveyor gallery walkways: M.S. chequered plate of 8mm thick/8mm thick MS plate supported with ISA 150X150X12/10 mm thick or ISA 150X130X12 mm or ISA 90X90X10 mm or ISA 75X75X10 mm.

Toe Guard: 150 mm width X 6 mm/8 mm thick MS Plate welded with the both side bottom walk-way-estimated qty. = 500 m.

Hand railing: made from GI Pipe 1/4" nominal dia metre (42.20 mm OD) with schedule of pipe-60 - estimated qty. = 1000 m.

Return roller fixing base: Made from ISA 90X90X8/10 thick or ISA 75X75X8/10 mm thick welded with the stringer post as per require height.

Idler/ roller fixing bracket for 1400 mm conveyor belt width X 30° troughing angle with 2° offset towards belt motion: Made from ISMC 150X75X1820 mm length with holding side bracket, supporting plate, rib, right & left side middle bracket welded with base plate of size 65X8X310mm and slotted hole for fixing with stringer by G.I. bolt, nut and washer of size M20X50.

Idler/ roller fixing bracket for 1400mm conveyor belt width X 30° troughing angle without offset : Made from ISA 90X90X8/10 thick or ISA 75X75X8/10 mm thick welded with base plate of size 65X8X310 mm and slotted hole for fixing with stringer by G.I. bolt, nut and washer of size M20X50 or welded with conveyor deck.

Troughing idler/roller (TR-I): Made from ERW pipe of size 152.4mm dia.X490mm shell length and holding through a spindle and both end supported with life lubricated ball bearings.

Return roller (BR-I): Made from ERW pipe of size 152.4mm dia.X1600mm shell length and holding through a spindle and both end supported with life lubricated ball bearings.

Garland type return roller: 2(two) nos. roller linked with G.I. plate, pin, NY lock nut, bolt, D-Shackle etc. These rollers are made from ERW pipe of size 152.4mm dia.X735mm shell length and holding through a spindle and both end supported with life lubricated ball bearings. The complete set is to be welded with stringer by both end 'L' type hook at underneath return belt to avoid belt sway.

5.20. SUPPLY OF MATERIALS:

HDC will provide structural steel, G.I. Pipes, conveyor belts, idler/roller, bracket and equipment as per requirement. The contractor will have to receive the materials from the stores as per requirement. The contractor will have to provide at their cost and arrangement all labour, transportation of men and materials, tools and tackles, vulcanizing solutions, lagging materials, electrode, gas, paints & thinners, nuts, bolts & washers, other consumables, gas cutting accessories, welding accessories, vulcanizing Machines, measuring / testing instruments etc.

5.21. Belt Vulcanizing should be done by hot / cold process depending on site requirement, by using consumables manufactured by Phoenix Yule / MRF / Thejo / DYNABOND / KRISHNA or by any reputed manufacturer subject to acceptance by Sr. Dy. Manager (P&E) or his authorized representative(s).

In case of Drum Lagging, the lagging should be done in 2 (two) layers, after proper cleaning of the surfaces. The first layer should be of either 8 mm or 10 mm thick plain rubber sheet and the second layer should be of either 12 mm or 10 mm thick diamond grooved (molded) rubber sheets, i.e. total thickness for rubber lagging should be 20mm.

5.22. The finish weight / measurement of fabricated items will be finalized depending upon the theoretical weight per running meter or weight per sq. meters (in case of plates) as per relevant latest BIS specification.

5.23. No transport, accommodation and canteen facility will be provided to the contractor and / or their staff.

5.24. In case of belt replacement, shortening, condemnation, etc., the contractor has to recoil the old belts as per specific advice in writing from HDC and shift the same to the Stock Yard at the Ore & Coal Handling Plant.

5.25. Sizing and cutting of old & used Conveyor Belts for use as Skirt guard liner/ Conveyor of reduced width etc.

5.26. Repairing of flexible Power Cables and flexible Control Cables of various sizes, as mentioned in the Bill of Quantities, for various equipment, plants and machineries under various sections of Plant and Equipment Division, as and when required.

- 5.27. It will be the responsibility and accountability of the Contractor with respect to the said repairing and maintenance work, safety and security of the equipment, plant & machineries and personnel, working within the Dock Area.
- 5.28. Close and efficient supervision of all work under the contract and liaisoning with all associated with the condition monitoring, maintenance and repairing work would be under the scope of contractor.
- 5.29. All work shall be attended to expeditiously without any delay. The Conveyor Routes, needing repair / replacement of the Conveyor Belt, shall be repaired / replaced (as per requisition placed by the site personnel) promptly for bringing the Conveying System back to normal health at the earliest time.
- 5.30. All the jobs executed will be certified by the authorized representative of Sr. Dy. Manager (P&E), HDC, posted at O&CHP.
- 5.31. Components / Conveyor Belts / Assemblies / Sub-assemblies, which require replacement due to the damage caused by improper repair or negligence in repairing / maintenance by the contractor shall have to be replaced by the contractor at his own cost and no compensation whatsoever will be paid by HDC, KoPT for the same.
- 5.32. The contractor shall undertake and execute the work under the contract as per directions of Sr. Dy. Manager (P&E) or his authorized representative, with prior intimation.
- 5.33. The contractor shall be responsible for the damage(s) arising out of or in consequence of any act and negligence on the part of the contractor or his any employee/workman/agent/official to any part or whole of the part / property belonging to HDC, KoPT and / or the vessel and / or any other third party and in such case, the contractor shall be bound to make good the damages caused either in materials terms or in monetary terms as per the assessment of the concerned body affected.
- 5.34. No claim for any detention / idle charges for labour and materials organized by the contractor in connection with the works under the contract, shall be payable by HDC, KoPT to the contractor under any circumstances whatsoever.
- 5.35. Maximum 2 (two) nos. major work viz. Hot / Cold Vulcanizing, Drum Lagging, Edge Repair and Spot Repair/Structural replacement will be given in a single shift.
- 5.36. Minimum 200 pieces of Electro-plated Belt Fasteners, minimum 4 (four) sets of Component(s) / Kit(s) for Vulcanizing Joint and minimum 1 (one) set of Component(s) / Kit(s) for Drum Lagging should be kept ready at stock. The stock position of Electro-plated Fasteners, Component(s) / Kit(s) for Vulcanizing Joint and drum lagging should be displayed at the site office of the Contractor.
- 5.37. If any job is given during the morning / evening shift is likely to continue till night shift, the contractor should continue the same till finishing.
- 5.38. **PAINTING OF FABRICATED ITEM:**

All exposed surfaces of fabricated items shall be Grit blasted and painted. Before painting blasted surface to be cleaned by dry air blowing.

- 5.38.1 The application of first coat of Primer Paint (Epoxy Zinc Rich Primer) shall be applied within an hour of Grit blasting. The 2nd Coat of Primer Paint shall be applied after 03 (Three) hours of the first Coat application of primer paint. Minimum dry Film Thickness (DFT) after two coat of Primer painting should be 50 microns.
- 5.38.2 There should be an application of MIO coating (Micaceous iron oxide) to give a further dry film thickness of about 50microns. The application of MIO coat shall be done after 24hours of the application of primer paint coat. The total DFT of primer paint and MIO should be 100 microns \pm 10%.
- 5.38.3 The application of first coat of Epoxy Coal Tar finish paint shall be applied after 24 hours of the application of M.I.O coating. The 2nd Coat application of finish paint shall be done after 24 hours of application of previous coat to give further dry film thickness of about 200 microns.
- 5.38.4 The total DFT including Primer Paint, M.I.O & Finish Paint should be 300 micron \pm 10%.
- 5.38.5 Calibrated Elcometer with proper ranges should be arranged by the contractor for inspection of painting work.
- 5.38.6 Wherever painting goes off/ peels off during the course of the work, the surface to be first cleaned properly by mechanical wire brushing and subsequent application of primer, MIO and finished paints to be made by brush, as per the above specification.
-

BILL OF QUANTITIES (BoQ)

Annexure – E

PRICE BID

Preamble:

1. The amount of Service Tax & related Cess thereupon will be reimbursed by HDC, KoPT as applicable on production of CENVATABLE Document.
2. All rates quoted by the contractor should remain firm during the validity period of the tender, including any / all extension thereof, agreed by the contractor. In case, of finalization of order in favour of the contractor, the above rates should remain firm for two (2) years from the date of placement of order i.e. no variation towards materials, labours, etc. shall be payable.
3. The estimated quantity of yearly job involvement against different items of the Bill of Quantities are indicative only. This may vary as per actual site requirements.

| SL. No. | Description | Unit | Estimated quantity for 24 months | Unit rate (including all taxes and duties except service tax) | Amount |
|---------|--|----------|----------------------------------|---|--|
| 1. | Splicing & Vulcanizing joints of conveyor belt by hot process. As per clause no. 5.5 of the scope of work. | mm | 2000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 2. | Splicing & Vulcanizing joints of conveyor belt by cold process. As per clause no. 5.5 of the scope of work. | mm | 500000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 3. | Splicing & Vulcanizing joints of conveyor belt by hot process at Ground. As per clause no. 5.5 of the scope of work. | mm | 3000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 4. | Splicing & Vulcanizing joints of conveyor belt by cold process at Ground. As per clause no. 5.5 of the scope of work. | mm | 15000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 5. | Full Fastener jointing of conveyor belts. As per clause no. 5.5 of the scope of work. | mm | 2500 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 6. | Complete lagging of conveyor drums /pulleys by plain and diamond grooved rubber sheet. Rubber thickness 10/12+10/8. As | Sq. inch | 150000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |

| SL. No. | Description | Unit | Estimated quantity for 24 months | Unit rate (including all taxes and duties except service tax) | Amount |
|---------|---|--------------|----------------------------------|---|--|
| | per clause no. 5.7 of the scope of work. | | | | |
| 7. | Laying of conveyor belts (all width). As per clause no. 5.3 of the scope of work. | metre | 7000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 8. | Re-Coiling of conveyor belts (all width). As per clause no. 5.24 of the scope of work. | metre | 3500 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 9. | Repairing of conveyor belt with stray Fastener. As per clause no. 5.6 of the scope of work. | Nos. | 3000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 10. | Spot repair of the surface of conveyor belts by vulcanizing process. As per clause no. 5.6 of the scope of work. | 100 Sq. inch | 1500 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 11. | Repair of edges of conveyor belts by vulcanizing process. As per clause no. 5.6 of the scope of work. | metre | 200 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 12. | Repair of Longitudinal Cut of conveyor belts by hot vulcanizing process. As per clause no. 5.6 of the scope of work. | metre | 300 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 13. | Sizing and Cutting of conveyor belt for use as Skirt guard liner/ Conveyor of reduced width etc. As per clause no. 5.25 of the scope of work. | metre | 150 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 14. | Repair of the flexible power/control cable up to 40mm diameter. As per clause no. 5.26 of the scope of work. | metre | 30 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |

| SL. No. | Description | Unit | Estimated quantity for 24 months | Unit rate (including all taxes and duties except service tax) | Amount |
|---------|---|--------------------|----------------------------------|---|--|
| 15. | Repair of flexible power/control cable above 40mm diameter and up to 80mm diameter. As per clause no. 5.26 of the scope of work. | metre | 30 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 16. | Tension release and re-positioning of conveyor belt by adjusting the take-up, during repair / replacement of driving / non-driving drum. As per clause no. 5.3, 5.5 & 5.7, of the scope of work | Occasion | 40 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 17. | Dismantling, removing and shifting of conveyor belt. As per clause no. 5.4 of the scope of work. | metre | 4000 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 18. | Ply cutting, dressing of conveyor belt, dressing of lagging etc. as per clause no. 5.2 of the scope of work in 3 shifts. | Occasion | 100 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 19. | Conveyor belt and conveyor structures monitoring, checking & Preparation of Daily Checking Reports as per clause no 5.1 of the scope of work. | Monthly (lump sum) | 24 month | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 20. | Dismantling & fitting of Carrying roller(TR-1) | Nos. | 3300 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 21. | Dismantling & fitting of Return roller(BR-1) | Nos. | 400 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 22. | Dismantling & fitting of two part gardland type return roller with 'L' type hook | Nos. | 200 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |

| SL. No. | Description | Unit | Estimated quantity for 24 months | Unit rate (including all taxes and duties except service tax) | Amount |
|----------------|---|-----------|----------------------------------|---|--|
| 23. | Dismantling & fitting of BKT-1 for carrying roller. | Nos. | 400 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 24. | Dismantling & fitting of Bracket for return roller. | Nos. | 120 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 25. | Dismantling & fitting of Modified return roller bracket (3 part straight) along with roller etc. | Nos. | 200 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 26. | Replacement of structural items including fabrication, surface preparation, painting and erection as per scope of work. | MT | 50 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| 27. | Painting of existing steel structures as per clause no. 5.18 of the scope of work. | Sq. metre | 1500 | Rs..... (In word) Rs..... (In figure) | Rs..... (In word) Rs..... (In figure) |
| Total amount : | | | | | |

Signature of the witness
with date

Full signature of the Contractor
with date and Office Seal

FORM OF TENDER

To
The Sr. Dy. Manager (P&E),
Operational Administrative Building,
Chiranjibpur, Haldia Dock Complex,
Kolkata Port Trust, P.O.- Haldia,
Dist.- Purba Medinipur, Pin.- 721604.

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for "**Repair and Maintenance of conveyor belts and conveyor structures of Coal Handling Plant, Haldia Dock Complex for Two years**", in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

We hereby agree that the said Specification, Conditions of Tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 120 days from the closing date of this Tender and in default of our so doing, the Earnest Money of **Rs. 3,60,000.00** (Rupees Three Lakh Sixty Thousand only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port Trust, Haldia Dock Complex may cancel our Tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....
Full Address

Signature.....
(Seal)

Note: All blank spaces to be filled in by the Tenderer and be submitted along with tender.

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) to be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees
For the Port of Kolkata, Haldia

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), 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 Trustees 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 '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.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, 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 Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, 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, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, 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 Trustees 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 Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....2017 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees 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 Trustees against the contractor and to forebear or enforce any of Terms and Conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees 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 usBankBranch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

General Conditions of Contract

Forms And Agreements

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

CALCUTTA PORT TRUST
CALCUTTA DOCK SYSTEM
& HALDIA DOCK COMPLEX
MAY, 1993

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GENERAL CONDITIONS OF CONTRACT

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DEFINITIONS

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of 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 Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) 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 (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 Trustees at their discretion. | Contract |
| 1.12 | “Constructional Plant” means all appliances or things of whatsoever nature required in 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, and other places, on, under, in or through which the works are to be executed or carried out and any other Lands or places provided by the Trustees for the purpose of the Contract. | Site |

| | | |
|------|--|--|
| 1.14 | “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. | Contract Price |
| 1.15 | “Month” means English Calendar Month. | Month |
| 1.16 | “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). | Excepted Risks |
| 1.17 | Word importing the singular only, also includes the plural and vice-versa where the context so requires. | Singular/Plural |
| 1.18 | The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. | Headings/ Marginal Notes. |
| 1.19 | Unless otherwise stipulated the word “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 RESENTATIVE. | |
| 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 | <i>The Engineer shall have full power and authority :</i> (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. | Engineer’s Power |

- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alteration and modification of the work and for extra works.
- (d) to issue certificates as per contract.
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

| | | |
|-----|--|--|
| 2.4 | <p><i>The Engineer's Representative shall :</i></p> <ul style="list-style-type: none"> (i) watch and supervise the works. (ii) test and examine any material to be used or workmanship employed in connection with the work. (iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard. (iv) take measurements of work done by the contractor for the purpose of payment or otherwise. (v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense. (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and, (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor. | <p>Power of Engineer's Representative.</p> |
| 2.5 | <p>Provided always that the Engineer's Representative shall have no power :</p> <ul style="list-style-type: none"> (a) to order any work involving delay or any extra payment by the Trustees, (b) to make variation of or in the works; and (c) to relieve the Contractor of any of his duties or obligations under the Contract. | |

| | | |
|---|---|--|
| 2.6 | Provided also as follows: | Engineer's Overriding Power |
| (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 sustained by him. | |
| (b) | If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision. | |
| (c) | Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. | |
| 3.0 | THE TENDER/OFFER AND ITS PRE-REQUISITES | |
| 3.1 | The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration: | The tender must encompass all relevant aspects/ issues. |
| (a) | The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. | |
| (b) | The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. | Drawing/Specifi cation/ Nature & extent of work to be done. |
| (c) | The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. | |
| Accommodation for Contractor's men/materials. | | |

- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if 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 | | Scale of E. M. Deposit |
|-------------------------|--|--|------------------------|
| | For Works Contract | For Contract of Supplying Materials or Equipment only. | |
| Up to Rs. 1,00,000.00 | 5% of the estimated value of work | 1% of the estimated value of work. | |
| Over Rs. 1,00,000.00 | 2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-. | ½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-. | |

(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 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 through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.

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

| Class of Registration | Amount of Fixed Security | Financial Limit of Each Tender |
|-----------------------|--------------------------|---------------------------------------|
| A | Rs. 10,000/- | Any tender priced up to Rs.2,00,000/- |
| B | Rs. 5,000/- | Any tender priced up to Rs.1,00,000/- |
| C | Rs. 2,500/- | Any tender priced up to Rs.50,000/- |

(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 Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.

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

- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the 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 Rs.10,00,000/-. | 10% (Ten percent) | 1% (One percent) | |
| For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/- | 10% on first Rs.10,00,000/- + 7½% on the balance. | 1% on first Rs.10,00,000/- + ½% on the balance. | |
| For works costing more than Rs.20,00,000/- | 10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance. | 1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance. | |

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of 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 Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.
- No interest payable on E.M. /S.D

- 3.5 (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Mode of refund of S.D.
- 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.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.
- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from 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 Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases
- 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

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|-----|---|---|
| | <p>(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 :</p> <ol style="list-style-type: none"> 1. The Indian Contract Act, 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 Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only). | Applicability of laws on the contract |
| 4.2 | After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to 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 Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. | All Drawings are Trustees' property. |
| 4.5 | The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever. | Contractor to prepare working / progress drawings |

- 4.6** The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause. Contractor cannot sub-let the work
- 4.7** Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. Contractors' price is inclusive of all costs
- 4.8** The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct 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.
- 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.
- 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.
- 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 to submit his programme of work

Contractor to supervise the works

Contractor to deploy qualified men and Engineer's power to remove Contractor's men

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 be recoverable from the contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- Contractor is responsible to protect the work**
- 4.14** The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- Contractor is responsible for all damages to other structures / persons caused by him in executing the work.**
- 4.15** The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
- Fossils, Treasure troves, etc. are Trustees' property**

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| 4.16 | <p>The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <ul style="list-style-type: none"> (a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person. (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work. (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials. (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work. | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p> |
| 4.17 | <p>Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.</p> | <p>Dismantled materials Trustees' property</p> |

- 4.18** 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 labourers 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 Calcutta Municipality Corporation or other 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 in case of Trustee's enlisted contractor to the address as appearing in the Trustee's Register 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.

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| 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 Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the Contractor shall be liable to the Trustees 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 Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. | Trustees' lien on Contractor's Plant & Equipment. |
| 5.0 | COMMENCEMENT, EXECUTION AND COMPLETION OF WORK. | |
| 5.1 | The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. | Preliminary time to commence work and 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 |

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| 5.3 | Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. | Contractor to observe Trustees' 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 |
| 5.7 | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. | Contractor to arrange all testing at his own cost. |
| 5.8 | Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply; | |

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| <p>(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.</p> | <p>The Contractor shall account for and look after the Trustees' materials</p> |
| <p>(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.</p> | <p>Contractor to compensate for loss and damage to Trustees' materials</p> |
| <p>(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.</p> | <p>Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work</p> |
| <p>(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.</p> | <p>Recovery from Contractor for Trustees' materials under normal circumstances</p> |

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees' materials under other circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

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 Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

Contractor to replace materials/work not acceptable to the Engineer or his Representative

5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

- 5.11** On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is – 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.
- 5.11.1** If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12** When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned. Completion Certificate G.C.1.

6.0 TERMS OF PAYMENT:

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| 6.1 | <p>No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.</p> <p>On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.</p> | <p>All interim payments are advances till issue of Certificate in Form G.C.2</p> |
| 6.2 | <p>All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.</p> | <p>Payment on the basis of measurements at agreed rates.</p> |
| 6.3 | <p>For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.</p> | <p>Limitation for on account payment</p> |

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| 6.4 | <p>Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.</p> | Recording of measurements |
| 6.5 | <p>Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.</p> | Contractor to prepare and submit his bills |
| 6.6 | <p>At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor, Provided always that –</p> <ul style="list-style-type: none"> (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature, (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions, | Advance payment against Non-perishable materials |

- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
- (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,
- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

| | | |
|-----|--|---|
| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account. | Recovery for wrong and over payment |
| 6.8 | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to Contractor |
| 7.0 | VARIATION AND ITS VALUATION : | |
| 7.1 | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. | Quantities in Bill of Quantities of Tender |
| 7.2 | <p>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 :</p> <p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p> | Engineer's power to vary 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 | <p>Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.</p> | Where written order for variation is not needed |
| 7.5 | <p>(a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.</p> <p>(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.</p> <p>(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 Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p> <p>(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.</p> | Payment for extra or additional or omitted work or substituted work Engineer's powers |

- 8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT**
- 8.1** Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. **Extension of completion time**
- 8.2** (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, $\frac{1}{2}\%$ (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. **'Liquidated Damage' and other compensation due to Trustees**

(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

- 8.3** Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- 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 Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

- 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT**
- 9.1** On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- 9.2** The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3** On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.
- Contractor's obligation for maintenance of work.
- Certificate of final completion
- 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 Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. **Arbitration.**
- 10.3.1.** If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 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 Rs.40,00,000/-.
 - [b]** The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- [c] 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 justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.**

No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the contractor after submission of certificate in Form G.C. 3 by him.

- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.**
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.**

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

-::FORM OF TENDER::-

CONTRACT NO.:

To

.....
.....
.....
.....

I/Weof

.....
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within..... month/week 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, Drawings and Special & General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs.
(Repeat in words)

* I/We requiredays/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.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ Manager(Finance), Haldia Dock Complex 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.

**Signature of Tenderer
(Seal of the Tenderer)**

Witness:

Signature:_____

Name:_____
(In Block Letters)

Name of the
Tenderer:_____

Address:_____

Date:_____

Occupation:_____

Address _____

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

THIS AGREEMENT made this day of 19 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS 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 :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The Drawings.
 - c. The General Conditions Of Contract.
 - d. Special Conditions Of Contract (If any).
 - e. The Conditions Of Tender.
 - f. The Specifications.
 - g. The Bill Of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. 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 Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, 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 affixed (or have set their respective hands and seals) the day and year first above written.

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

CALCUTTA PORT TRUST

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.O.....Dt.....

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

Work Order No..... Dt

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20.... in accordance with terms of the Contract and you are required to maintain the work in accordance with Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of _____ days / weeks / months / years

from the _____ day of _____ 20....

to the _____ day of _____ 20....

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

C.C. to: The Deputy Chief Engineer ()
The Deputy Manager ()
Financial Adviser & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

CALCUTTA PORT TRUST

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

Work Order No.....dt

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

CALCUTTA PORT TRUST

FORM G.C.3

('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Engineer
Calcutta Port Trust
Calcutta/Haldia.

(Atten:.....)

(Address, the Trustees' Official, mentioned in
the Work Order and under whom the Contract
was executed)

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 :- _____ dt. _____

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)

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

To
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs 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 Trustees 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 fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta / Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Calcutta / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta / 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 Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, (Name

of the Bank), Branch, Calcutta / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch, Calcutta / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Calcutta / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, Branch, Calcutta / 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, Branch, Calcutta / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Calcutta / 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 Trustees 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 Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 20 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto or any extension thereof made by us Branch, Calcutta / 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 Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Calcutta / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees 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 Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Calcutta / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Calcutta / Haldia.

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

SIGNATURE
NAME
DESIGNATION
(Duly constituted attorney for and on behalf of)
BANK
BRANCH
CALCUTTA / HALDIA
(OFFICIAL SEAL OF THE BANK)