

KOLKATA PORT TRUST

TENDER SPECIFICATION AND CONDITION OF CONTRACT FOR

Running Repair/Maintenance Contract & Supply of Materials for Tugs & Launches

TENDER NO. MRN/ES/23PIII/986 dt. 21.02.2017

Estimated Tender Value Rs. 31.5 Lac for three years

ENGINEER SUPERINTENDENT SECTION

4 , GARDEN REACH ROAD

KOLKATA - 700023

Cost of Tender Document: ₹ 1500/-

TENDER DOCUMENT

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

e-TENDER for Running Repair/Maintenance Contract & Supply of Materials for Tugs & Launches

NOTICE INVITING TENDER No. MRN/ES/23PIII/986 dt. 21.02.2017

TENDER NOTICE:

The Director, Marine Department, Kolkata Dock System (KDS), Kolkata Port Trust (KoPT) invites E-Tender for Running Repair/Maintenance Contract & Supply of Materials for Tugs & Launches under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from the ship building/maintenance works of ships involving structural repairs and engine/machinery repairs.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com/ eprochome/kopt and KOPT website www.kolkataporttrust.gov.in Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

Tender No.	MRN/ES/23PIII/986 dt. 21.02.2017
<u>Tender Authority</u>	Director, Marine Department Representative-(Engineer Superintendent)
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com/eaprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
E-Tender No.	KoPT/Kolkata Dock System/DMD/33/16-17/ET/577
Estimated value of Tender	Rs. 31.5 Lac for three years
Date of NIT available to parties to download	21.02.2017 at 1500 hrs.
Date and time of <u>Pre-Bid Meeting</u> and site inspection	28.02.2017 at 1100 hrs. At Engineer Superintendent Office,4 Garden Reach road.Kolkata-700023
i) Earnest Money Deposit & ii) Tender Cost	The intending bidders should submit Earnest Money of Rs.63000/- (Rupees sixty three thousand only) to KoPT . “ Tender Cost ” containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of “ Kolkata Port Trust ” of Rs. 1500/- (Rupees one thousand five hundred only) as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. All Banker's cheques/Pay Orders/Demand Drafts should be drawn in favour of “Kolkata Port Trust” on any nationalized/Scheduled bank having branch in Kolkata.
iii) Transaction Fee	Rs. 1815/- (Including Service Tax & other charges @15% on Service Charge) Payment of Transaction fee by

	NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Page No 6)
Last date of submission of Tender Document Fee and Earnest Money.	17.03.2017 up to 1400 hrs.
Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<u><i>Three working days before the last date of closing of online bidding for the e-tender.</i></u>
Date of Starting of e-Tender for submission of on line (Techno-Commercial Bid and price Bid) at www.mstcecommerce.com/eprochome/kopt	01.03.2017 at 1100 hrs.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	17.03.2017 at 1400 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).	17.03.2017 at 1500 hrs.
Date and time of opening of Price Bid (Part-II). Bidders shall be informed separately.	To be informed separately.

INSTRUCTIONS TO TENDERERS

e -Tender No.:- KoPT/Kolkata Dock System/DMD/33/16-17/ET/577

This is an e-procurement event of Kolkata Port Trust. 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 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.

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 possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC 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 www.mstcecommerce.com/eprochome/kopt</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu/Govt depts→Register as Vendor under KOPT-- 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 KOPT/MSTC, (before the scheduled time of the e-tender).</p> <p>Contact person (KOPT):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">1. Joy Biswas Asstt. Engineer Superintendent Mobile No-9051604646 Email:biswas.j@kolkataporttrust.gov.in.</td> <td style="width: 50%;">2. Ashis kumar Nath Dy. Engineer Superintendent. Email:ak.nath@kolkataporttrust.gov.in.</td> </tr> </table> <p>Contact person (MSTC Ltd):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in.</td> <td style="width: 50%;">2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in. Landline:03322901004</td> </tr> </table> <p>3. Ms Sumona Maity Management Trainee (E-Commerce) Mobile-09831155225 Email-smaity@mstcindia.co.in.</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>	1. Joy Biswas Asstt. Engineer Superintendent Mobile No-9051604646 Email:biswas.j@kolkataporttrust.gov.in.	2. Ashis kumar Nath Dy. Engineer Superintendent. Email:ak.nath@kolkataporttrust.gov.in.	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in.	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in. Landline:03322901004
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2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/kopt</p> <p>(A). Part – I (Techno-Commercial bid) : Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.</p> <p>(B) Part – II (Price bid) : Would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail confirmed by them.</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY NEFT in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by NEFT to MSTC is detailed below Bank Details : Axis Bank, Shakespeare Sarani Branch ifs : 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 A/C of the bidder only; transaction fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to submit the payment towards cost of Tender Document and Earnest Money Deposit (EMD), the vender will not have the access to on line e-tender and no correspondence in this respect will be entertained and KoPT 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 Banker's Cheque or Pay Order or Demand Draft, well in advance and verify completion of transaction in respect of Tender Fee and EMD. Vendors are instructed to use <i>Upload Documents</i> 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. Once the 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. /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KOPT. 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	E-tender cannot be accessed after the due date and time mentioned in NIT.
8.	<p>Bidding in e-tender:</p> <p>(a). Bidder(s) need to submit necessary Tender Document Fee, EMD and Transaction Fee for their eligibility to bid online in the e-tender. Tender Document Fee and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KOPT. In case of the successful tenderer, this amount may be adjusted against the Security Deposit.</p> <p>(b). An amount of Rs.63000/- (Rupees sixty three thousand only) has to be deposited by Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/Nationalized Bank in favour of "Kolkata Port Trust" payable at Kolkata, to be enclosed with the Techno-commercial part of the tender.</p> <p>(c). If any tenderer withdraws his tender before 180 days from the date of opening of the Techno-commercial Bid of the tender, the Earnest Money Deposit will be forfeited by the Trustees.</p> <p>(d). Tender without the Earnest Money or depositing the Earnest Money in a manner other than what has been stipulated here-in-before or for an amount less than the specified amount would be considered as invalid tender and would be summarily rejected.</p> <p>(e). NSIC registered firms under Single Point Registration scheme are exempted from depositing Tender Fee and Earnest Money. But all the NSIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be submitted in Cover-I of Tender for claim of such exemption, failing which their tender would be summarily be rejected.</p> <p>(f). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno-Commercial Bid as well as Price Bid.</p> <p>(g). 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 under KOPT → My menu → Auction Floor Manager → live event → Selection of the live event.</p> <p>(h). The bidder should allow to run an application viz. enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his Techno-commercial bid.</p> <p>(i). 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 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 click on the "Submit" button to register their bid.</p> <p>(j). 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>(k). During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(l). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(m). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfills all the terms and conditions of the Tender Document.</p> <p>(n). 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>(o). 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>(p). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>(q). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.</p>
9.	The e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	KOPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

12	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.
13.	The bidders <u>must upload</u> all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
14	The bid will be evaluated based on the filled-in technical and commercial formats which have been uploaded.
15.	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.
16	Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

WORK TITLE

Notice Inviting Tender for Repair/Maintenance Contract & Supply of Materials for tugs & Launches

INTRODUCTION OF WORK

KoPT has a fleet of vessels i.e. tugs, Launches and boats operating at Kolkata. Normally various repair/maintenance works is carried out through internal resources by KoPT but in order to attend to break down / repair of any kind on above mentioned marine crafts and to ensure the adequate availability of the vessels so that shipping operation is not adversely affected in any manner, KoPT intends to off load repair/ maintenance/ supply of material and transporting for repairs/ scrap etc. as and when required, to an experienced contractor, when the work cannot be done through internal resources and /or beyond normal working hours/holidays.

The Contractor would be required to provide various categories of labour which would be need based on as and when required basis (if required to carry out urgent repair) and would be intermittent in nature along with supply of material /welding set, gas cutting set etc. , as needed to carry out repair.

Interested firms meeting the eligibility criteria as given below may participate in the tender.

Name of the Works- Running Repair/Maintenance contract & supply of materials for GD Midnapore, Tugs, Launches and boats.

Estimated value of the contract- Rs.10.5 lac (Rupees ten lac fifty thousand only) per year.

Period of contract- From 01.04.17 or finalization of the contract to 31.03.20 i.e. for a period of three years.

ESTIMATED VALUE OF THE TENDER FOR THREE YEARS IS Rs.31.5 LAC.

P.Q. CRITERIA & BOQ HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs. 10.5 LAC.

PERIOD OF CONTRACT- 3 YEARS.

Tender document fee- Rs. 1500/- (Rupees one thousand five hundred only).

Earnest Money – Rs 63000/- (2% of the estimated value)

Empanelled firms would not be required to deposit EM for participation for any KoPT limited tender & they will be required to submit balance amount of EM for participation in open tender of KoPT. However, submission of impanelment letter issued by KoPT to them is mandatory.

Non submission of tender fee and/or EMD (or shortfall EMD) will render the tender liable for disqualification.

Mode of submission of EMD : **Earnest Money** is required to be submitted to participate in the tender either by a Demand draft/Pay order/Banker's Cheque from a Nationalized Bank drawn in favour of “**Kolkata Port Trust**” payable at Kolkata to be deposited along with the techno-commercial part of the offer.

Refund of EMD :

Earnest Money Deposit of all bidders will be kept in safe custody. Only earnest money of L1 bidder will be encashed and earnest money instruments of other bidders will be returned after opening of price bid.

Exemption: NSIC registered firms (under single point registration scheme) are exempted from depositing cost of Tender Document and depositing Earnest Money. Documentary evidence must be submitted in Cover-I of their offer for claim of such exemption otherwise their offer will be rejected.

Forfeiture of EMD :

Earnest Money shall be forfeited, if any 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, making it unacceptable to the KoPT; and/or, in case successful Tenderer fails to enable

KoPT to deduct equivalent amount of SD from their bills because of non-execution of work or otherwise. For the purpose of this provision, the validity period shall include any/all extension thereof agreed to by the Tenderer in writing. The Trustees of Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.

Eligibility criteria-

PRE-Qualification criteria-

Firms must not be under black listed by any PSU on date of application.

Technical Criteria	Financial Criteria
<p>A. Must have successfully carried out ship building/maintenance works of ships involving structural repairs and engine/machinery repairs in course of last 7 years.</p> <p>B. Successfully completed at least 3 ship repair/ship building works having components under (A) each costing not less than 40% of the estimated value put to tender or 2 works each costing not less than 50% of the estimated value for the work or 1 work costing not less than 80% of the estimated value put to tender during last 7 years ending on 31.12.16.</p>	<p>Average annual turn Over for the last 3 Yrs., ending 31.03.2016 should be at least 30 % of the estimated value.</p>

Instructions for filling the bids.

1. Every Entry in the tender shall be made in ink. All writings shall be flawless and entirely free from Error. Corrections are to be only made by scoring out and initiating the revised figures. No overwriting would be permissible. Use of white ink in price bid is not allowed under any circumstances and the offer may be rejected in that event.
2. The Trustees for the Port of Kolkata do not bind themselves to accept the lowest or any tender or part thereof and reserves the right to accept or not to accept any or all the tenders, either in whole or in part, without assigning any reason thereof.
3. The rates quoted in the tender shall hold good and binding on the Tenderer for a period of 180 days (minimum) from the scheduled date of opening of Cover I of the Tender, notwithstanding any increase in the cost of materials and labour or levy or other charges whatsoever and the Tenderer shall not be entitled to claim any increase over the rates quoted by them.
4. A Tender with an escalation clause will be out rightly rejected.
5. The Trustees reserve the right to disqualify a tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the tenderer or on behalf of the tenderer to any officer, employee or representative of the trustees or to any person on his or their behalf in relation to acceptance of the tender.

Evaluation of Tender

Evaluation of tender will be done on technically acceptable lowest bids on the basis of summation of unit rates multiplied by evaluation criteria i.e. on the basis of grand total of BOQ quantities.

(It may please be noted items under Annexure- A shall not be considered for evaluation. The BOQ quantities are only for the purpose of evaluation based on previous records and can vary in actual execution).

1. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

- 1.1 In all disputes, matters, claim demands or questions arising out of Engineer's depiction of contract or connected with the interpretation of the contract including decision given by him, the meaning of Specifications, Drawings & 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 binding on all the party to the contract and shall forthwith be given effect to by the Contractor.
- 1.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such award/decision require referring the matter to the Chairman, who shall thereupon consider and give a decision.

- 1.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, the contractor shall, within 15 days after receiving notice of such decision by the Chairman, would give notice to the Chairman requesting appointment of an arbitrator. Within 60 days from his (contractor's) written notice, the Chairman shall refer the matter to an Arbitrator from the panel of Arbitrators, 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 Conciliation Act, 1996 or any statutory modification thereof.
- 1.4. 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.
- 1.5 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.
- 1.6 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Conciliation Act, 1996 or any statutory modification thereof. The Arbitrator may, if found necessary extend the time for making and publishing the award, with the consent of the parties.
- 1.7 The venue of the arbitration shall be at Kolkata. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be at 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.
- 1.8 The award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act with latest amendments thereof. Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
- 1.9 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.
- 1.10 Save as otherwise provided in the contract the provisions of the Arbitration Act, and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this clause.
- 1.11 Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with management decision. The management 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.

PROVIDED ALWAYS AS FOLLOWS: -

- a) The Contractor shall have to raise disputes or difference 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.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C3 by him
- c) Contractor's claim/dispute raised beyond the time limits prescribed in sub clause (a) and (b) herein above, shall not be entertained by the engineer and /or by any arbitrator, subsequently.
- d) The Chairman/Trustees shall have the right to alter the panel of arbitrators, vide clause No 1.3 herein above, at their sole discretion by adding the names of new arbitrators and by deleting the names of existing arbitrators without making any reference to the contractor.

The tenderer shall abide with KoPT's General Condition of Contract, contract labour (regulation and abolition) Act 1970, workmen compensation Act 1923 and relevant provision of any other Act concerning the contract in-force and as imposed, proposed / implemented in future. Contractor shall also be responsible to ensure the compliance of minimum wage act and amendments thereof from time to time.

TECHNICAL SPECIFICATIONS

1.1 Quality & Workmanship:

The work is to be carried out with best quality materials and with highest degree of workmanship to the entire satisfaction of KoPT's Representative and works to be carried out in approved manner as prescribed by IWT/MMD/ classification societies.

1.2 Welding: All welding to be carried out by experienced and certified welders in an approved manner and as per code of practice of relevant Indian standard Specification (Latest Revision)

1.3 Electrodes - Electrodes to be used for welding shall be of approved variety/brand by Statutory Authority.

1.4 Engine/Machinery Parts as far as possible will be supplied by KoPT, if not available with KoPT immediately same may be required to be procured through OEM//their authorized dealers. In event of non availability of OEM spares, local equivalent components can be used on approval, however if even the local components are not available same may need to be cast and machined /fabricated on approval basis from the Engr. of the contract or his representative. In case of use of non OEM spares approved by the Engr. the responsibility shall vest with the contractor with regard to the guarantee clause or any implied damages.

All materials and workmanship used and employed in carrying out works shall be of best/-approved quality and duly approved by the Engineer. The work executed under this contract shall be to the entire satisfaction of the KoPT officials. Any portion or portions of the works done under this contract which may be considered by the officials to be defective or unsatisfactory or not in accordance with the specification and which they may reject, shall be replaced/reconstructed with fresh materials, as the case may be, in a manner satisfactory to the officials at the sole risk and expense of the Contractors.

1.5 Repairers will be provided supply of electricity and water on board, free of cost by KoPT including supply for welding transformers as the case may be as far as possible.

1.6 In case of emergency the repairer may have to attend at Haldia for repair, however transportation will be provided by the KoPT.

Guarantee: All works to be guaranteed for a period of 6 months from the date of completion of specific repair and successful trial of machineries, against bad materials and faulty workmanship. Guarantee repairs will have to be carried out any where within the jurisdiction of Kolkata Port Trust where ever the vessel may be, at the Tenderer's Cost.

1. In case the contractor fails to carry out the guarantee repairs even after giving opportunity, KoPT reserves the right to invoke risk purchase/termination of contract as per GCC clause after giving notice to the contractor.

2. Rectification of defects.

The Tenderer will be bound to rectify the defects in material and workmanship detected, at any stage of inspection and even after final inspection. Such rectification will have to be done in a manner approved by IWT/M.M.D. Surveyor/KOPT Representative at no extra cost to the Trustees. Rectification if any to be carried out in minimum time and as specified by KoPT at any place wherever the vessel is.

COMMERCIAL SPECIFICATIONS

1. In case of any damage to KOPT property due to fire, theft, bad workmanship or otherwise due to the neglect of the contractor, he would be required to rectify/repair/ make good the same at their own expense to the entire satisfaction of KoPT.
2. For any Hours or part thereof loss in working due to unforeseen reasons, leading to delay in completion of the repairs, the same would be required to be noted jointly with KOPT's representatives in the Log Book to be maintained for future reference.
3. L.D. Clause-Liquidated damage, at the rate of ½% per week or part thereof, subject to a maximum of 10% of the value of specific job/ work order that is delayed and not on the whole contract would be deducted.
4. Security Deposit:
Security Deposit to the extent of 10% will be deducted from each progressive bill as submitted by the successful Tenderer, which will be retained as Security Deposit till successful completion of the guarantee period. i.e. 6 months after completion of trials for each machineries/equipments/accessories repaired by the contractor(including for the supply of components if made by the contractor).
5. Taxes & Duties: -
Taxes & duties as applicable will be paid extra at actual only on bought out materials, subject to specific mention of excise and other duties.
KOPT reserves the right to accept or reject any offer either in part or in full without assigning any reason whatsoever.
Service Tax and Education Cess as applicable will be payable extra at actual by KoPT along with the bills, the firms would also be required to submit their Service Tax Regn. No as well as the copy of each of the returns they file for the service tax as per the statutory requirement.
6. Mainly repairs will be carried out on board the vessel under supervision and close monitoring of Chief Engineer /EIC/Representative of CHE/CH/HMP.
7. Labour will be requisitioned as and when required as per the requirement by Chief Engineer /EIC/Representative of CHE/CH/HMP except in exceptional cases by CHE, HMP, CH, or ES.
8. Job, which is executed in workshop, will be done on the basis of submission of prior "Quotation Cum Bill" with the approval of the E.S /DES/AES and or Ch. Engr./EIC of the vessel for engine work and CHE/HMP/CH/DDM/ADM/Mooring Master/Dy Mooring Master/Berthing Master etc. for the Deck work.
9. In case there is an unscheduled HOLIDAY/BANDH/STRIKE on the prescribed last date of submission, opening of Bid and Pre-Bid, the next working day will treated as the scheduled prescribed day for the same.
10. KoPT has got a Transport Contractor. Normally transport will be taken from the Authorized Transport Contractor. It may become necessary to transport assemblies, sub-assemblies / equipments of machinery where KoPT transport is not available, and to be operated upon lowest basis. Transport charges for transportation of materials weighing up to 20 Kgs will have to be transported by hand and no extra charges will be paid. Up to 80 Kgs. the transportation charges on actual, would be paid, as certified by the KoPT official.
11. Transportation charges by Hand cart (Thela) up to 500 Kgs., Matador up to 2000 Kgs. and Lorry up to 3000 Kgs. would be payable as applicable. Higher of the rates for either hourly or K.M. rate, would be payable as certified by the KoPT Official for Matador and Lorry.
12. Number of personnel deployed for particular job will have to be certified by the KoPT. Officers of the respective sections. The contractor's personnel should bring all standard tools, tackles, gadgets etc. etc. with them as considered necessary for the execution of the work.
13. Supply of material and spares is to be arranged at actual cost plus 10% basis for handling and local transportation charges i.e. exclusive of sales tax, octroi, surcharge etc. Under

exceptional circumstances it may become necessary to airfreight the spare parts, in such cases courier/airfreight charges will be payable by KoPT extra.

14. Free gate passes for the entire period of contract and guarantee obligations would be provided by KoPT for the workers of the successful bidders for which necessary letters will be issued by the E.S. Office but the necessary formalities shall be the responsibility of the contractor.
15. It shall be responsibility of the contractor to have the antecedents of their employees' verified prior allowing entry to the port area.
16. All contractor's workers are to use safety gear such as safety shoes, helmets etc. without which they would not be allowed to work on board.
17. All bought out items to be purchased from the firms having VAT registration to the extent possible and each bill for such purchase must display the VAT Regn. No. as well as the amount of VAT charged specifically as far as possible (so that the work is not delayed and the vessel schedule is not affected). Bought out items without VAT registration has to be certified by the user of KoPT.
18. Minimum booking for labour would be 8 Hrs. against any booking. The contractor would require providing labour/material as required at any day and time irrespective of day or night.
19. In case of emergency labour may have to be provided as required for carrying out any emergency work other than the repair work.
20. If required work will also to be done while vessel is operational.

General conditions

- a) Generally the contract is to be operated from ES/Mooring Master/Dock Master's Office.
- b) The Contract may be terminated within 45 days notice in case of persistent delay / neglect on part of contractor at the sole risk and expenses of the Contractors.
- c) Contractor is responsible for unauthorized obstruction or nuisance caused by the contractor in respect of public or private road, railway tracks, foot path, water ways, and other properties to the trustees or any other persons. Damage if any, is to be rectified by the contractor.
- d) The contractor shall be responsible for damage / injury caused to any equipment/machineries/fittings on board or personnel on account of the movement of contractors' plants and materials in connection with the work.
- e). Pollution of water way and damage caused to river, lock, sea or other structure related to water way, in transporting contractor plant and materials if any to be rectified/taken care by the contractor.
- f) It shall be the responsibility of the contractor to provide for his labour, employers' liability insurance for the workmen's compensation in case of any accident of his men working for the employers. He shall also be responsible to abide by Employees State Insurance Act and Labour Laws in force or implemented in future during the currency of the contract.
- g) Contractor shall indemnify owner, owner's member worker and employees of the owner against all actions, proceedings, claims, demands, cost and expenses what so ever arising out of any act irrespective of any nature of the contractor.
- h) The successful tenderer shall have to abide by all labour Act, Factories Safety. Act, Workmen's Compensation Act, Minimum Wages Act, Safety Regulation and allied Rules and Regulations pertaining to their labour during the entire period of contract. The Trustees shall give no conveyance or compensation to the Tenderers labour in continuous period of contract sustaining injuries in connection with the work.
- i) The successful tenderer shall be responsible for the Security of their men and materials at their own cost against any sort of Pilferage / theft for which KoPT will not be liable.

Evaluation of contract on completion / termination of work.

KoPT is ISO 9001: 2008 certified organization. Accordingly the evaluation of contract would be carried out after completion / termination of contract. In case the contractors

performance is not found to be satisfactory, the contractor may be black listed or may not be allowed to participate in any future tenders of KoPT.

Definition of Different Categories of Labour

1. Semiskilled labour- shall mean a person well conversant with working on board and physically strong enough to carry out laborious work.
2. Skilled labour- shall mean A person well conversant to work independently and capable of working on various pumps, diesel engines, Hydraulic equipments etc. in general capable of carrying out temporary repair of various machineries fitted on board independently.

OR

3. An Electrician well conversant to work on the AC & DC electrical system on board and capable of attending minor repair of motors, generators, starters, panels, lighting circuit etc. independently .

OR

A person well conversant with Gas cutting and welding work **or** splicing of wire ropes **or** capable of doing various plumbing and carpentry work etc. etc.

4. Highly Skilled Labour –

Shall mean a person specialized in specific type of engine, gear box, pumps, etc. etc. or An Electrician capable of fault finding and rectification of main electric switch board panels sophisticated alarms, shut down / safety cut-out system etc. etc. or having specialized knowledge on hydraulic systems / pneumatic system/ air conditioning system/ domestic fridge system/other works associated with steering winch pump and motor systems / pneumatic control system of cranes, equipment control etc .etc., OEM personnel.

1. Penalty clause-

Against the specific manpower requirement, if manpower is not provided within 48 hrs of such requisition in that case following deduction will be imposed (except in case of strike natural calamity or any other reasons beyond the control of the contractor).

- a. At the specified rates of category of manpower not provided subject to minimum of 16 Hrs. and maximum of total value of specified work.
- b. In case of non-completion of work in stipulated time or delay in supply of materials, half percent of each specific work per week or part thereof, subject to the maximum limit of 10% will be deducted from the bills.

The tenderer shall abide with a general condition of contract 1993 contract labour (regulation and abolition), workmen compensation Act 1923 and relevant provision of any other Act concerning the contract in-force and as imposed, proposed / implemented in future. Contractor shall also be responsible to ensure the compliance of minimum wage act and amendments thereof from time to time.

It is recommended that each contractor's representative capable of taking decision across the table be present with the letter head and rubber seal of the company to be able to give under taking/written confirmation of decision taken across the table.

In case there is an unscheduled HOLIDAY/BANDH/STRIKE on the prescribed last date of submission and opening of Bid, the next working day will treated as the scheduled prescribed day for the same.

11. MODE OF SUBMISSION OF BID

11.1 The tenders are to be submitted in two parts i.e. part-I & Part-II. Part-I should constitute the Technical Bid with terms and conditions of offer and Part-II should constitute only the Price Bid without any condition and deviation.

11.1.1 Part-I (Techno Commercial) will contain the following documents-

- a) Brief particulars of the firm.
- b) Current Trade License, PAN, sales tax/Vat Clearance Certificate/Vat Regn. Number, if applicable.
- c) Audited balance Sheet and Profit & Loss A/C for last 3 years (i.e. 2013-14 , 2014-15 & 2015-16)
- d) Details of similar works previously carried out by the firm with value of the work.
- e) Authentic performance certificate of similar completed works carried out mentioning total value of work and period of completed works.
- f) Bid document and General Conditions of contract duly signed and stamped on each page.
- g) Photocopy of the Treasury Receipt or original Bank Draft/Pay Order/Banker's cheque of the Tender fee and EMD from a Nationalized Bank drawn in favour of "Kolkata Port Trust".
- h) Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with KoPT representatives.
- i) Certificate/declaration of complying with the Workmen Compensation Act.
- j) Copy of ESI Registration certificate. In case the firm is not covered under ESI Act or exempted, they Should furnish necessary documents along with an Affidavit (as per **Annexure I**) in original affirmed before a 1st Class Judicial Magistrate in a Non Judicial Stamp Paper worth Rs 10/- to that effect as per enclosed KoPT approved format. In addition to that the tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a Non Judicial Stamp paper worth Rs 50/- as per enclosed format (**Annexure II**).
- k) Certificate/declaration of compliance with Minimum Wages Act.
- l) Copy of Provident Fund Registration Certificate and latest EPF challan.
- m) Authentic document related to registration under Service Tax Authority.
- n) The Tenderer shall give a declaration that they have not been debarred or de-listed by any govt. or Quasi-Govt. agencies or PSUs in India (**Annexure-III**).
- o) Overwriting and use of whit ink are not allowed.
- P) All payments due to the contractor under the contract shall be made in Rupee currency through ECS. No foreign exchange is payable on this contract. All payments like refund of Earnest Money, Security Deposit and all bills of contractor will be paid through ECS. For this purpose, following details are to be furnished by the Contractor while raising the first bill:-

1. Name of the bank with Code No. :-
2. Name of the Branch with Code No. :-
3. Bank account no. :-
4. Type of account : - Saving/Current/Cash Credit
(Strike out whichever is not applicable)
5. MICR & IFSC Code No. :-

The account shall have to be with a bank within the ECS zone prescribed by the RBI.

11.1.2 Part-II (Price Bid) shall be submitted strictly as per the enclosed KoPT format (i.e. BOQ) without any condition and deviation. Any change in price offer after the submission of tender will not be considered and deviation if any, the bids may be summarily rejected.

The Trustees for the Port of Kolkata do not bind themselves to accept the lowest or any tender or part thereof and reserves the right to accept or not to accept any or all the tenders, either in whole or in part, without assigning any reason thereof.

The rates quoted in the tender shall hold good and binding on the Tenderer for a period of 180 days (minimum) from the date of opening of Cover I of the Tender, notwithstanding any increase in the cost of materials and labour or levy or other charges whatsoever and the Tenderer shall not be entitled to claim any increase over the rates quoted by them.

A Tender with an escalation clause will be out rightly rejected.

The Trustees reserve the right to disqualify a tender, in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by the Tenderer or on behalf of the tenderer to any officer, employee or representative of the Trustees or to any person on his or their behalf in relation to acceptance of the tender

In event of any change, representatives will be informed immediately about rescheduled date and time of opening price bids.

In case there is an unscheduled HOLIDAY/BANDH/STRIKE on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same.

In exceptional circumstances the contractor would be required to carry out the minimum work considered necessary for operation of other vessels not under this contract. However the rates payable will be as per this contract.

Terms and Conditions

- a) Contractor would be required to submit the bills within 30 days of execution of work for labour and materials with the break up for individual vessels for the involvement of labour and materials separately for the engine side work and deck side work.
- b) Contractor will also require submitting monthly expenditure statement in absence of which the processing of bill may stop altogether.
- c) Normally 90% payment will be made in about 45 days on satisfactory completion of the job and after submission of clear bills along with work done certificate and balance 10% will be retained as security deposit and will be released after 6 months (the guarantee period for such works).
- d) The food for labour is to be arranged by the contractor at all places.
- e) Welding Electrodes as well as welders must have statutory body's approval.
- f) The food for labour is to be arranged by the contractor.
- g) Welding Electrodes as well as welders must have statutory body's approval.
- h) It shall be the responsibility of the contractor to provide for employer's liability insurance for the workmen's compensation in case of any accident of his men working for the employers. He shall also be responsible to abide by Employees State Insurance Act and Labour Laws.

- i) Contractor shall indemnify owner and every member worker and employee of the owner against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any act of the contractor.
- j) Notwithstanding the provision of interpretation of contract documents, disputes and arbitration clauses provided in the contract, the contract may be terminated giving 45 days notice without assigning any reason. However, contractor shall be liable to meet the extra expenditure arising out of such termination for the balance/extension period of the contract as applicable.
- k) KoPT, reserves the right to accept the tender and to reject or cancel the entire process of the tender at any stage without assigning any reason, whatsoever. KoPT also reserves the right to terminate the contract with the successful tenderer on grounds of not fulfilling the terms and conditions of the contract.
- l) The repairing firms must ensure that the manpower engaged for repair to port vessels, are paid at higher rates than that are specified in the Minimum Wages Act of Govt. of West Bengal and as amended from time to time during the entire tenure of this contract and will submit a certificate as and when required confirming the same.
- m) Materials to be purchased to the extent possible from the firms having VAT Regn. No. and amount of VAT charged to be shown separately.
- n) Quotation cum bill(all inclusive i.e. VAT, Service Tax, profit margin etc.) for deck work to be approved by CHE/HMP/CH/Dock Master/Mooring Master etc. and for machinery /engine work by Chief Engineer and/or AES, DES, ES.

If the approved costs for such work exceeds Rs 15000/-, the contractor would be required to bring the 3 sealed quotations and to be submitted to the officer initiating the work order who in turn would process and confirm for commencement of work.

- o) In case of use of specialized services of OEM/authorized service centre for repair/maintenance work of any equipment/machineries, cost plus 10% basis will be payable.
- p) Traveling time up and down to budge budge /NSD will be considered one hour/half an hour each way as duty period.
- q) KoPT reserves the right to get any work done directly by the O.E.M / their Authorized Dealers for any equipment onboard the vessel under the contract.
- r) The contractor would be required to provide two skilled labour (1 fitter, 1 electrician) and 1 unskilled labour during Sundays and Holidays.

SUBMISSION OF BILLS

Within 30 days after completion of work bills duly certified with all relevant documents of labour, materials, approval etc., should be submitted for Engine side work in E.S. Section and for All Deck side work by CHE/HMP/CH or their representatives as applicable, who in turn will verify, process and forward the bill for payment through E.S. Section (for keeping a record of expenditure).

The bills to be submitted in qua-druplicate with acknowledged receipt so that in case the bills are misplaced, can be traced.

Cenvat- All bidders to note for execution of work following steps are required to be taken so that KoPT may avail the cenvat credit.

1. Spare parts form OEM/authorized dealers, the contractor will ensure invoices are drawn in the name of the contractor however it should be marked account Kolkata Port Trust with ship name and address of the vessel as per Cenvat credit rules and regulations, KoPT would provide the Service tax Regn. No. for availing cenvat credit.

As per the act service tax paid by the receiver to the supplier when the service given by the contractor, is regarded as Cenvatable input. The amount of service tax including Krichi Kalyan Cess & Swach Bharat will be regarded as Cenvatable output and will be adjusted when actual payment is made on every such Cenvatable output on the basis of service given to the port.

Accordingly the contractor shall but such items to be extent possible either from the manufacturers or from 1st stage dealer or 2nd stage dealer. If the procurement is made by the contractor from 1st state or 2nd stage dealer, the invoice of such items shall indicate that those items//service will be consumed by Kolkata Port Trust.

The contractor will submit proper documents indicating their registration number and other required information.

ANNEXE -Ie-tender No.:- **KoPT/Kolkata Dock System/DMD/33/16-17/ET/577****FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**
On the Rupees Ten Non judicial stamp paperBEFORE THE 1ST. CLASS MAJISTRATE AT
AFFIDAVIT

I..... son ofaged about year, by faith,by
 occupation Residing at, do hereby solemnly affirm and declare as
 follows:-

THAT I am the proprietor /Partner of having office at
 and carrying on business on the said name and style.

(In case the above Deponent is an enlisted contractor at Kolkata Port Trust , the same should
 be mentioned in the affidavit.)

That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.

3. That the present affidavit is to be files before the Kolkata Port Trust as per the clause No....
 of the tender No..... issued by Kolkata Port Trust in respect of the work (the work is to be
 mentioned.)

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

Identified by me.

DEPONENT

e-tender No.:- KoPT/Kolkata Dock System/DMD/33/16-17/ET/577

INDEMNITY BOND

BY THIS BOND I, Shri/Smt., son of Sri/Smt. residing
at by occupation the
Partner/Proprietor/Director having office
at, am a tenderer under marine Department, Kolkata Port Trust
(A statutory Body under MPT Act, 1963).

WHEREAS , the said Kolkata Port Trust had asked the every tenderer, who
is not covered under E.S.I. Act or exempted to furnish an Indemnity bond
in favour of Marine Department , Kolkata Port Trust against all damages
and accidents to the labourer tenderer/contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer
/contractor named herein above shall indemnify the Kolkata Port Trust
against all damages and accidents occurring to the labourer of the
tenderer/ Contractor as demanded by the Kolkata Port Trust and which
shall be legal and /or claimed by the Kolkata Port Trust during the
execution of the work stated in the NIT No..... of

AND the contractor hereunder agrees to indemnify and at all times keep
indemnified the Kolkata Port Trust and its administrator and
representative and also all such possible claim or demand for damages
and accidents.

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

Sureties:

Signature of the Indemnifier

a) Name :

Signature :

Address :

b) Name :

Signature :

Address :

c) Witnesses

Name :

Signature:

Address :

DECLARATIONS OF THE TENDERER

e-tender No.:- **KoPT/Kolkata Dock System/DMD/33/16-17/ET/577**

We do hereby declare that: ---

We have not been banned or delisted by any Government or Quasi-Government Agencies or PSUs in India.

We confirm that the price quoted in the Price Bid is as per the "Bill of Quantities" without any extraneous condition. The Price Bid does not contain anything other than the price.

Signature of the Tenderer

With Office Seal

e-tender No.:- **KoPT/Kolkata Dock System/DMD/33/16-17/ET/577**

BILL OF QUANTITY

				Evaluation Criteria	Total
	<u>AT KOLKATA</u>				
1)	Hourly rate of Skilled Labour	Rs.	Per hr. x	20500 hrs. =	
2)	Hourly rate of Semi skilled Labour	Rs.	Per hr. x	14000 hrs. =	
3)	Hourly rate of Highly Skilled Labour	Rs.	Per hr. x	1000 hrs. =	
4)	Daily hire charges for diesel welding Set including F.O & L.O. per day	Rs.		Per day x 30. =	
5)	Daily hire charges for Electric Welding Set	Rs.		Per day x 50. =	
6)	Gas cutting set including gas	Rs.		Per day x 60 =	

(Above three item 4,5 and 6 not inclusive of skilled worker for execution of work)

Grand Total (excluding service tax) Rs-----

(In words) (do) Price Not To Be Quited Here

ANNEXURE "A"

Item not to be considered for evaluation.

Rate to be given for following items and this will be evaluated on the basis of lowest quotation received against each of the item for the tender. The successful Tenderer will have to accept the lowest rate for each of the item, offered by any of the participating firms. Payment for transportation of materials if required will be made according to the rates thus fixed.

Matador rate per hour	Rs.....per hour
Matador rate per K.M.	Rs..... Per K.M
Lorry rate per hour	Rs.....per hour
Lorry rate per K.M.	Rs.....per K.M.
Hand Cart charges	Rs.....per trip
(Hand Cart may be required to cover a maximum distance of 6 K.M.s for up and down trip.)	

Note- For Matador, Lorry only hourly rate or KM rate whichever is higher would be payable.

GENERAL CONDITIONS OF CONTRACT FORMS AND AGREEMENTS
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SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92
OF
THE 6TH MEETING HELD ON 27TH MAY, 1993.

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

- 1.0. In the contract, as her-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
 - 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.
 - 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 representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
 - 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.
 - 1.5. **"Engineer's Representative"** means any subordinate Engineer 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.
 - 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary 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 god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
 - 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 works (i.e., Bills 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.
 - 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.
 - 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.
 - 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.
 - 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 work.
 - 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.

- 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 deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar 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)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings 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.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

2. DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

- 2.1. The Contractor shall execute, complete 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.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative
- 2.3. The Engineer shall have full power and authority
 - (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
 - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
 - (c) to order for any variation, alternation 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. The Engineer's representative shall:
 - (a) watch and supervise the works,
 - (b) test and examine any material to be used or workmanship employed in connection with the work.
 - (c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
 - (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
 - (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
 - (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
 - (g) 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.
- 2.5. Provided always that the Engineer's Representative shall have no power:
 - (a) to order any work involving delay or any extra payment by the Trustees,
 - (b) to make variation of or in the works and
 - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6. Provided also as follows:
 - (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re-construction 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 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. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. 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 consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
- The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate 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.
 - 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.
 - The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
 - The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
 - Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
 - Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.
- 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.
- 3.4.
- Unless other wise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Estimated Value	Amount of Earnest Money	
	For works contract.	For contract of supplying materials of equipment only
Up to Rs.1,00,000/-	5% of the estimated value of work	1% of the estimated value of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

- Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.
- Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.
- The enlisted (registered) Contractors of the Trustees, who have deposited fixed Security with the Trustees FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced 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/-

5.

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

(ii) If before expiry of the validity period of his Tender / offer, the tender 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 of the option of the Trustees.

6.

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.

7.

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.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
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/- + 7 1/2% on the balance	1% on first Rs.10,00,000/-+1/2% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

8.

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 Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.

9.

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.

3.5.

(i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the 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.

- 3.6. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalized 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 are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

- (a) The contract documents shall be drawn-up in English language.
 - (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
 - 1. The Indian Contract Act, 1872.
 - 2. The Major Port Trust, 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).
- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 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.
- 4.4. Two copies of the Drawing 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.
- 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.
- 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 subletting under this clause.
- 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.
- 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.
- 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.
- 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 down 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.
- 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.
- 4.15. The Contractor shall immediately inform the Engineer's Representative 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.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
 - (a) Infringement of any patent right, design, trade-mark, 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) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public 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.

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

4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all 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 Kolkata Municipal 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 dispatch.
- 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.
- 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.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 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 a 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.

5. 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.
- 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.
- 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.

- 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.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship 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 materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 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.
- 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.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
 - (a) The contractor shall, at his own expense, arrange for transporting the materials from the 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.
 - (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.
 - (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.
 - (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 / 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 / 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.
 - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
 1. The issue rate of the materials at the Trustees' Stores, and
 2. The market price of the material on the date of issue as would be determined by the Engineer.
- 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 and 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.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 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
 1. Otherwise provide for in the contract, or

2. Necessary by reason of some default on the part of the Contractor, or
3. Necessary by reason of climatic conditions on the site, or
4. 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.

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 instruction.

- 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 takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of 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.

6. TERMS OF PAYMENT:

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement 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 decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than 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.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—

- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
 - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
 - 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,
1. In the event of shortage 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 Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
 2. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled 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.
 3. 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 over certify for payment or the Trustees should over-pay the Contractor on any account.
 - 6.8. No claim for interest shall be admissible 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.

7. 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 fulfillment of his obligation under the contract.
- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity 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:
 - a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and
 - e) Execute extra and additional work of any kind necessary for completion of the works.

- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 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.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- 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.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 7.6. 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 commotions 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 Damages" 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 communication by the Engineer, as aforesaid.
- 7.7. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract 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% the said value of work.
- 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.

7.8. Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
 - (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
 - (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended 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 after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
 - (v) The Contractor is not executing the work 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 in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
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.
 2. In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of 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.
 3. Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, 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 talking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
 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 and known in all respect.

8. MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 8.1. 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 the 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 manner deemed suitable by the Engineer.
- 8.2. 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 relive the Contractor of his obligations under the contract for full and final completion of the work.

- 8.3. 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 from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from 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 there from in respect of any sum due to the Trustees from the Contractor.

9. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

- 9.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications 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 work 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 .
- 9.2. 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.
- 9.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required 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 .
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.
 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.
 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.
 4. The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in 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 .
 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.
 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.
 7. Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 9.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. 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.
- 9.5. Provided always as follows:
- (a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case 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 stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

(d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5(b) and 8.5(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 on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO......

To,

.....

I/We

of

having examined the site of works, inspected the Drawings and read the Specifications, General and 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 Specification, 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 with month/week from the date of the 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 the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawings and Special & General Conditions 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 require days/months preliminary time to arrange and procure the materials required by the work from date of acceptance of the 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 Advisor & Chief Accounts Officer / Manager (Finance),
Haldia Dock Complex vide Receipt No of as Earnest Money.

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature

Name of the Tenderer

Name

(In Block Letters)

(In Block Letters)

Address

Dated

.....

Address

Occupation

.....

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

THIS AGREEMENT made thisday of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts 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 execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

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

4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of.....
.....

Was hereunto affixed in the presence of:

Name
Address
.....

Or

SIGNED, SEALED AND DELIVERED

by the said

In the presence of:

Name
Address:
.....

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

Name.....
Address:

KOLKATA PORT TRUST**FORM G.C.1**

Contract

Address

.....

Date of Completion

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....

Estimate Number E.E.Odt

C.E.Odt

Work Order Number

Allocation

Contract Number

Which was carried out by you is in the opinion of the undersigned completing in every respect on the Day of20..... in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of Days /weeks / months / years.

From the day of 20

of 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.

KOLKATA PORT TRUST**FORM G.C.2**

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work

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

C.E.O. Nodt

Work Order Nodt

Contract No

Resoln. No & 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 the obligations under Contract have been fulfilled by the Contractor.

Signature (.....)
(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST**FORM G.C.3**

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn

(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 Kolkata Port Trust for the execution of the following work, viz.

Name of Work

Work Order No dt

Contract Nodt.....

Agreement Nodt.....and I/We have no
further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date

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 Kolkata/Haldia Branch, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust 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 fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs (Rupees) we,.....Branch, Kolkata...../ 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,Kolkata/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to 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", 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, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,Branch,Kolkata/Haldia, decline or fail or neglect to honour the Bank Guaranteed 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,Kolkata.....
...../Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us, Branch, Kolkata / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court , can be valid ground for us,Branch,Kolkata
...../Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.
3. We, Branch, Kolkata /Haldia, further agree that the Bank Guaranteed 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 is 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 up to and inclusive ofday of19.....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 up to Or any extension thereof made by us,Branch, Kolkata/Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by 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, Kolkata /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 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, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any 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, Kolkata...../Haldia.
5. We Branch, Kolkata/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.....
Kolkata...../HALDIA.

(OFFICIAL SEAL OF THE BANK)