



# **KOLKATA PORT TRUST**

## **KOLKATA DOCK SYSTEM**

**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT  
8, Garden Reach Road, Kolkata – 700 043**

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### **TENDER DOCUMENT**

for

**“Supply and Operation of Non-A/C Passenger vehicles on hiring basis having minimum engine capacity of 2400 cc for KDS for 2 years”**

**Notice Inviting Tender No.**

**KoPT/KDS/Mech/SE(CT)/ADV/424 dated 01.03.2017**

**E-Tender No.:- KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**Pre-bid meeting: 21.03.2017 at 11:00 hrs.**

**Date of closing of Tender: 11.04.2017 on 14:00 hrs.**

**Date of opening of techno-commercial bid: 11.04.2017 at 15:00 hrs.**

**Tender Fee: 5000/- (Non-Refundable)**

**Chief Mechanical Engineer**

## **TENDER DOCUMENT**

### **KOLKATA PORT TRUST KOLKATA DOCK SYSTEM**

**E-TENDER FOR “SUPPLY AND OPERATION OF NON-A/C PASSENGER VEHICLES ON HIRING BASIS HAVING MINIMUM ENGINE CAPACITY OF 2400 cc FOR KDS FOR 2 YEARS”.**

**NOTICE INVITING TENDER No. KoPT/KDS/Mech/SE(CT)/ADV/424 dated 01. 03.2017**

### **TENDER NOTICE**

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites E-Tender for “**Supply and Operation of Non-A/C passenger vehicles on hiring basis having minimum engine capacity of 2400 cc for KDS for 2 years**” as per the details specified herein the Tender Documents.

Tender Document may be downloaded from MSTC’s website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt), CPP Portal i.e. [eprocure.gov.in](http://eprocure.gov.in) and KoPT’s website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Corrigenda or clarifications, if any, shall be hoisted in the above mentioned websites only.

### **SCHEDULE OF TENDER**

NIT No.	<b>KoPT/KDS/Mech/SE(CT)/ADV/424 dated 01. 03.2017</b>
Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
E-Tender No.	<b>KoPT/Kolkata Dock System/CME/43/16-17/ET/596</b>
Date of NIT available to parties for downloading	<b>06.03.2017</b>
Date and time of Pre-Bid Meeting and inspection	<b>21.03.2017 at 11.00 AM at Mechanical &amp; Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043</b>
Estimated Value of Tender	<b>Rs.4,62,52,800/- (Rupees Four crore Sixty two lakhs Fifty two thousand Eight hundred only)</b>
Earnest Money Deposit	<b>Rs.9,25,056/- (Rupees Nine Lakh Twenty Five Thousand and Fifty Six only)</b> in the form of 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 “ <b>Kolkata Port Trust</b> ” towards Earnest Money Deposit.
Cost of Tender Document	<b>Rs.5000/-</b> in the form of 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

Transaction Fee	of “ <b>Kolkata Port Trust</b> ” towards cost of Tender Document (applicable for downloaded NIT only).  <b>Rs.2,31,264/-</b> including Service Tax and other charges @15%. Payment should be made NEFT/RTGS in favour of MSTC Limited (Refer clause. No. 4 of Annexure -A).
Last date of submission of Tender Document Fee and Earnest Money	<b>11.04.2017 till 14.00 hrs.</b>
Last date of submission of Transaction Fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
Date of opening of on line e-Tendering (Techno-Commercial Bid and Price Bid) at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>	<b>29.03.2017</b> at 11.00 hrs.
Date of closing of online e-tendering for submission of (Techno-Commercial Bid and Price Bid).	<b>11.04.2017 at 14:0030 hrs.</b>
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).	<b>11.04.2017 at 15:00 hrs.</b>
Date and time of opening of Price Bid (Part-II). Bidders shall be informed separately.	<b>To be informed separately.</b>

### **List of Annexures**

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## **Instructions to Tenderers**

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**This is an e-tendering event of Kolkata Dock System of Kolkata Port Trust. The e-tendering service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.**

You are requested to go through the terms and conditions (Annexure-B) of this tender before submitting your tender online. Tenderers who do not comply with the terms and conditions with documentary evidence (wherever required) shall be disqualified.

1.	<p>Process of e-Tender :</p> <p>(A) <b>Registration:</b> The process involves vendor's registration with MSTC's 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 or KoPT is not responsible for making such arrangement. Bids shall not be recorded without Digital Signature.</p> <p>(B). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu/Govt depts→Register as Vendor under KOPT–Filling up details and creating own user id and password→ Submit.</p> <p>(C). 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 the following persons of MSTC/KoPT before the scheduled date and time of submission of the e- tender.</p> <p><u>From KoPT:</u></p> <p>1. Samiran Mallick Dy. CME-III Mobile No. 09674720041 <a href="mailto:smallick@kopt.in">smallick@kopt.in</a></p> <p>2. Debasis Das Superintending Engineer (Project) Mobile No. 09674720043 <a href="mailto:ddas@kopt.in">ddas@kopt.in</a></p> <p><u>From MSTC Ltd:</u></p> <p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in.</p>
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	<p>Landline:03322901004</p> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>3. Ms Sumona Maity Management Trainee(E-Commerce) Mobile-09831155225 Email-smaity@mstcindia.co.in.</p> <p><b>(D). System Requirement:</b>  i) Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System  ii) IE-7 and above Internet browser.  iii) Signing type digital signature  iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium  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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once).</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></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.</p>
3.	<p>All entries in the tender should be entered in online Technical and Commercial Formats without any ambiguity.</p>
4.	<p>(i). Special Note towards Transaction fee: Payment of Transaction Fee by NEFT in favour of MSTC Limited shall be paid. The Bank details, format etc. for sending Transaction Fee are given below:</p> <p>Bank Details : Axis Bank, Shakespeare Sarani Branch.  A/c No. : 005010200057840  IFSC Code No. : UTIB0000005.</p> <p>(ii). 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>(iii). 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 Ltd.  Contact Details :</p>

	<p>Fax No. : 033- 22831002. Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>(iv). 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 non-refundable.</p> <p>(v). In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in turn 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. The bidders are required to ensure that their corporate email I.D. as provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
8.	<p><b>Bidding in e-tender:</b></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. <b>Rs.9,25,056/-</b> (Rupees Nine Lakh Twenty Five Thousand and Fifty Six only) has to be deposited by Demand Draft/Pay Order/ Banker's Cheque from any Scheduled/Nationalized Bank <b>in favour of "Kolkata Port Trust" payable at Kolkata</b>, to be enclosed with the Techno-commercial part of the tender.</p> <p>(c). If any tenderer withdraws his tender before 120 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). The process involves Electronic Bidding for Techno- Commercial Bid as well as Price Bid.</p> <p>(f). The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>(g).The bidder should allow to run an application viz. en Apple 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 the bidder has to click 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>(h). After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>(i). 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>(j). The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>(k). 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>(l). 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>(m). KoPT reserves the right to cancel or reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(n). 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>(o). Rate to be quoted in Indian Rupee Currency as 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 from the technical and commercial terms and conditions are allowed.
11.	KoPT has the right to cancel this e-tender 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 <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a> of MSTC Ltd.
13.	The bidders <b><u>must upload</u></b> 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.
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 <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.



**Terms and Conditions of Tender**

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**Concurrence and remarks for all terms and conditions will be taken on-line. No hardcopy for the same needs to be submitted**

**1 Pre-Qualification Criteria of the Tenderer:** The Tenderers shall satisfy the following:-

The Tenderers shall satisfy the following:-

- I. Must have the experience of having successfully completed similar works during last seven years ending on 30<sup>th</sup> October, 2016 as per the following guidelines:-
  - a) Three similar completed works each costing not less than 40% of the estimated cost (i.e.Rs.1,85,01,120/-)
  - Or**
  - b) Two similar completed works each costing not less than 50% of the estimated cost(i.e.Rs.2,31,26,400/-)
  - Or**
  - c) One similar completed work costing not less than 80% of the estimated cost (i.e.Rs.3,70,02,240/-)
- II. Average Annual financial turnover during the last three years ending 31<sup>st</sup> March of 2016, should be at least 30% of the estimated cost (i.e. 1,38,75,840/-).
- III. Copy of the last three years balance sheet and profit & loss a/c. are to be furnished and the same should be audited, if applicable as per relevant Act.
- IV. Similar work means “*the tenderer should have experience of having successfully completed supply & operation of vehicles on hire to different organizations for transporting people*”.

**2 The Cover – I duly marked as “Techno-commercial Bid” must contain the following:**

- a) Demand Draft/Banker’s Cheque/Pay Order in original, for **Rs.5,000/-** (Rupees Five Thousand only) as cost of Tender Document which needs to be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043.
- b) Demand Draft/Banker’s Cheque/Pay Order in original, for **Rs.9,25,056/-** (Rupees Nine Lakh Twenty Five Thousand and Fifty Six only) as Earnest Money Deposit which needs to be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Kolkata Port Trust, 8, Garden Reach Road, Kolkata -700043. In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded within four months of opening of price bid. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderer. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.

- c) The Tender Document along with General Conditions of Contract, Forms and Agreement (Annexure- J) duly signed and stamped on each of the pages by the Tenderer including the page (s) of Bill of Quantities, un-priced and scored out.
- d) Copies of self attested Audited Balance Sheet and Profit and Loss Account for the financial years 2013-14, 2014-15 and 2015-16.
- e) Self attested documentary evidence of completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.
- f) Copies of self attested valid Service Tax Registration Certificate.
- g) Copy of self attested valid Trade License.
- h) Copy of self attested PAN Card issued from Income Tax Department.
- i) Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm, for which necessary documents to be attached.
- j) Details of registration under ESI Act : All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not. In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled. In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a First Class Judicial Magistrate on Non-Judicial Stamp Paper worth Rs.10/- to the effect as per enclosed Pro-forma (Annexure – F). They must additionally indemnify KoPT against all damages and accident occurring to their labour in a Non-Judicial Stamp Paper worth Rs.50. The same should be submitted along with Techno-commercial Bid as per enclosed Pro-forma (Annexure-G).
- k) Details of registration under EPF Act  
All intending tenderers shall have to furnish the details of EPF registration, failing which their tender/offer would be liable to be cancelled.
- l) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (Annexure –H).
- m) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (Annexure –I).

**3** All the document as mentioned here-in-before shall have to be UPLOADED. The tenderer should clearly understand that no information/indication as to price should be entered in the page of “Bill of Quantities” or elsewhere in the Techno-commercial Bid. Indication of price anywhere in any manner in the Techno-commercial part of the tender would lead to rejection of the offer.

**4** The Cover –II duly marked as “Price Bid” per the format of Bill of Quantities, must be uploaded. No condition or conditional rebate should at all be indicated/mentioned in the Price Bid.

**5** Tenderers may note that non-submission of any of the aforesaid documents/non-fulfillment of any of the aforesaid criteria shall lead to disqualification of their offers. No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Non conformation to this instruction shall be treated as non responsive & hence may disqualify the tender.

- 6 Cover-I would be opened on the aforesaid schedule date of opening the techno-commercial bids. Price Bids of only the qualified bidders shall be opened on a suitable date, to be intimated beforehand.
- 7 The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.
- 8 In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.
- 9 Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by KoPT in the Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in KoPT's website for information of all concerned and the same shall form a part of the Tender Document. Any offer having deviation from KoPT's terms and conditions shall render such offer unacceptable to KoPT. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers shall make themselves fully aware of the work, site and scope of work as mentioned in the 'Bill of Quantity/Rate Schedule' of the tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.
- 10 The quoted rate should be inclusive of all taxes duties and other charges except Service Tax and related cess which will be paid extra at actuals. The rate quoted in the tender shall hold good and shall be binding on the tenderer notwithstanding any increase in the prices of the materials and labour or other charges whatsoever and the tenderers shall not be entitled to claim any increase over the rates quoted by them during the pendency of the contract.
- 11 The quoted rates would be kept valid for **at least 120 days** from the date of opening of the Techno-commercial Bid.
- 12 The Trustees' reserve the right to disqualify a tender or the contract awarded to successful tenderer in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender or during execution of work. The Trustees' also reserve the right to disqualify a tender or terminate the contract awarded to them if the successful tenderer commits any offence under the relevant IPC/PC Act.
- 13 The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.
- 14 The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The

Indian Arbitration & Conciliation Act,1996 , Employees' Liability Act, 1938, Act(s) or any other act, law, rule as may be applicable.

It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, Procedures as are lawfully necessary in the execution of the work. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, any such Act, Ordinances, Rules, Regulations, By-laws, Procedures, etc.

The contractor shall indemnify KoPT against payment to be made under or for the observance of the laws aforesaid, without prejudice to his right to claim indemnity for his subcontractors. The aforesaid Acts, Ordinances, Rules, Regulations, By-laws, Procedures, shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract. The contractor shall make payment to its employees in due compliance with all applicable labour laws and maintain evidence of such payments through banks only.

15. **Execution of Integrity Pact:** If the contract value of the tender exceeds the value of Rs.5.00 crores, the successful tenderer has to execute an Integrity Pact as per format as approved by the Trustees(Annexure-K).

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## **Special Conditions of Contract**

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

- 1** It would be the tenderer's responsibility to obtain all information clarification which may be necessary for the purpose of tender/offer and visit all the site where vehicles are required to be supplied and operated. No excuse of ignorance as to the site conditions will be accepted in the event of not visiting the site. All costs, charges, expenses that may be incurred by the tenderer in connection with preparation of tender, shall be borne by the tenderer and the Trustees' accept no liability what-so-ever in this regard.
- 2** EMD of **Rs.9,25,056/-** (Rupees Nine Lakh Twenty Five Thousand and Fifty Six only) is to be submitted in Cover-I of the tender/offer by CTS Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata.

Tender without Earnest Money or depositing Earnest Money in a manner other than that stipulated above or for an amount less than the specified amount would be considered as invalid tender.

In case of unsuccessful tenderers, Earnest Money Deposit (EMD) will be refunded within four months of opening of price bid. If price bid is opened before expiry of validity of earnest money deposit, the same will be refunded to the tenderers other than L-1 tenderer. EMD of L-1 bidder will be encashed. If price bid cannot be opened before expiry date, EMD instrument of all bidders will be encashed.

- 3** **Security Deposit: (A)** 10% of the total contract price will be deposited with the Trustees towards the Security Deposit within 30 days of receipt of letter of intent (LOI) intimating KoPT's acceptance of tenderers offer. For this purpose, the successful tenderer may keep the encashed EMD (for which a Treasury Receipt will be issued) towards security deposit and submit the balance amount of security deposit either in cash or in the form of an irrevocable Bank Guarantee to be issued by any Nationalized/ Scheduled Bank of India having branch in Kolkata as per format given in the General Conditions of Contract Forms and Agreements as enclosed (Annexure – J). Delay or failure to deposit security money either in cash or in the form of bank guarantee or in combination will render the earnest money liable to be forfeited by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute, the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

**(B) Refund of Security Deposit:** On due and satisfactory performance of the contract and on completion of all obligations by the contractor under the contract, the Security Deposited will be refunded to them subject to the following conditions:

- a.** After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b.** The contractor shall have to apply for the refund of security money along with the original money receipt issued against Security Deposit.
- c.** Before releasing the Security Deposit, the contractor shall have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any bill(s) for the job done under this contract is / are left pending at the time of releasing the Security Deposit, the contractor may furnish the certificate in the following format:

“I/We hereby certify that there is no claim against KoPT under contract no. .... for the job “Supply and Operation of Non-A/C Passenger vehicles on hiring basis having minimum engine capacity of 2400 cc for KDS for 2 years” except to the extent of the claims preferred by me / us as per the undernoted bills already submitted to you.”

#### **4.1 Terms of Payment:**

- (a) Supply and operation charges will be paid for the period during which the vehicle is actually used by KoPT/CISF. All bills would be processed by the concerned Departments/Divisions/CISF Unit of KoPT
- (b) Monthly bills alongwith the written instructions obtained from the department / CISF should be submitted for vehicle supplied during the month, payment of which will be made within 30 days from the date of submission, provided the bill in order is submitted within next month. The contractor will, however, not be entitled for payment, if the bill is not submitted within 3 months from the date of supply of the vehicle provided all instructions/certification of user department/division are available on time.
- (c) One item of charges, i.e., either the cost of running of vehicle per km or detention charge or minimum charges payable (as the case may be) of Rate Schedule, whichever is the highest will be paid.
- (d) The successful contractor shall supply only diesel driven vehicle. Accordingly, quotations are invited for diesel driven vehicle only. However, the contractor may supply petrol driven vehicle for which charges shall be considered same as that of the charges for the diesel driven vehicle.
- (e) The age of the vehicle shall be confirmed with supporting document shall have to be submitted along with the bills.
- (f) Payment will be made in Indian Rupees only. Payment would be made through ECS. For this, the contractor shall furnish the following information immediately after receipt of Order Letter:-
  - a) Bank Account Number.
  - b) Type of Account – Savings/Current/Cash Credit.
  - c) Name of the Bank with Code No.
  - d) Name of the Branch with Code IFCS Code No. along with location of the Bank.
  - e) MICR No.
  - f) PAN No.

Accordingly, the contractor would be required to open a Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT through ECS.

(g) The contractor is required to pay Income Tax on all payments made to him under this contract. Accordingly, Income Tax will be deducted from the contractor at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof. Service tax charged on the bill will be paid to the contractor provided he has a valid Service Tax Registration No. and proper invoice showing the requisite details is submitted. All taxes charged should be disclosed by the contractor and any amendment in taxes and laws will have to be applied to the contract as per statute.

#### **4.2 Duties and Taxes**

The rate quoted by the bidders shall be inclusive of all Taxes and Duties as on scheduled date of submission whether direct or indirect, except service tax including Swatchh Bharat & Krishi Kalyan Cess. Service tax and applicable cess will be payable extra by KoPT at actual on submission of cenvatable documents if applicable. Any modification (addition/deletion/alteration including implementation of GST) in taxes and duties in future by the GOI subsequently will be adjusted

separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied subsequently, if any, on the contract price. Any offer without the detailed tax breakup, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties subsequently. But any recovery due on account of any modification in taxes subsequently shall be determined and made by KoPT from the amount payable under the contract. Service Tax including applicable cess would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.

The bill/invoice is to be submitted by the party should be in proper format as per Tax Rules.

- 5 Recovery of Service Tax:** Service Tax would be charged on the amount of LD(Liquidated Damage) as well as from other recovery i.e. damage, penalty, land rent, electricity charges as applicable, from the contractor.
- 6 Dock Permit:** The successful tenderer will have to procure Dock Permit free of cost for all it's drivers and vehicles who would be required to enter inside the dock premises. Even the drivers who would be required to enter into dock premises once in a while, should also have valid dock permit.
- 7 Production of original documents:** The successful shall be required to produce the relevant blue book / registration documents, permit, valid insurance and up-to-date road tax clearance certificates in respect of each supplied vehicles and all other relevant documents in original (against which he has submitted copies to KoPT for this tender or subsequently) when called by KoPT officials / users.
- 8 Adherence to Rules and Regulations:** The contractor shall strictly adhered to all rules and regulations as laid down by the Central / State Govt., Regional Transport Authority and Kolkata Port Trust or any other statutory authority in respect of execution of the contract. Responsibility for any non-compliance will be solely on the contractor.
- 9 Placement of Formal Order:** Formal order will be placed on the successful tenderer after submission of Security Deposit and execution of contract with KoPT as laid down in the tender document. Commencement of supply of vehicle to be after finalisation of the contract, for which a 30 days mobilisation time may be given if sought by the successful tenderer.
- 10 Reporting of Representative:** The contractor shall depute one of his representative at the office of CME, KoPT / Users during 10 A.M. to 12 noon on every Monday (in case Monday is holiday for KoPT then Tuesday) during the contractual period, for proper co-ordination. The representative of the contractor would consult the Complaint Register maintained by the users, during his aforesaid visit, to take corrective measures. No extra charges shall be paid for this.
- 11 Insurance of Supplied Vehicles:** Kolkata Port Trust will not be responsible for any damage to the vehicle supplied by the contractor during the course of operation and the transport contractor, in their own interest, should obtain suitable and sufficient coverage at his cost from appropriate authority and no claim / correspondence on this account will be entertained.
- 12 Cost of Preparation of Tender Documents:** Kolkata Port Trust will not be responsible for any cost or expense incurred by the tenderer in connection with preparation or submission of the tenders.

- 13 KoPT not bound to accept lowest tender:** Kolkata Port Trust is not bound to accept the lowest tender(s) in part or in full and/or may distribute the contract between two or more tenderers without assigning of any reason. A panel of suppliers may be formed, in case the situation permits.
- 14 Damage and loss to private property and injury to workmen:** The contractor shall at his own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.
- 15 Termination of Contract:** The contract may be terminated anytime within the currency period of the contract by KoPT, at its sole discretion, for any of the following reasons and for such cancellation, KoPT will under no circumstances, be liable for incurring any financial expenditure to the contractor:
- Non-placement of the vehicle as per requisition, for more than three occasions.
  - Breach of any terms and conditions of the contract.
  - Any unlawful act on the part of the contractor or any third party on behalf of the contractor, entailing any damage/loss to the life/property/material of KoPT or any inconvenience to KoPT.
  - Any other reasons considered by KoPT to be sufficient in this regard.
- The decision of the Chairman, KoPT to this effect, shall be final and binding on the contractor.
- 16 Risk Purchase:** Any non-performance on the part of the contractor or on the part of their sub-contractor(s) due to industrial relation problems, non-supply of vehicle etc., shall debar the contractor from getting payment. KoPT reserves the right to get the work done through any other agency and the difference of cost shall be borne by the contractor under Risk Purchase.
- 17 Contract Agreement:** A Contract Agreement shall have to be executed by the successful tenderer within 15 days from the date of submission of Security Deposit, as per the General Conditions of Contract Forms and Agreements on Non-Judicial Stamp Paper worth Rs.100/-(Annexure – J).
- 18**
- Amicable settlement :** If any dispute or difference or claims of any kind arises between the Contractor and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.
  - Arbitration:** In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderer:

(a) **Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party (initiating such arbitration) appointing



Arbitrator shall take step in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

(b) **Place of Arbitration:** The place/jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

- 19 Priority of Contract Documents :** The several documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (EoC), who shall thereupon issue to the Contractor instructions thereon which will be final and binding to the Contractor. Unless otherwise provided in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override others (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list.

The following documents shall form the Contract Agreement in the following sequence:

- a. The said Tender/Offer and the acceptance of the Tender/Offer
- b. Instruction to Tenderers
- c. Terms and Conditions of Tender
- d. Special Conditions of Contract
- e. Scope of Work & Specifications
- f. Bill of Quantities/Rate Schedule
- g. General Conditions of Contract, Forms and Agreement
- m. Letter of Intent and Order Letter
- n. All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

- 20** All other terms and conditions excepting those mentioned separately shall be governed by General Condition of Contract Forms and Agreements (Annexure – J).

**21 Amendment of Tender Document:**

- (a). At any time prior to the deadline for submission of tenders, the Chief Mechanical Engineer for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer, may modify the Tender Document.
- (b). The amendment(s), if any, shall form a part of the Tender Document and will be notified by publication in the KoPT website, CPP Portal and MSTC website as corrigendum/Addendum and shall be binding on the prospective Tenderers.

- 22 Opening of Tender:** The tender will be opened online. Tenderers can see the Techno-commercial Comparative Statement and the Comparative Statement of Price in their login once it is opened. All responses to requests for clarification shall be in writing and **no change in the price** shall be permitted.

- 23** A bidder would be disqualified for providing misleading or false information in the statements and documents submitted as well as with tampering of tender document.

- 24 Withdrawal of Tender:** Withdrawal of tender/offer within the validity period of the tender shall result in forfeiture of the Earnest Money.

- 25** The rate quoted in the tender shall hold good and shall be binding on the tenderer. No escalation on the rates will be entertained during the contractual period other than that mentioned in the clause for Fuel Escalation / De-escalation.

- 26 The successful tenderer shall be in all cases responsible for the execution of the work in accordance with the Terms and Conditions of Tender, Special Conditions of Contract, Scope of Work & Specifications, Rate Schedule, General Conditions of Contract, Forms and Agreement.
- 27 Disclosure/indication of price in Techno-commercial Bid shall render the tender disqualified and rejected.
- 28 **Supply of High Speed Diesel Driven Vehicle:** Only supply of HSD (High Speed Diesel) driven vehicles is in this scope of work of the tender. No separate rates for petrol driven vehicles will be payable in the event of supply. Fuel escalation shall be as per HSD fuel only and as detailed in **escalation / de-escalation clause** separately.
- 29 **Age of Vehicles to be Supplied:** Age of vehicles to be not more than 5 years as on the date of supply of vehicle. In case of supply and use of vehicle of more than 5 years by any user department, 20% penalty would be imposed on the contractor on their payable amount for that period due to supply of over aged vehicle than was stipulated in the tender. However, no payment would be made to the contractor if the age of the vehicle as on the date of supply is more than 6 years.
- 30 **Requirement to carry original documents:** The vehicle to be supplied, should have registration with Motor Vehicles Authority for '**commercial use**'. The supplied vehicle must have Insurance including Passengers' coverage, as per relevant Motor Vehicles Act/Rules/Regulations. Failure in this regard shall rest with the contractor for making good all the losses and obligations whatsoever. The supplied vehicle should carry the following valid original documents:  
a) Registration Certificate / Blue Book / Smart Card;  
b) Insurance Certificate'  
c) Token indicating Payment of Road Tax;  
d) 'Pollution under Control' certificate;  
e) Appropriate Valid Driving License of the driver.
- 31 **Requisition of Vehicle:** The contractor shall arrange to obtain written instructions from the departmental heads/divisional heads / Commandant, CISF KoPT Unit or their authorized representatives within the working hours of the previous day, the number of vehicles which would be required to be supplied on the following day. Requisition of fixed hour duty will also be accepted in which case daily requisition will not be required. The required number of vehicles in perfect working conditions and having sufficient fuel and lubricants etc. must reach the reporting / duty points at the appointed date and time. The contractor shall accept telephonic requisitions for supply of the vehicles, if required, and in such events, it will be their responsibility to obtain confirmatory written orders at the earliest opportunity.
- 32 **Timing:** The duty hours of the vehicles will be as follows:  
i) **Normal Fixed Duty Vehicle:** For normal duty of 12 hours, as per requirement of the users ;  
ii) **24 hours Fixed Duty Vehicle:** For fixed 24 hours duty.

**N.B. :** However, there may be minor alterations of the above two duty hour period and payment will be made on actual working hour basis.

The vehicles may also be booked on Saturdays, Sundays and Holidays, if required.

**33 Rates quoted to be fully inclusive of all expenditure:**

The successful contractor must have cleared all duties/charges with regard to Road Taxes, Insurance and otherwise complied with all Rules and Regulations of the Central and the State Govt.

KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract, except for quoted rates only, and all other charges/costs should be borne by the contractor. However, KoPT would reimburse the toll charges, parking fees at actual on production of documentary evidence, to the contractor, if required.

**34 Accommodation for Garage:**

The contractor shall make his own arrangement for parking vehicles after duty hours. Charges, if any, for empty run of the vehicle from the contractor's garage to the reporting points at the starting of Trusees' daily duty and also from releasing points to the contractor's garage at the end of KoPT's daily duty, **shall not be borne by KoPT.**

Further, no garaging / reporting km / hour will be allowed, if a vehicle is released / required to report within the limit of Kolkata Municipal Corporation area with its extended jurisdiction and Salt Lake (Bidhan Nagar Municipal Corporation area).

**35 Escalation / De-escalation Clause:** During the period of contract for 2 years or the extended period thereafter, as the case may be, the contractor shall not be entitled to receive any escalation (for non-fuel component of his rate) for any increase in the price of labour, materials, spares or any other items, except for HSD. The rate of escalation / de-escalation shall be the actual difference between the rate in price of HSD prevailing on the date of opening of the price bid and the date from which the escalation / de-escalation is affected. For the purpose of calculating the escalation / de-escalation on account of HSD, the rate of consumption of HSD per km run of a vehicle shall be considered as follows:

Rate of consumption of HSD per km run of a vehicle .... **0.1 ltr./km**

So, the extent escalation / de-escalation would be : **(B-A) X 0.1**

Where A=pre-escalation / de-escalation price of HSD/ltr,

B=post-escalation / de-escalation price of HSD/ltr,

In case the transport bill is raised on km basis, the contractor will be allowed escalation / de-escalation as per the aforesaid formula. In case the transport bill is raised on hourly basis, escalation / de-escalation will be allowed on the km actually covered, **in addition to the charges payable on hourly rates.**

Escalation / de-escalation will be allowed once in a month, basing on the price of HSD(of IOC, Kolkata region) on the last day of the previous month (i.e. escalation, if any, will be effected from the first day of the next month). In case of decrease in the price of HSD, the running charges will also be lowered as per the aforesaid formula.

**36 Standard KM for Outstation:** For the purpose of billing and payment, the distance of the following outstations should be taken as per the table below. If the kilometer covered, exceeds substantially over the standard distance between the two points, the contractor must get reasons for such excess journey, duly certified by the user, before any payment can be effected for such excess journey.

Place	Distance in km from Governor House, Kolkata
Mayapur	36
Budge Budge	25

Birlapur	34
Diamond Harbour	55
Falta Point Station	52
Hooghly Point Station	54
Roychowk	55
Kakdwip	95
Fresuregunge	130
Haldia	140

**37 Damage Payable by the Contractor:**

In case, KoPT is deprived of any vehicle during the contractual period on any day, by reason of non-supply, KoPT shall be entitled to receive from the contractor Rs.1000/- as damage, which shall be recovered from the running bill of the contractor. In case of such non-supply, KoPT will hire vehicle from other sources at market rate and the additional cost burden will be borne by the contractor in addition to above damage. The additional cost burden on this account, if borne by KoPT will be recovered from the running bill of the contractor.

In case of delay on part of the contractor to supply any vehicle during duty hours on any day, hourly damage shall be payable by the contractor to KoPT @ Rs.200/-, for the delay of every hour or part thereof subject to a maximum of Rs.1000/- per day.

In case of withdrawal of any vehicle by the contractor, suitable replacement shall be immediately made by the contractor. However, for delay in providing the replacement vehicle, damage @ Rs.200/- for the “delay of every hour or part thereof, subject to a maximum of Rs.1000/- per day” shall be recovered from the running bill of the contractor for the entire period during which KoPT is deprived of the service of vehicle.

In case of breakdown / accident of any vehicle on duty, suitable **replacement vehicle shall be made available by the contractor within 2 hours.** For these two hours KoPT will neither pay to the contractor, nor will charge any damage on the contractor. In case the contractor fails to supply KoPT the replacement vehicle within the stipulated 2 hours, then aforesaid damage @ Rs.200/- for each hour or part thereof subject to a maximum of Rs.1000/- per day shall be charged for the entire period including those 2 hours, during which KoPT is deprived of the service of vehicle.

**38 Details of Vehicles generally booked on Normal Fixed Duty and 24 Hours Fixed Duty:** On an average, 6 vehicles are booked for normal fixed duty and 21 vehicles are booked for 24 hours fixed duty for every day.

Please note that the number of vehicle as shown above is indicative and may vary without any notice to the contractor. The total number of vehicles booked including “Casual (call) duty” vehicles on a given day, may be higher/lower than the above figures and the contractor should be in a position to supply the same as per agreed rate, terms and conditions.

**39 Log Books and Reckonable kilometerage:**

Printed daily log in prescribed format shall have to be supplied by the contractor(s) at his (their) own cost for such vehicle. Log shall be maintained by the authorized user. The contractor(s) or the driver(s) of vehicle shall not write anything in the log book. The opening and closing reading of the odometer shall be recorded in the log on each day and the same shall be signed by the authorized official / user. The corresponding timings shall also be recorded in the log regularly.

The details recorded in the Log and duly signed by the authorized user, shall form the basis of payment.

The to and fro distance between the contractor's garage and reporting/releasing places shall not be reckoned for the purpose of calculation of total actual run of the vehicle, except what has been stated in para 36 under **Standard KM for Outstation** in "Special Condition of Contract".

The reading on the odometer of the vehicle at the time of reporting shall be considered as the opening reading (kilometerage) for the concerned day. The closing reading (kilometerage) for any day shall be the one on the vehicle's odometer at the time of its release. These opening and closing readings of the odometer shall form the basis of calculation of actual run of vehicle for any given day.

In case the odometer of the vehicle is totally non-functional and/or the odometer is not functioning properly and showing inflated kilometerage, payment to the contractor shall be made on the basis of detention charges. User shall indicate the same in the Log Book.

Payment shall be made strictly as per the provisions of the "Bill of Quantity". No other charges whatsoever shall be admitted.

**40 Placement of Vehicles for inspection on demand:**

On demand, the contractor shall place the vehicle intended to be supplied to the Trustees, along with the following valid original documents before the requisitioning authority/representative of CME:

- a) Registration Certificate/Blue Book
- b) Insurance Certificate
- c) Token indicating payment of Road Tax
- d) 'Pollution under control' certificate
- e) Appropriate valid Driving License of the driver

KoPT shall not pay any charges for placement of vehicles for inspection.

Only those vehicles with specific registration numbers passed by the users/requisitioning authority(i.e. Department/Division of KoPT), after inspection, shall be deployed. If a pre-inspected vehicle is required to be substituted for any reason, the replacement vehicle should be similarly inspected.

**41 Payment against hire of vehicles:** For hire of 24 hours fixed duty / normal (fixed/call) duty, the payment will be made on the basis of either quoted hourly detention charges or km. of run or minimum hire charge, whichever is higher.

**42 Driver for 24 hours Duty vehicle:** For vehicles booked for 24 hours fixed duty, at least two drivers (in shift duty) shall be provided by the contractor, every day.

**43 Time for booking call duty vehicle (or casual duty):** For normal call duty booking of vehicle, KoPT would allow the contractor 2 hours' time from the time of placing the requisition, to supply the vehicle.

**44 Booking of call duty vehicle:** If the requisitioning department/division previously determines that a vehicle would be required on regular basis for at least 3 days per week or more no. of days per week, the same should be treated as '**Fixed Duty vehicle**'. The successful tenderer will be required to be informed accordingly by that department/division so as to give reasonable time for supplying the vehicle to that department / division. All other kinds of vehicle to be supplied as per requisition of concerned department/division would be treated as **call (or casual) duty vehicle**.

**45 A. Evaluation criteria of the price bids:**

**a.** Tenders will be evaluated for Fixed Duty vehicle as detailed below:

i) No. of vehicles (i.e. 6) X 12 (i.e. hours of running/day) X 365 (no. of days in a year) X 2  
(contract period in year) X (quoted rate for hourly detention)

+

ii) No. of vehicles (i.e. 21) X 24(i.e. hours of running/day) X 365(no. of days in a year) X 2  
(contract period in year) X (quoted rate for hourly detention)]

**b.** The charges for running per kilometer would be calculated as follows:

**0.15 x quoted rate for hourly detention (in Rs. Per hour)**

**B.** (i) For Call Duty vehicle, the successful tenderer would be paid 10% higher of the rates quoted for fixed duty vehicles. Similar would be the calculation for arriving at charges for running per kilometer.

(ii) One item of charge i.e. either the running charge (i.e. Km) or hourly detention charge or the minimum hire charge, whichever will be the highest, will be considered for the purpose of making payment to the successful contractor.

The tenderer must not keep any column/space blank in any item under the **Rate Schedule**, else the tender shall be liable for disqualification.

.....

**Scope of Work and Specification for Supply and Operation of Non-A/C passenger vehicles on hiring basis having minimum engine capacity of 2400 cc for KDS for 2 years”:**

The work comprises supply and operation of required no. of diesel driven vehicles having minimum engine capacity 2400 cc. as per requirement of the users, in perfect running condition with driver (in uniform), fuel, lubricants, essential stores and spares including all other allied requirement, on all working days including Saturdays and Sundays, Holidays, if required, to departments/sections/officers of KoPT and CISF for their use as and when required, within West Bengal.

**Special Conditions for the vehicles to be supplied CISF, KoPT Unit:**

- a) All vehicles to be supplied to CISF should be painted in one single colour i.e. navy blue (official colour of CISF).
- b) Nameplates carrying CISF monogram may be displayed on all vehicles at the conspicuous place of the vehicles for easy identification of the user department.
- c) Required no. of vehicles to be used for bringing cash, transporting weapons and ammunitions or meant for riot control or mob dispersion, should be equipped with sturdy wire meshing on wind screens with provisions of round holes at regular intervals for using rifles and pistols.

**Specification of the Vehicles to be supplied:**

- a) Minimum engine capacity (of the vehicle to be supplied) should be 2400 cc.
- b) The seating capacity of the vehicle (to be supplied) as per Registration document should be minimum (6+1). Further, the vehicle shall be required to carry spares/materials (e.g. tools/minor machineries like small pumps, motors, etc.)

.....

E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596

**RATE SCHEDULE FOR  
Supply and Operation of Non-A/C passenger vehicles on hiring basis having minimum  
engine capacity of 2400 cc for KDS for 2 years**

**THIS IS A SAMPLE FOR QUOTING PART-II (PRICE BID) OF INSTANT TENDER. BIDDERS ARE  
REQUESTED NOT TO QUOTE HERE. THE PRICE PART TO BE QUOTED ONLINE ONLY.**

A.

For fixed duty vehicle	
Item	(in Rs. per hour)
Charges for hourly detention	

**N.B.** Rates to be quoted exclusive of service tax and cess which will be paid extra subject to fulfilling of necessary conditions. Service Tax and cess will not be taken into consideration for the purpose of evaluation.

**B. Minimum charges payable per day per vehicle:**

**I) For normal duty vehicles:**

5 x charge for hourly detention per vehicle per hour (as quoted above)

**II) For 24 hours duty vehicles:**

10 x charges for hourly detention per vehicle per hour (as quoted above)

**N.B.** (a) The rates to be quoted for Hourly Detention shall include all Taxes and Duties except Service Tax and applicable cess. Service Tax and applicable cess will be paid extra on actual and shall not be considered for evaluation of the bids.

(b) If a vehicle is booked for 24 hours fixed duty, KoPT would pay (24 hours x respective hourly detention charges), if it is utilized for 24 hours.

.....

.....

.....

Signature of the witness along with address

Signature of the tenderer along with address & official seal  
Date:



E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596

(On Non-judicial Stamp Paper worth Rs.10/-)

To be filled up and submitted offline before the due date

**BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE AT**

**AFFIDAVIT**

I.....son of .....aged about ..... years, by faith.....by occupation.....,residing at....., do hereby solemnly affirm and declare as follows :

1. 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).

2. 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 filed before the Kolkata Port Trust as per the Clause No. .... of the Tender No. .... issued by the 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.

DEPONENT

Identified by me.

**INDEMNITY BOND****(On Non-Judicial Stamp Paper worth Rs.50/-)****E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596****To be filled up and submitted offline before the due date**

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

2. 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 Mechanical & Electrical Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer/Tenderer/Contractor.

3. 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 Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal an/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. .... of .....

4. 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 WITNESS WHEREOF I, ....., the Partner/Proprietor/Director .....hereto set and seal this ..... day of..... in the year .....at .....

(Signature of the Indemnifier)

**Sureties :**

1. Name :.....  
Address : .....
2. Name :.....  
Address : .....

**(Witnesses)**

Name :.....  
Address :.....

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND  
UPLOADED]**

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**Profile of the Tenderer**

1. (a) Name: .....
- (b) Country of incorporation: .....
- (c) Address of the corporate headquarters and its branch office(s), if any in India:.....
- (d) Date of incorporation and commencement of business: .....
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the Tenderer who will serve as the point of contact/communication with KoPT.
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number (land & Mobile):
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Details of the Authorised Signatory of the Tenderer:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number (land & Mobile):
  - (f) E-Mail Address:
  - (g) Fax Number:

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal: .....

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND  
UPLOADED]**

**Covering Letter**

Ref. No.....

Date .....

The Chief Mechanical Engineer,  
Kolkata Port Trust,  
Mechanical and Electrical Engineering Department,  
8, Garden Reach Road,  
Kolkata – 700 043

Dear Sir,

1. We, .....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for **Supply and Operation of Non-A/C vehicles on hiring basis having minimum engine capacity of 2400 cc for KDS for 2 years for utilization within West Bengal**” ( NIT No.**KoPT/KDS/Mech/SE(CT)/ADV/..... dated 00.12.2016** ) and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. We, .....(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
  - (a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind
  - (b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer.....

Name: .....

Designation: .....

Date : .....

Seal of the tenderer.....

**GENERAL CONDITIONS OF CONTRACT FORMS AND AGREEMENTS**

**(SANCTIONED BY TRUSTEES UNDER RESOLUTION NO. 92  
OF THE 6<sup>TH</sup> MEETING HELD ON 27<sup>TH</sup> MAY, 1993.**

**(Copy of Booklet Published on May, 1993)**

**1. DEFINITIONS**

- 1.0. In the contract, as here-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 initialling of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4.
- Unless otherwise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

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/-

(e)

(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.

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

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

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/- + 7½% on the balance	1% on first Rs.10,00,000/- ½% on the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 ½% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,00,000/-+1½% on next Rs.10,00,000/-+ ¼% on the balance

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

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

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 of 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,
- v. 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.
- vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a 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.
- vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

- 6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should 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**

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil 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.
- 8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the latter 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.
- 8.3. 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 into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.
- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency 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.
- 8.3.3 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.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

## **9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT**

- 9.1. On completion of execution of the work the contractor shall maintain t6he 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.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in from 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.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i)The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in 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.

## **10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION**

- 10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications 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 .
- 10.2. If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3. If , however , the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision 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.

- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be 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.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's 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.
- 10.5. **Provided always as follows:**
  - (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 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 submission of certificate in form G.C.3 by him.

- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5(b) and 10.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, 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 AGREEMENT

THIS AGREEMENT made this .....day of.....2016.....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. **Supply on hire of vehicles having minimum engine capacity of 2400 cc for KDS for 2 years for utilization within West Bengal** 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) Special Conditions of Contract (if any)
  - (e) The Conditions of Tender
  - (f) The Specifications
  - (g) The Bill of quantities/Rate Schedule
  - (h) The Trustees Schedule of Rates and Prices (if any).
  - (i) 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 covenants 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 TURST**

**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.O .....dt .....

C.E.O .....dt .....

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 of .....20..... in accordance with the terms of the Contract and you are required to maintain the work 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 .....

to the ..... day of ..... 20 .....

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

Name.....

Designation.....

Office Seal

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

**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. .... dt .....

C.E.O. ....dt .....

Work Order No ..... dt .....

Allocation .....

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 .....

Allocation.....

Contract No.

.....

Agreement No .....dt.....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 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 such demand by an A/c. Payee Banker's Cheque drawn in favour of 'Kolkata Port Trust', without any demur . Even if there 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 of .....day of .....19.....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)

**E-Tender No. KoPT/Kolkata Dock System/CME/43/16-17/ET/596**

**(On Non-judicial Stamp Paper worth Rs.100/-)**

Format of Integrity Pact to be provided to the successful tenderer after opening of price bid as per requirement for fulfilling Clause 15 under Terms and Conditions of Tender (at page 12)