



**KOLKATA PORT TRUST  
KOLKATA DOCK SYSTEM  
DIRECTOR, MARINE DEPARTMENT  
15, Strand Road, Kolkata – 700 001  
Telephone no. 033-2230 3214, Extn- 375(033-22303451),  
FAX No. 033-22303214, Email: dmd@kopt.in  
Website : kolkataporttrust.gov.in**

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## **BID DOCUMENT**

### **FOR**

## **Special Survey Repair & Dry Docking of P.L. “Rupsa and Hooghly”**

Tender No. MRN/NC/270/Special Survey Repair/2017  
e-Tender No: KoPT/Kolkata Dock System/DMD/12/17-18/ET/173

**Estimated Cost – Rs. 1,93,95,400/-**

**April – 2017**

**Cost of Tender Document Rs. 5000/-**

**INDEX**

e -Tender No.:- KoPT/Kolkata Dock System/ DMD/12/17-18/ET/173

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**SCHEDULE OF TENDER (SOT)**

<b>Tender No.</b>	MRN/NC/270/Special Survey Repair/2017
<b><u>Tender Authority</u></b>	Director, Marine Department, Kolkata Port Trust.,15, Strand Road, Kolkata-700001, Phone:033-2230-3451/ 033-2230-3214 -Extn:375, Fax No: 033-2231-3271 E-mail: <a href="mailto:calport@kolkataporttrust.gov.in">calport@kolkataporttrust.gov.in</a> , <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a> Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>
<b>Mode Of Tender</b>	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 offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
<b>e -Tender No.</b>	KoPT/Kolkata Dock System/ DMD/12/17-18/ET/173
<b>Estimated value of Tender</b>	Rs. 1,93,95,400/-
<b>Date of NIT available to parties to download</b>	23.06.2017 at 18.00 hrs.
<b>Date , time &amp; place of <u>Pre-Bid Meeting</u></b>	05.07.2017 at 15.00 hrs., in the room of Director, Marine Department.
<b>i) Earnest Money Deposit</b>	An amount of Rs 3,87,908/- (Rupees Three Lakh Eighty Seven Thousand Nine hundred Eight) only shall be submitted as Earnest Money Deposit by Banker's Cheque/Bank Draft/ Pay Order payable to "Kolkata Port Trust" and payable at Kolkata. (Refer page10, Clause no. 1.10 of Annexure-B and refer page12, Clause no. 3.1.1 (j) of Annexure-B ).
<b>ii)Tender Cost</b>	<b>"Tender Cost"</b> containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" of <b>Rs. 5,000/-</b> (Rupees FiveThousand only) as the cost towards tender document orTreasury Receipt of the deposit issued by the Treasurer, <b>Kolkata Port Trust, as the case may be. All Banker's cheques/ Pay Orders/Demand Drafts should be drawn in favour of "Kolkata PortTrust" on any nationalized /Scheduled bank having branch in Kolkata.</b> (Refer

	page 9, Clause no 1.6 of Annexure-B and refer page12, Clause no 3.1.1(j) of Annexure-B).
<b>iii) Transaction Fee</b>	Rs 11,153/- (Including Service Tax & other charges @15% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Page No. 6 of Annexure- A)
<b>Last date of submission of Tender Document Fee and Earnest Money.</b>	<b>17.07.2017 up to 1400 hrs.</b>
<b>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</b>	<u><i>Three working days before the last date of closing of online bidding for the e-tender.</i></u>
<b>Date of Starting of e-Tender for submission of on line (Techno-Commercial Bid and price Bid) at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b>	<b>07.07.2017 at 1000 hrs.</b>
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>17.07.2017 at 1400 hrs.</b>
<b>Date and time of opening of Part-I (i.e. Techno-commercial Bid)</b>	<b>17.07.2017 at 1500 hrs.</b>
<b>Date and time of opening of Price Bid (Part-II).</b>	<b>Bidders to be informed separately.</b>

### **INSTRUCTIONS TO TENDERERS**

**e -Tender No.:-** KoPT/Kolkata Dock System/ DMD/12/17-18/ET/173

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p><b>Process of E-tender :</b></p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>.Kopt</p> <p>1).Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →PSU/Govt depts→ Select KoPT Logo-&gt;Register as Vendor -- Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).</p> <p><b>Contact person (KoPT):</b></p> <p>1. Ashis Kumar Nath, Dy. Engineer Superintendent, E-mail ID.:- <a href="mailto:ak.nath@kolkataporttrust.gov.in">ak.nath@kolkataporttrust.gov.in</a> <b>Mobile: 98 74 645666</b></p> <p>2. Samant Kumar, Commodore Chief Engineer E-mail ID.:- <a href="mailto:samant.k@kolkataporttrust.gov.in">samant.k@kolkataporttrust.gov.in</a> <b>Mobile: 80 17 288022</b></p> <p><b>Contact person (MSTC Ltd):</b></p> <p>1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> <b>Mobile- 07278030407, Landline:03322901004</b></p> <p>2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a> <b>Mobile-09831155225</b></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature</p>
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	<p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li>Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page <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>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b><u>Special Note towards Transaction fee:</u></b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p><b>Bidding in e-tender :</b></p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p>

	<p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial 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>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) 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>l) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors 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

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e-Tender No. KoPT/Kolkata Dock System / DMD/12/17-18/ET/173

Annexure-B

**TENDER NOTICE****e-TENDER for Special Survey Repair & Dry Docking of P.L. “Rupsa and Hooghly”**

TENDER No. MRN/NC/270/Special Survey Repair/2017

1. e- tenders are invited for the above work from the Ship Builders/Ship Repairer for “Special Survey Repair & Dry Docking of P.L. “Rupsa & Hooghly” who meet the following Pre qualification criteria:-

1.1	<b>Estimated Value</b>	<b>Rs 1,93,95,400/-</b>
1.2.	<b>PRE QUALIFICATION CRITERIA</b>	
1.3	<b>Technical Criteria</b>	<p><b>A.</b> Must have carried out ship repair/ship building works having proven record of hull, deck and structural works, engine and machinery repairs in course of last 7 years and must have own workshop facility for carrying out such repair/survey work.</p> <p><b>B.</b> The firm must have successfully completed at least 3 ship repair/building works each costing not less than 40% of the estimated value or 2 works each costing not less than 50% of the estimated value or 1 work of value not less than 80% of the estimated value during the last 7 years ending June, 2017</p>
1.4	<b>Financial Criteria</b>	Average annual turnover of the firm for the last 3 years ending 31.03.2016 should be at least 30% of the estimated value of the work.
1.5	Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order, Performance Certificate from clients, Company's Audited Balance Sheet and Profit & Loss A/c along with audit report, for last 3 years (2013-14, 2014-15, & 2015-16).	
1.6	<b>Tender Fee</b>	An amount of <b>Rs. 5000/- (non-refundable)</b> shall be submitted as cost of Tender Document either by a Demand draft/Pay order/Banker's Cheque in favour of “Kolkata Port Trust” payable at Kolkata from any Nationalised/Scheduled Indian Bank operating at Kolkata or Copy of Treasury Receipt of <b>Rs. 5000/- (non-refundable)</b> issued by KoPT, physically in the office of the Supdt. New Construction, Marine Department (Addressed to Director Marine Department), 15, Strand Road, Kolkata – 700 001) before opening of the bid. A photocopy of the same also to be uploaded in their offer through MSTC. without which the bid will not be acceptable.
1.7	<b>Downloading of Tender Document</b>	<p><b>A.</b> Bid Document may be downloaded from MSTC website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>, CPP Portal <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> and KOPT website <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> Amendment, Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.</p> <p><b>The GCC may be downloaded from KoPT website, “Homepage → Rule and Regulations → Non Service Regulations”</b></p>

1.8	<b>Submission of queries/Pre-bid meeting</b>	In case, the Tenderers need any clarification relating to this tender document, relevant queries may be submitted to the Director, Marine Department, at least 7 days before pre bid meeting for KoPT's readiness to effectively conduct the pre-bid meeting. Addition /alternation /deletion of the content of this tender document , if any, arising out of the pre-bid meeting shall be uploaded in MSTC website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> , CPP Portal <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> and KOPT website <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a> . No separate communication to any tenderer shall be made.
1.9	<b>Inspection of the vessel</b>	<b>The bidders are advised to inspect the vessels at Haldia/Kolkata to acquaint themselves with the actual work involvement with prior consent of the Director, Marine Department before submission of the bids.</b>
1.10	<b>Earnest Money Deposit (EMD)</b>	<p>a) An amount of Rs. 3,87,908 /- (Rupees Three Lac Eighty Seven Thousand Nine Hundred and Eight only) must be submitted as Earnest Money Deposit as Demand draft/Pay order/Banker's Cheque in favour of "Kolkata Port Trust" payable at Kolkata from any Nationalised/Scheduled Indian Bank operating at Kolkata physically in the office of the Supdt. New Construction, Marine Department (Address to Director Marine Department), 15, Strand Road, Kolkata – 700 001) before opening of the bid. A photocopy of the same also to be uploaded in their offer through MSTC without which the bid will not be acceptable.</p> <p>b) EMD of all bidders will be kept in safe custody .Only Earnest Money of L-1 bidder will be encashed and Earnest Money instruments of other bidders will be returned after opening of price bids without interest.</p> <p>c) Earnest Money of successful bidder will be returned without any interest after submission of Security Deposit.</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>
1.11	<b>Forfeiture of EMD</b>	<p>a) <b>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.</b></p> <p>b) Earnest Money shall also be forfeited, if any Tenderer withdraws his offer and/or alters/amends any terms and/or condition and/or quoted rate(s), within the validity period of the offer, making it unacceptable to KoPT, and/or</p>
1.12	<b>Tender Validity</b>	180 days from the date of opening of Part -I of the Tender.

Bid document may be downloaded from:-

- a) MSTC website: [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt) or  
b) KoPT website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or  
c) Central Public Procurement Portal: <http://eprocure.gov.in>

Amendment, corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

## 2. INTRODUCTION OF WORK

P.L RUPSA and HOOGHLY are Pilot Launches of Kolkata Port Trust and deployed at Sagar for pilotage operation and both are sister vessels having identical dimensions. (L- 23.0 Mtr, Beam- 6.0 mtrs, Draft- 1.2 mtrs, GRT- 105, Depth Molded-2.8 mtr), built in the year 1997. The vessels are manned, operated and maintained by a Private Contractor and are generally in good condition. The vessels are under MS Act and certificates are valid. Both the vessels are required to undergo Special Survey Repair & Dry Docking as per the rule requirement and will be placed in KP Dry Dock at an early date.

Work will be consisting of, supply and placement of sand filled bags on keel blocks in dry dock to suit placement of vessels and removal of bags after completion of dry docking. USG, renewal/repair of hull and deck plating, inspection of forepeak, quartz blasting and painting of underwater hull/ ship side, inspection of sea suction and discharge valves, renewal of anodes, servicing & overhauling Deck and Engine room machineries, electrical works. Also, removal of propeller, rudder, renewal of worn out tail-end shaft with new spare shaft and refitting of same if recommended by surveyor including rectification if any.

Some additional works over and above the BOQ may be required to be carried out as considered necessary by SNC apart from works recommended by IRS/MMD surveyor for the purpose of Special Survey Repair & Dry Docking of the vessels

## 3. MODE OF SUBMISSION OF BID

3.1 The Tenders are to be submitted through e-tendering in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid with Terms & Conditions of offer and 'Part-II' should constitute only the Price Bid without any deviation and condition. Two parts i.e. Part-I and Part-II are to be submitted through "[www.mstcecommerce.com/](http://www.mstcecommerce.com/) eprochome/kopt "of MSTC Limited.

3.1.1 'Part-I' (Techno-Commercial) bid: It will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. This will contain the following documents which are to be uploaded:

- a). Brief particulars of the Firm including shipyard facilities.
- b). Valid Trade License
- c) VAT/ Sales Tax Registration Certificate
- d) Service Tax Registration Certificate.
- e) Valid Professional Tax Clearance Certificate/upto date tax payment challan.
- f) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i. e. 2013-14, 2014-15 and 2015-16) and the same should be audited as per relevant norms wherever required.
- g) Authentic Performance Certificate of similar completed previous works carried out mentioning total value of work and period of completed works.
- h) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in Annexure IV. In addition, the tenderers not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure V).

i) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-VII).

j) Original Bank Draft/Banker' Cheque /Pay order/Treasury Receipt regarding EMD & Bid document fee /NSIC.

k) A separate letter addressing to Director, Marine Department confirming that the tenderer has accepted all terms and conditions without any deviation laid down in the bid document should be enclosed.

l) Certified copies of PAN Card.

m) Details for ECS:

- i) Name of the Bank with Code no.
- ii) Bank address
- iii) Bank account no.
- iv) Name of the Branch with MICR code/ RTGS (for outsiders)
- v) Type of Bank account.

n) Self declaration of compliance of Contract Labour Regulation Abolition Act(1970) , Workmen Compensation Act and Minimum wage act.

o) That the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India. (Annexure- vi)

p) Details of infrastructure of Firm clearly indicating no. of persons on their pay roll, designations, workshop area and equipment available in the workshop.

q) Firms would require submitting the bar chart for entire items of work under BOQ for the section participated for.

r) The proprietor/partner(s) /authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm/limited company, as the case may be) is/are not associated with any other firm bidding for the same work, self declaration in this regard to be submitted.

**s) UNDERTAKING:**

The bidder shall submit following unconditional undertaking while submitting the bid using digital signature.

**“The bidder has fully read and understood the entire Tender Document, GCC and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”**

With this, there will be no necessity to upload signed bid document and GCC.

3.2 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation. Price bid will be opened electronically of only those bidder(s) whose Part-I Techno-Commercial Bid is found to be Techno-Commercially accepted by KoPT. Such bidder(s) will be intimated date of opening of Part – II Price Bid, through valid e mail confirmed by them.

#### **4. For Micro & Small Enterprise (MSEs) registered with NSIC:-**

i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.

ii). If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.

iii). Copy of valid NSIC Certificate with list of items registered must be submitted along with the bid.

#### **5. THE TENDERER SHALL DISTINCTLY UNDERSTAND: -**

a) That he will be strictly required to confirm to the general Conditions of Contract and Specification as contained in each of its Clauses.

b) “Custom Prevailing” will not in any case be admitted as an excuse on his part for infringing of any of the conditions.

c) That acceptance or non-acceptance of any one of the terms and conditions, herein stated before, shall be clearly mentioned. ‘Non-acceptance and/or non-compliance of any of the above terms and conditions may render the tender liable to rejection.

d) Subcontracting of additional work.

If any additional items of work crops up during repair which is specialized in nature & may require specialized services of outside agencies (preferably OEM) then in such cases subcontracting of work shall be allowed with prior approval of KOPT on the basis of competitive rates as may be applicable, and payment shall be made on the basis of subcontractor’s bill plus 10% overhead charge & profit.

e) Rates are also required to be filled up for the items of work not to be considered for evaluation in the attached annexure. It shall be binding on the successful tenderer to accept the lowest quoted rate by any of the party for each of the item under such head and shall be operated upon if required.

f) The bidders must upload 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.

**g) NON-RESPONSIVE BIDDER:-**

The offer/tender shall be treated as non-responsive, if it:

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender paper cost,
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer/impose onw terms and conditions completely/offer or tender if submitted with any deviation from the tender terms and conditions.
- (vi) if the tender is conditional.
- (vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if –

(I) The bidder provides misleading or false information in the statements and documents submitted.

(II) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

**6. SCOPE OF WORK: -**

Entire work has been broadly divided in two Sections i.e. Section “A” & Section “B”

**6.1 Hull & Structure including Chipping and Painting - Section “A”**

This comprises of supply and placement of sand bags on keel blocks in dry dock for placement of first vessel and removal after completion of dry docking, ultra sonic gauging as recommended by surveyor. Renewal/repairs of underwater hull plating including quartz blasting and painting of underwater damaged/renewed plate areas upto ship side including all appendages, overhauling of Sea Suction Gratings, overboard sea suction and discharge valves, renewal of anodes, hammer testing of pipes, painting of draft marks, renewal of damage fenders, LSA and FFA, Load line items, windlass etc. However if recommended by surveyor , renewal of propellers & tail-end shafts with spares of KoPT may be required.

**6.2 Entire Machineries – Section “B”**

This comprises of dismantling & complete overhauling of both main engines, and generators, various accessories, steering, electrical equipments, ship's propulsion system, sea suction and over board valves, various pumps, pipes, various electrical machineries and associated work, Galley, internal cleaning, of engine room etc. and various electrical works to be presented for survey and assemble back after complying with the recommendation of survey and finally assembling and trial to be carried out to the satisfaction of Surveyor/KoPT representatives. \

There are several unit rate items of work which are given in Annexures not to be considered for evaluation of Tender. All the bidders should submit rates against those items, However, the successful bidder/s must undertake the work of those unit rate items under Annexures at the L1 rate obtained on each item of work considering the offers received from all the bidders.

## **7. Evaluation of Tender**

Evaluation will be made on the basis of summation of costs of all items under the Bill of Quantities by adding Lump sum costs as well as item wise unit rates multiplied by quantity specified for evaluation to arrive at evaluated amount per vessel which will be multiplied by 2 to arrive at the grand total evaluated amount for 2 vessels of the tender.

“If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities and evaluation will be done accordingly.”

## **8. SPECIAL CONDITIONS OF CONTRACT**

a) In the contract & specifications the following words and expressions shall have the following meaning that is to say:

“**The Contractor**” - The expression – the Contractor shall mean the Tenderer whose tender shall be accepted by the Trustees and shall include the Tender’s legal representative’s heirs, successors & assigns, if permitted by the Board / Chairman.

“**The Trustees**” – the expressions – the trustees means the board of Trustees for the Port of Kolkata, body corporate under section 3 of the Major Port Trust Act, 1963.

“**Chairman**” means the Chairman of the Board and includes the person Chairman appointed to act in his place under section 14 & 14 A of the Major Port Trust Act, 1963.

“**Engineer**” – The Expression – Engineer shall mean the Director, Marine Department under the Trustees or his authorized representatives & includes his successors in office.

“**The Representative**” – The Expression – The Representative means any officer or person deputed from time to time by the Trustees to act on their behalf for the purpose of this contract.

“**The Vessel**” – The Expression – The Vessel means “ P.L. RUPSA and HOOGHLY”

b) The Contractor shall be deemed to have carefully examined the Vessel, documents and fully understood the condition of the tender, general condition, Technical & Commercial Specification, Drawings, bill of Quantities & Terms of payment, Instruction to Tenderer etc. The information being provided in the Tender Document do not relieve the bidders for carrying out the work to the satisfaction of KoPT and he shall use any and every other method to ensure adequacy of their offer.

c) All the materials required must be of reputable make, Grade I quality & confirm to Indian standard or other relevant standard approved by the M.M.D / I.R.S. workmanship shall be of its particular kind and to the entire satisfaction of Engineer or his authorized representatives.

d) Should any alteration or addition to the works specified in specifications, not involving extra cost to the contractors be considered necessary or expedient by either bidder or by the

Trustees and verbally agreed or in writing, the contractor shall execute the same without any charge beyond the contract price. But if the Trustee shall desire any alterations or addition involving extra cost to the contractors, the contractor before executing the same shall tender to the Trustees a written offer stating the nature and cost of such alterations or additions and the extension of time in writing which the contractors shall be bound to execute the work. No extra cost shall be charged by the contractors or if charged shall be paid for by the Trustees except such as may be embraced in such written offer and acceptance. Rebate or refund of such sums as may be mutually agreed upon in writing, representing the value of materials and workmanships that may be dispensed with by reasons of any such addition or alteration.

**e)** All materials and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Trustees. Any portion or portions of the works done under this contract which may be considered by the Trustees to be defective or unsatisfactory or not in accordance with the specification and which they shall reject & shall be forthwith replaced / reconstructed with fresh materials, as the case may be, in a manner satisfactory to the Trustees and stated by the Trustees in writing and at the sole risk and expense of the Contractors.

**f)** The Contractors shall at all times during the progress of the repair Work of vessel, employ sufficient number of skilled workmen and Labour as necessary and proceed with the works hereby agreed to be executed hereinafter referred to as the work in order to secure the due completion of the work within the time limited for that purpose by this contract and shall also at all times during the progress of works upon being required so by the Trustees hasten the rate of progress of repair and completion of the Work in accordance with any such requisition and to the Satisfaction of the Trustees, provided always nothing herein contained nor anything done or omitted to be done by the Trustees in Pursuance hereof shall be deemed to release the Contractor's firm or diminish or affect in any way their obligation to complete the Work within the time limited by this contract or their liability in Respect thereof.

**g)** The Contractor shall provide the representative all facilities for inspecting the materials and workmanship used or intended to be used or employed during the progress of repair work of vessel and shall also provide labour free of charge as may be required from time to time for the purpose of such inspection.

**h)** Dry dock will be made available to the repairer free of cost for the stipulate period of 30 working days. In case the dry dock stay is delayed due to reasons attributable to the contractor, the dry dock charges as per relevant scale of rate of KoPT will be deducted from the contractor's bills.

**i)** Special Survey & dry docking of both the vessels shall be completed in all respect in accordance with this contract ready after completion of work, referred to as follows:

**From the date of placement of vessels in dry dock and the dock floor being dry, the entire work to be completed in 40 calendar days (30 days in dry dock to complete the work. Another 10 days will be permitted under afloat condition excluding the day of docking, undocking for each vessel. )**

Any extension of time without approval of KoPT, would attract LD as per clause No.9 of this contract. Clause 8.0 of GCC also to be referred regarding delay/Extension of completion time.



## 9. **Liquidated Damage**

All delays caused beyond the control of the contractor, will be jointly recorded and signed for which a register will be maintained onboard. Reasons not attributable to the contractor would be such as incessant rains, dry dock flooded with water, power cut, inclement weather condition when painting cannot be done, strike etc. L.D. would be imposed on this contract @ ½% per week or part thereof subject to a limit of 10% of the total work value. Clause 8.0 of GCC also to be referred regarding Liquidated Damage.

**10.** In the event of any defect being discovered in any part of the vessel during the period of 06 (six) calendar months from the date of commissioning, arising out of faulty workmanship or inferior material, the Contractor at their own cost shall make good the defects by renewal/repair at Kolkata/Haldia in the shortest time practicable without affecting KoPT operation.

The cost of removing any such defective portions and reconditioning them where applicable and of replacing such portions shall be borne by the Contractor. Any delay in carrying out the repairs according to the option of the Trustees would be compensated by the Contractors by extending their guarantee period. In the event of failure of the Contractor to execute the guarantee repairs to the Trustees satisfaction the Trustees shall be at liberty to have the said guarantee repair completed at their workshop or through other agencies and recovered the cost from the Contractor.

**11.** In the event of the vessel not being completed for commissioning in accordance with the **clause 8 (i)**, the Trustees shall be at liberty (in such case) to deduct from any sum of money finally due to the Contractor. Provided always that if the KoPT representative certifies in writing that such delay or any portions thereof has arisen in connection with the strike of workmen under Contractors or disputes of workmen or accidental fire or from Act of God or other causes which in the opinion of the representatives were unavoidable and could not be foreseen or overcome by Contractors, then in such cases the Trustees shall have the power to extend the time accordingly, fixed for completion.

**12.** The Contractor shall be solely responsible for the satisfaction of and shall at all time indemnify the Trustees Officers against any claims or actions arising from accidents or injuries to workmen or other persons or damage to property which may arise during the execution of this contract or from the breach of any law or regulation prior to handing over of the vessel after completion of the job.

**13.** Contractor shall not sublet this work or any part thereof to any other firm or company without the previous permission of the Trustees in writing. However, subletting, if permitted, shall not exonerate the contractor from his liability under this contract.

**14.** This contract shall be construed to be effected according to the law for the time being in force in India.

**15.** Nothing in this tender shall be deemed to or shall impose any personal liability on any of the Trustees or the representative.

**16.** Any notice or other documents of any discretion under this Contract may be given or sent to the Contractors by leaving the same or sending the same to them by post at their works.

**17.** Extra & Excess work would be dealt in the following manner.

(i) Work to be carried out immediately on receipt of order from the Engineer-in-Charge of the vessel or their representative.

- ii) Consent to be taken from the Engineer-in-Charge of the vessel regarding booking of Skilled & Unskilled Labour and to be reasonable for each additional item of work.
- (iii) Detailed break up of Material, Skilled & Unskilled Labour to be submitted to the Engineer-in-Charge for consideration of KoPT immediately on noticing the requirement/surveyor's recommendation for placement of the matter to the Committee to decide the extra cost and time.
- (iv) Daily record of Material & Labour engaged for each additional item of work to be maintained by the Engineer-in Charge . The contractor shall have to furnish details to him for maintaining such record.

## **18. FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. Policies subsequent to hire or any happening affecting the performance by either party, it's obligations under this charter which the party can not reasonably prevent or control against.

## **19. Compliance of relevant Acts, Ordinances etc.**

### **19.1 CONTRACT LABOUR LAWS:**

The contractor shall be required to comply with the Minimum Wages Acts 1948, Employees Liabilities Act, 1938, Industrial Disputes Act, 1947, and the Contract Labour (Regulation and Abolition ) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

**Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time along with EPF/ESI and other statutory benefits, as applicable.**

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

The contractor shall indemnify the KoP'T against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be part of this contract and any breach thereof shall be deemed to be a Breach of contract. It will be obligatory on the part of contractor

to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of lablurs in the work and submit to the Engineer-in-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976'.

In addition to the above, the personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time . The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular/permanent license as per Sec. 12(1) of the Contract Labour Act. Further , whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) in Form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time and venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time and venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

### **19.2 COMPLIANCE WITH E.P.F & M.P.ACT:**

The successful contractor will have to comply with provision of EPF & MP Act - 1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer , the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer , i.e. Kolkata Port Trust.

### **19.3 INDEMNIFICATION:**

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act , 1948
- c) The Building and other Construction workers (Regulation of Employment & conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986.
- e) The payment of Wages Act, 1936.

- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act , 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948. & Employees State Insurance (Amendment) Act, 1989.
- k) Child Labour (Prohibition and Regulation) Act, 1989,
- l) The Maternity Benefits Act 1961.
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service Act, 1979.
- n) Motor Vehicle Act, latest revision.

## **20.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**

**20.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.**

**20.2 If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ Decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.**

20.3 If there is still no settlement as mentioned at Clauses - 20.1 & 20.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 2015 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 other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

20.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

20.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

20.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

20.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

20.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

20.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

20.10 **PROVIDED ALWAYS AS FOLLOWS :-**

a) 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.

b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.

c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

21. The successful tenderer have to arrange unarmed Security Forces for Security & security of their men and materials at their own cost against any sort of Pilferage / theft for which KoPT will not be liable.

**22. INSTRUCTIONS FOR TENDERER**

a) The Tenderer shall examine carefully the condition of Tender, General Conditions of Contract and the Technical & Commercial Specifications.. All costs, charges and expenses that may be incurred by the Tenderer in connection with preparation of his Tender shall be borne by him and the Trustees accept no liability whatsoever thereof.

b) The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. **The GCC may be downloaded from KoPT website, "Homepage→Rule and Regulations→Non Service Regulations"**

c) The Tenderer in the tender shall make no alteration and the tender must be in accordance with the specification.

**d)** Should there be any doubt or ambiguity as to the meaning of any part of the Tender Document or if any further information is required, the Tenderer must address his enquiry in the pre bid techno commercial discussion.

**e)** The Contract shall be governed by the Indian Contract Act, and all payments due to the Contractor under the Contract, shall be made in India in Rupee Currency.

**f)** Tenders not accompanied with original Demand draft / Banker's cheque / Pay order for EMD are liable for rejection.

**g)** The Tenderer must inspect the vessels at Kolkata / Haldia thoroughly prior to submission of the Part I & Part II of the Tender.

**h)** While evaluating tender, regard would be paid to National Defence and Security considerations.

### **23. TECHNICAL SPECIFICATION:**

#### **23.1 Quality & Workmanship:**

23.2 The work is to be carried out with best quality materials and with highest degree of workmanship to the entire satisfaction of M.M.D. Surveyors & KoPT's Representative.

23.3 All steel material to be of I.S. 2062 Grade 'A'/Grade 'B' with proper test certificates. Generally all hull plating bulkhead plating upto main deck and main deck plating shall be IS 2062 Grade 'B' and all other plates and sections shall be no less than IS 2062 Grade 'A' quality / Equivalent. In the event there is no supporting test certificate or the surveyor is not sure of the quality, the tenderer would be required to send random sample pieces to M.M.D's authorized Test. Houses for testing at the Tenderer expense.

#### **23.3.1 Welding :**

23.3.2 All welding to be carried out in an approved manner and as per code of practice of relevant Indian standard Specification (Latest Revision)

23.3.3 All welding are to be carried out by certified welders. Certificates of welders to be produced to KoPT representatives or Surveyors as and when asked to do so by them.

23.3.4 All butt welds shall have full penetration and wherever possible shall be welded from both sides.

23.3.5 All weld joints in hull, deck, tank top plating and wherever required at other places shall be watertight.

23.3.6 In case of any doubt, welding, as may be recommended by the M.M.D. Surveyors/KoPT's Representatives, shall be subjected to non-destructive testing e.g. Radiography, D.P. Test etc. and the entire cost of such testing shall have to be borne by the tenderer. Rectification of defects as may be recommended by the M.M.D./I.R.S. Surveyors subsequent to such testing shall have to be done by the Tenderer, free of cost.

#### 23.4 Electrodes :

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

#### 23.5 Shaping of plates & Sections :

While renewing plates and sections which require shaping/forming, shaping and forming of new plates/sections to the true profile/contour are to be done in the tenderer fabrication yard prior to fitting those on board, to the extent possible.

#### 23.6 Thickness of the plates & sections :

The Tenderers must ensure themselves of the thickness of the plates & Sections to be renewed from the relevant as fitted drawings, available on board. Renewals are to be carried out with the original thickness of plates and Sections in case of non availability the matter to be brought to the notice of the engineer of the contract and approved next higher sections to prevent the delay in work. However the proof of non availability of specific sections needs to be submitted to the engineer of the contract. No dispute in this regard will be entertained.

#### 23.7 Length & Width of the Plates :

Unless otherwise approved/recommended, the length & width of the new plates shall be not less than the respective existing ones to the extent possible which required renewal.

#### 23.8 Size of the rolled Section :

Unless otherwise approved/recommended the existing rolled sections requiring renewal shall be replaced with respective same size of rolled sections.

23.9 Replacement of all timbers if not otherwise specified, shall be done with good quality Sal Wood.

#### 23.10 Staging :

Staging of adequate strength and area, together with reasonable access thereto as per safety regulations shall be provided by Tenderers to facilitate the work of repair/renewal painting and inspection.

#### 23.11 Hose Testing :

All welded joints, butts to be tested with water hose having adequate pressure for ascertaining water tightness and shown to Surveyor, if required. Necessary Hose, Hose coupling, Nozzle for undertaking hose testing will be provided by KoPT from the vessel. Necessary arrangements for testing have to be done by the Tenderers & all other costs to be borne by the tenderer.

23.12 All Engine / Machinery Parts will be supplied by KoPT to the extent available. If not supplied by KoPT, to be purchased by the Tenderer from the manufacturers or their authorized dealers and supported with proper purchase documents. In event of non-availability the use of non OEM spares would be permitted with prior approval of the engineer of the contract.

#### **23.13 Electrical Items :**

Unless otherwise specified, overhauling of motor includes stator/rotor cleaning and revarnishing of winding with air drying varnish, replacement of bearings, and examination of rotor shaft and bearing housing for flaws/cracks, corrosion to be repaired if found defective. Repair of terminal box, if required, painting of motor, running test after assembly and after installation in ship.

Unless otherwise specified, the routine repair on switch board includes cleaning of dirt and dust, examination of all the contact units. Replacement of contactor units, if required, to be done by OEM/L & T/Siemens/Legrand make ( to the extent possible ) which will be paid extra. To check the hold on coil/no volt coil and overload unit adjustment. Examination of internal connections.

Unless otherwise specified, overhauling of starter, panel of equipment/motors will include renewal of defective indication lamps, lamp covers, fuses, fuse bases, fuse carrier, defective wiring and locking system. Relay contactor units and overload trip to be checked and adjusted. Replacement if required to be made by OEM/L & T/Siemens/Legrand make which will be paid extra.

#### **23.14 Surface Preparation & Painting:**

All paints should conform to their latest respective Standard Specification, shall be supplied in sealed containers showing their batch no., date of manufacture and other details and shall be obtained from reputed manufacturers, e.g. Berger Paints, Shalimar Paints, Jenshon & Nicholson & I.C.I. or any other reputed make, except for epoxy based paints, to be used for underwater/shipside to be of AKZONOBLE/SIGMA or JOTUN or makes which are used internationally.

All external hull plates including inside and outside bulk work to be blasted cleaned thoroughly and all other steel surfaces to be chipped/scrapped/wire brushed wherever necessary to make the surface free from rust. Dust, grease etc. and should be dry at the time of painting. Blasting to be carried out in two stages i.e. once after dry docking of the vessel to facilitate inspection by Surveyor & USG of the plates and once before painting. Blasting before painting should be done to achieve SA 2.5 Application of epoxy based paints to be done by airless spray painting.

Confirmatory Certificates to be furnished from the representative of the paint manufacturer at each stage of painting, i.e. before and on completion of each coat of paint in respect of surface preparation and quality of painting as per painting schedule including the DFT measured by a measuring instrument with valid calibration certificate. Random photographs of underwater area to be taken at all stages of the surface preparation & painting. On completion of work all the documents including the photographs to be submitted in triplicate to KoPT for records.

#### **PAINTING SCHEDULE**

Painting should be done as per following schedule. Thickness of each coating should be as per manual of the paint manufacturer.

- i) **Hull exterior under water portion including all appendages upto to load water line & inside of sea chest area (all paints should be epoxy based):**

Primer	-	1 coat
Anti corrosive coat	-	1 coat
Tie coat	-	1 coat
Anti fouling coat	-	2 coat



- ii) **Hull exterior from top edge of load water line to top of bulk work inside and outside (all paints should be epoxy based):**

Primer coats	-	1 coat
Finish paint	-	2 coat

- iii) **All exposed decks including top side:**

Primer coat	-	1 coat
Finish paint coats	-	2 coat

- iv) **Super structures :**

Primer coat	-	1 coat
Finish paint coat	-	2 coat

- v) **Engine Room/steering compartment**

- a) **Flat bottom to underside of Platform plates including all structural members, except tanks:**

Primer (oil resisting paint)	-	2 coats
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- b) **Above platform plate up to inside of Engine Room casing, funnels etc. to be chipped / scrapped, soap washed and painted after primer coat where necessary.**

- c) **Piping System :** Entire piping systems in the vessels.

Zinc chromate primer	-	1 coat
Synthetic Enamel paint	-	1 coat

(All pipelines to be identified by different colour codes as per Shipbuilding practice)

- vi) **All machinery's pumps, motors etc:**

Synthetic Enamel paint after soap wash	-	1coat (existing colour)
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- a) **Hull interior void space/cofferdam, forepeak tank, ballast tank, below deck store etc:**

Primer	-	2 coats
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- b) **Rest of the exposed steel**

Zinc chromate primer	-	1 coat
Synthetic enamel paint	-	1 coat (existing colour)

- c) **Chain Lockers:**

Black Bitumastic Paint	-	2 coats
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vii) **Seats of Deck machinery's and auxiliary machinery's (E.Room)/steering compartment.**

Zinc Chromate primer	-	1 coat
Synthetic Enamel (light Grey)	-	2 coats

viii) **Anchor and anchor chain:**

Bituminous paint	-	2 coats
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ix) **Deck fitting – Machineries, Bollards, Samson Posts etc.**

Zinc chromate primer	-	1 coat
Synthetic enamel (Black)	-	2 coats

x) **Ballast Tank:**

Epoxy primer	-	2 coats
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23.15 Rectification of defects.

The Tenderers will be bound to rectify the defects in material and workmanship detected at any stage of inspection and even after final inspection. Such rectification will have to be done in a manner approved by M.M.D/I.R.S Surveyor/KoPT Representative at no extra cost to the Trustees. No extension of completion time will be granted on account of such rectification work.

23.16 Security Deposit:

a) Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated amount furnished in Bill of Quantities as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of "Kolkata Port Trust" from a Nationalised/Scheduled Indian Bank with Branch at Kolkata through Marine Department.

b) Alternately, the contractor may convert the EMD as a part of Security Deposit and the remaining part of Security Deposit will be deducted from the progressive bills of the contractor.

c) Security deposit of the successful tenderer will be released within 30 days after completion of the guarantee period.

d) After the issuance of Letter of Intent, Security Deposit will have to be submitted within 15 (fifteen) working days. Contractor may also convert the EMD as a part of Security Deposit and the remaining part of Security Deposit will be deducted from the progressive bills of the contractor. Work Order will be issued after receipt of Security Deposit subject to availability of the dry dock.

**23.17** All payments due to the contractor under the contract shall be made in Rupee Currency through ECS. No foreign exchange is payable on this contract. All payments like refund of Earnest Money, Security Deposit and all bill of contractor will be paid through ECS. For this purpose, following details are to be furnished by the contractor while raising the first bill:-

- a) Name of the bank with Code No. :
- b) Name of the Branch with Code No. :

- c) Bank account No. :
- d) Type of account (Strike out whichever is not applicable) : Saving/Current/Cash Credit
- e) MICR /RTGS :

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

#### 23.18 Time of completion

Underwater work for each of the vessel is required to be completed by 30 days from the date, the vessel is placed in dry dock. Another 10 days will be permitted under afloat condition excluding the days of docking and undocking.

P.L. Rupsa will be placed in dry dock initially, after completion of repair work & commissioning of Pilot Launches Rupsa, Pilot Launch Hooghly will be placed in Dry Dock.

In event of increase in work in dry dock/under afloat condition the firms would be allowed additional time at the discretion of Engineer of the contract. Failing which LD would be applicable.

It is to be clearly understood that additional work upto a value of 15% of the evaluated amount other than supply of material may have to be executed within the above stated time frame except for the works that are identified later and may not have enough time for execution within stipulated time for which additional time would be permitted.

In the event it becomes essential that the vessel has to sail for any emergency and the entire work is not complete, KoPT will be at liberty to sail the vessel and allow the balance work to be carried out later. In those cases the days vessel is not available to the repairer will be recorded and will not be counted towards LD.

#### 24. COMMERCIAL SPECIFICATION

The Tenderers are requested to take prior information of availability of vessels at Haldia and inspect the vessels thoroughly in order to assess the volume of work and to quote their prices against each item of work bill of quantities. Wherever lump sum value has been asked for any item of job in Bill of quantity, the tenderer shall quote strictly lump sum rates for the entire job in that item. Wherever the unit rates have been asked for the tenderer shall quote the unit price. The quantities shown against such item is for evaluation purpose. Payment will be made as per actual quantity duly certified. No dispute in this regard at a later stage will be entertained.

24.1. Electric power at berth/dry dock will be supplied to the contractor by KoPT to the extent possible as per requirement on chargeable basis from the nearest available source. Rate will be charged as per maximum slab of M/s CESC Ltd. for L.T. power supply prevailing at the time of execution. However, the contractor shall indicate in advance the required load and nearest source point at their own expense. The electrical work is to be carried out as per relevant rules under supervision of SCC Holder Supervisor.

Additional local illumination, over & above the existing illumination is to be arranged by the Contractor, if required, at their own cost and arrangement.

The tenderers are requested to indicate the No. of electrical points and power required in their technical Part i.e. Part No.1 for the dry dock and afloat repairs separately. The contractor should

comply with the provision of Indian Electricity Act, Central Electricity Regulation from time to time. Due care shall be taken in ensuring that their electrical contractors engaged only the competent persons holding national certificate/supervisor certificate of competency issued by Directorate of Electricity, Govt of West Bengal or equivalent. Temporary power supply shall be given only after receipt of self declaration/certification by the contractor's competent person regarding compliance to statutory safety norm as applicable for the equipment they proposed to use.

24.2 Fresh water at berth / dry-dock will be supplied free of cost.

24.3 Dry-dock crane and floating crane facility in berth / dry-dock, will be supplied by KoPT to the extent available free of cost to the successful tenderer on submission of their Written requirements/bookings atleast 24 hrs. in advance on any working day. Dry dock crane facility is available only in Dry Dock No.2.

24.4 Dry-dock and afloat berth shall be provided by KoPT free of cost to carry out repairs. In case of requirement of re-dry docking of the vessel within the guarantee period due to fault on the part of the contractor in carrying out the repairs of the vessel, all charges for rectification of the defects including docking/undocking of dry dock charges, crane facility, etc. shall be payable by the contractor.

24.5 The Tenderers would be required to arrange for their own security of their equipments etc. during working period.

24.6 In case of any damage to KoPT property due to fire, theft, bad workman or otherwise, the tenderer would be required to rectify/repair the same at their own expense to the entire satisfaction of KoPT.

24.7 All scrap materials arising out of the repairs would be required to be delivered to Trustees' Sales Yard/Island W/S Scrap Yard free of cost by the successful tenderer for respective areas of work. Some engine and machinery spares, fittings and fixtures and equipment would be required to be delivered free of cost to Trustees' Yard or deposited with the Commander/Chief Engineer of the Vessel as per directive of the Commander/Chief Engineer of the Vessel.

24.8 At all stages inspection facilities for the M.M.D/I.R.S. Surveyors and KoPT's representatives at site and at the Tenderers' Workshop and at their suppliers' godown/stores etc. shall be arranged by the Tenderers, free of cost.

24.9 The contractor shall book the M.M.D./IRS Surveyors according to the requirement, cost of the work and Surveyor's fees would be paid by KoPT. The successful tenderer shall be required to extend all facilities in this regard including transport for surveyor.

24.10 The Tenderers are requested to inspect the vessels thoroughly at KDS/HDC in order to quote their prices against each items of work under the Bill of Quantities both for unit rates L.S. rates. **No dispute in this regard at a later stage will be entertained should there be any observation, deviation, if any shall not be entertained at the time of opening of price bid.**

24.11 In the entire specification all steel renewal as applicable will be paid extra if not mentioned in Bill of Quantities at the renewal rate irrespective of whether it is unit rate or L.S. item.

24.12 Unless otherwise specified, in the entire specifications in all items of work whether unit rate or lump sum rate, all Washers Studs, G.I. Bolts & Nuts, Screw and other fasteners, joints,

split pins, jointing & compounds will be also treated as consumables and cost of renewals of those as necessary/required shall be taken in account by the tenderer while quoting such rates/L.S. rates against respective items of work. Cost of good will be paid as in the case of bought out items at actual cost plus 10% handling & transportation charges. (OEM Gaskets and Rings for specific machineries shall be treated as spares and will be paid extra) except where specifically mentioned and rates are available for the items of work not to be considered for evolution.

24.13 In the entire specifications, unless otherwise specified, in all L.S. rates items of work wherever repair/attending to steel work, e.g. foundations, structures, fixtures etc. have been asked for or necessary, such 'repair' will cover, within the quoted price, local preparation of part/parts of such structure, mending and welding of cracks, buildings up and grinding of part/parts etc. all in an approved manner and as recommended. However, steel renewal if any other than the consumables as specified in all above will be paid extra at steel renewal rate under provisions of item 24.11 above.

24.14 Renewal of all M.S. & G.I. pipes will be paid on pro-rata basis, based on lump sum rates while quoting the costs for nut bolts washers joints gasket compound etc should be taken as same will not be paid extra old flanges will have to be used.

24.15 Unless otherwise specified renewal of all items of materials in L.S. rates or unit rates such as spares, pumps, valves, pipe line fittings, fender bolts, engine/machinery spares, pipes, under water fittings, casting/machinery of parts/and such items not specifically mentioned in the bill of quantities/terms and conditions and which cannot be foreseen prior to undertaking of the job and or depend upon the surveyors, recommendation, would be paid as bought out items. Handling and transportation charges @ 10% on the basic price of such materials would be paid extra for fittings of such materials on the vessel. In each of the above cases the tenderer will have to produce original purchase documents. i.e. receipts / Challan / invoices, duly certified by KoPT representative. Such purchase should be made from OEM or their authorized dealers when ever applicable. In rare event of non availability of OEM non critical spare parts same may be replaced by non OEM spares, with the prior consent of the Engineer of the contract.

For supply of Non-OEM parts, three quotations will be necessary if the cost exceeds Rs. 25000/-.

24.16. Unless otherwise specified all timber renewals will be paid at timber renewal rate.

24.17 It may be so required that certain plant and machinery, equipment furniture fixtures, paneling may be required to be removed and fitted back in order to attend to adjacent repairs such as steel renewal etc. required to be carried out under the B.O.Q of the tender. In such events, mutually agreed upon rates depending upon the size and involvement would be operated upon and the work would be treated as additional work.

24.18 It is for this purpose for undertaking all such unforeseen items of work which may crop up during working, all tenderers are to indicate their skilled and unskilled labour rates under the Bill of Quantities of the tender. For all such additional work, detailed break up indicating labour, material etc. is to be submitted for consideration of KoPT.

24.19 The KoPT reserves the right to reallocate any section of work under the Bill of Quantities for smooth working and also for timely completion of work. In the event of default by the contractor or slow progress of repair by the contractor, KoPT reserves the right to get such work done by any firm by invoking risk purchase at the cost and time of the contractor. The extra cost and the extra expenditure incurred by KoPT on this account shall have to be borne by the contractor.

## 25 **Repair Time :**

25.1 The entire work will be required to be completed within 40 calendar days(excluding the day of docking, undocking, shifting and trial day) from the date of placement of work order or from the date the vessel is placed in dry dock and the dry dock made suitable for working, whichever is later. The vessel would be in the Dry dock for a period of 30 days and afloat repair, survey, trials and commissioning of the vessel will have to be completed within balance 10 calendar days time after undocking on completion of work in dry dock and placement of the vessel in an alongside berth. If there is any shifting of the vessel the day will not be counted for above and the day of final trial in presence of surveyor which will be performed at least 04 hours in the river, will not be counted.

25.2 One launch will be placed in the dry dock at a time. On complete and satisfactory trial and performance of the launch already repaired, the second launch will be placed in the dry dock.

25.3. For any days or part thereof loss in working hours due to unforeseen reasons, leading to delay in completion of the repairs, the same would be required to be noted jointly with KoPT's representatives, the Log Book to be maintained on board the vessels.

25.4 KoPT's standard Force Majeure Clause will be applicable.

## **Guarantee:**

26. All works to be guaranteed for a period of 06 months from the date of commissioning of the vessel against bad materials and faulty workmanship. Guarantee repairs will have to be carried out at Haldia/Kolkata at the Tenderers Cost without affecting KOPT's operations. If any equipment/machine is put into use prior to commissioning of the vessel then guarantee shall be operated from the date such equipment/machine is put in use. In case, if it is required to place the vessel in Dry Dock for carrying out such repair job, charge of Dry Dock would have to be paid by the contractor.

27. It will be Tenderers' responsibility to obtain approval of M.M.D/I.R.S. Surveyors / KoPT's representative prior to use of any material/bought out items in the vessels. It shall also be the responsibility of the tenderer to establish quality/grade and size of the material being used in the vessels and co-relate the same with purchase document produced. KoPT, however, reserve the right to reject any material found to be of inferior quality/not conforming to the specification at any stage of repair.

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

29. Should there be any divergence of views, the decision of the Director (Marine) / his Representative would be considered as final.

30. For special additional items of work, sub-contracting may only be allowed with prior permission including approval of rates from KoPT and payment will be made at Subcontractor's Bill + 10% as profit.

31. Cost of all bought out items will be reimbursed on production of bills along with purchase documents including taxes and duties as applicable + 10% handling transportation charges on the basic cost of material.

### 32. 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 applicable Cess. Service tax and applicable cess will be payable extra by KoPT at actual on submission of necessary bill/challans/invoice in accordance with Service Tax Rules and the contractor needs to be registered with the **Central Excise/Service Tax Authority** for the service to be rendered and copy of the same shall be submitted to KoPT. On demand the successful bidder will have to submit documents regarding the payment of Service Tax. No extra payment, whatsoever will be entertained by the Trustees' under any circumstances. Any modification (addition/deletion/alteration including implementation of GST) in taxes or 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 of 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.

### 33. CENVAT CRITERIA

**All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the CENVAT CREDIT, wherever applicable.**

i) Spare parts which is to be procured from OEM/authorised dealers the contractor will ensure invoices are drawn in the name of the contractor however it should be marked account Kolkata Port Trust with ship name and address of the vessel as per Cenvat credit rules & regulations. KoPT would provide the service tax Reg. No. for availing cenvat credit.

ii) As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that KoPT can avail the Cenvat Credit but it shall not be mandatory.

34. Any item under BOQ may be deleted if considered not necessary by the engineer of the contract.

35. Free gate passes would be provided by KoPT for the workers of the successful bidders for which recommendation will be issued by Marine department but the necessary formalities shall be the responsibility of the contractor.

36. It shall be responsibility of the contractor to have the antecedents of their employees' verified prior allowing entry to the port area.

37. The work has to continue round the clock, on all days including Sundays/Holidays to ensure completion of work within the stipulated repair time given hereinafter.

38. All contractor workers to use safety gear such as safety shoes, helmets etc. without which they would not be allow to work on board/ in dry dock.

39. All brought out items to be purchased as far as possible from the firms having VAT registration and each bill for such purchase must display the VAT Regn. No. as well as the amount of VAT charged specifically. In absence of VAT Regn. No. and charges, KoPT is not bound to honour the bill.

40. **It shall be the responsibility of the contractor to clean the dry dock floor of all materials, as well as walkways on top. If not done prior undocking of the vessels, KoPT reserves the right to arrange for cleaning and deduct the charges from the contractor without any reference to the contractor.**

#### 41. Risk Purchase/Termination of contract.

Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving him a minimum seven days notice in writing due to occurrence of any of the following reasons and decision of the Trustees' in this respect, as communicated by the Engineer shall be final and conclusive.

a) The contractor has abandoned the contract.

b) In the option of the engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of contractor lapses.

c) The contractor has failed to commence the work or has without any lawful excuse under this conditions, has kept the work suspended for at least fifteen days despite receiving the Engineers or his representative written notice to proceed with the work.

d) 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 or repeatedly failing in tests and trials.

e) Any bribe commission , gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

f) The Contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.

g) Clause 8.0 of GCC also to be referred regarding termination of contract.

#### 42. TERMS OF PAYMENT

Progressive payment would be made within 45 days of submission of clear bill, in triplicate, to be submitted with items of work and quantities of work completed supported with all necessary documents like work done certificate, challans, bills etc. In order to process payment smoothly separate bills should be raised for bought out items & BOQ items of work. Respective BOQ items should be clearly indicated against the bought out items.

The contractor shall have to submit quantum of item-wise work done on completion of every seven days from the date of commencement of work for the purpose of issuance of work done certificate by KoPT.



**It is to be noted, in event the repair work is not completed in time, for official formalities for application of LD for the delayed period would take considerable time and final payments would be delayed accordingly.**

#### **42.1 For Structural Work**

- i) 50% on removal of steel plates/structural members to be cropped renewed/faired after gauging & on fitting of steel plates/structural members in place and tack welding the same.
- ii) 20% on completion of all welding and inspection by Surveyor.
- iii) 20% on completion of work in all respect.
- iv) 10% on final survey by the surveyor and commissioning of the vessel.

#### **42.2 For all Tank Work**

- i) 20% on opening and cleaning of tanks and presentation to the surveyor for initial inspection.
- ii) 70% on completion of all work in the tank in all respect.
- iii) 10% on final survey and commissioning of the vessel.

#### **42.3 For Surface Preparation & Painting**

- i) 20% after completion of Surface Preparation of the area as in Bill of Quantities.
- ii) Progressive payment against purchase of paints, 80% value of the suppliers' invoices/receipts up to a ceiling of 40% value of the total contract price of chipping, painting item of Bill of Quantities upon availability of above paints on board.
- iii) Balance minus 10% on completion of final painting.
- iv) 10% after final survey and commissioning of the vessel.

#### **42.4 Engine & Machinery/deck machinery:**

- i) 25% on dismantling of any machine, pump, valve, motor, starter, shaft, rudder, propeller, blower etc. under any particular item of the Bill of Quantities of the Tender and open survey by the Surveyor/KoPT representative for item not for survey.
- ii) 50% on boxing up of the machinery.
- iii) 15% on satisfactory trial of the machinery.
- iv) 10% on commissioning of the vessel.

#### **43. Special note w.r.t. excess and extra work :-**

All participating firms to note that the modus operandi w.r.t. excess and extra work for timely completion of repair work.

#### **Excess & Extra Work**

- a) The work of ship repairing is complex in nature and since the work has to be executed in a time bound manner, the Engineer of the contract or his representative, in all cases, shall issue the work order for all 'Excess & extra work' as may be required or recommended by statutory authorities, so that the work continues without any hindrance.

- b) Consent to be taken from the Engineer-in-Charge of the vessel regarding booking of Skilled & Unskilled Labour and to be reasonable for each additional item of work.
- c) Detailed break up of Material, Skilled & Unskilled Labour to be submitted to the Engineer-in Charge for consideration of koPT immediately on noticing the requirement/surveyor's recommendation for placement of the matter to the committee to decide the extra cost and time.
- d) As regards certification against 'excess work', there should not be any difficulty as the rates are already available in the BOQ except that the revised value of the work (estimate) will have to be formalized through post facto administrative approval on completion of all repairs.
- e) For undertaking any item of 'excess work' up to a limit of  $\pm 15\%$ , the contractor shall be paid at his quoted rate but the rate will be negotiable if the quantum of this particular work exceeds the above limit.
- f) A committee comprising of suitable representatives from Marine and Finance and one representative out of CME/CMM, as the case may be, would be set up in advance for evaluation and certification of 'extra work', for each repair. The committee would meet on fixed days twice a week on board the vessel and give clear decision w.r.t. cost and time for extra work. The committee members from non-operational departments may undertake periodical inspection of the vessel to familiarize themselves with the nitty-gritty of the works involved.
- g) Where payment is to be made against OEM spares, the payment will be certified by the committee on the basis of original bills produced by the contractor from the authorized OEM spares supplier.
- h) As regards payment against Non-OEM spares/items of work up to a ceiling of **Rs. 25000/-** for each item, the committee may certify the 'reasonableness' of the cost on the basis of single quotation produced by the contractor from any supplied or shop having a registration number.
- i) For payment against Non-OEM spares/items of work above **Rs. 25000/-** for each item, the committee may certify the 'reasonableness' of the cost on the basis of at least three quotations produced by the contractor from the suppliers or shops having appropriate registration numbers.

**It is to be noted, in event the repair work is not completed in time, for observing official formalities for application of LD for the delayed period would take considerable time for which final payments would be delayed accordingly.**

**NOTE: Special Condition of Contract will override the G.C.C. The terms and conditions not mentioned in the tender document shall be governed by the General Conditions of Contract.**

44. List of enclosed formats.

- i) Form GC. 1
- ii) Form G.C. 2
- iii) Form G.C. 3
- iv) Format of Affidavit for ESI Exemption
- v) Indemnity Bond
- vi) Covering letter.
- vii) Format of Affidavit for P.F.Exemption
- viii) Performa of Bank Guarantee

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

Contractor : .....

Address : .....

.....

Date of completion .....

Dear Sir/s,

This is to certify that the following works viz :

Name of work .....  
.....

Work Order No. .... Dt.....

Allocation : .....

Contract No:.....

Which was carried out by you is in the opinion of the undersigned complete in every respect on the ..... of .....200.... In accordance with the terms of the Contract and you are require to maintaining the work in accordance with Clause 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 .....200

To the ..... Day of .....200

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

Name .....  
Designation.....

OFFICE SEAL

CC : The Director, Marine Department,  
CC : The F.A. & C.A.O.

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

The F.A. & C.A.O.

**CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of work.....  
.....  
.....

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

Contract No:.....

Resolution No:.....

Allocation No.:.....

Which was carried out by Shri/ Messer .....

...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

Annexure-iii

**KOLKATA PORT TRUST**  
**FORM G.C. 3**  
('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Director, Marine Department,  
Kolkata Port Trust  
15, Strand Road,  
Kolkata-700 001.

(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 the following work, viz.

Name of work :.....

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

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 .....

.....

.....

.....

**(OFFICE SEAL OF THE CONTRACTOR)**

**FORMAT OF AFFIDAVIT FOR ESI EXEMPTION**

(On Rupees Ten Non judicial stamp paper)

BEFORE THE 1<sup>ST</sup> CLASS MAJISTRATE AT .....  
AFFIDAVIT

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

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

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

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

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

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

Identified by me.

DEPONENT

**INDEMNITY BOND**  
(On Rupees Fifty Non judicial stamp paper)

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 Marine Department, Kolkata Port Trust (A statutory Body under MPT Act, 1963).

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

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

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

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

Sureties:

Signature of the Indemnifier

- a) Name :  
Signature :  
Address :
- b) Name :  
Signature :  
Address :  
Witnesses
- c) Name :  
Signature :  
Address :



**Covering Letter**

Ref.No.

Dated:

**The Director, Marine Department,  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata-700 001.**

Dear Sir,

1. We,.....(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for Special Survey Repair and Dry Docking of P.L. Rupsa & Hooghly (Tender No. **MRN/NC/270/Special Survey Repair/2017**).

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**:.....

**FORMAT OF AFFIDAVIT FOR PROVIDENT FUND EXEMPTION**  
(ON THE RUPEES TEN NON-JUDICIAL STAMP PAPER)

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/Director.....having office at  
.....and carrying on business on the same 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 Provident Fund Act and the said Firm has no valid Provident Fund Registration. In support of this statement copy of **exemption certificate** issued by provident fund authority is attached herewith.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no..... of the Tender vide 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.

Identified by:.....

Deponent

**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 scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To  
 The Board of Trustees  
 for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963, (Act 38 of 1963), having agreed to exempt.....a Proprietary/Partnership/Limited/Registered Company, having its Registered office at .....(hereinafter referred to as the "Contractor") from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order./L.O.I) in terms of the Work Order/L.O.I No.....dated .....(hereinafter referred to as the said Contract), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of Bank Guarantee for Rs.....(Rupees.....) we, .....Bank.....Branch, 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.....Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these payments. We,.....Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payees Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we .....Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference whatsoever to the contractor.

We .....Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the

time aforesaid without reference to the contractor and no protest by the contractor made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail neglect to make payment to the Trustees in the manner and within the time aforesaid.

We..... Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions and or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of .....20... and subject also that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calender months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

We.....Bank.....Branch, further agree that, without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we.....Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us.....Bank.....Branch.

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

SIGNATURE.....  
NAME.....  
DESIGNATION.....  
(only constituted attorney for and on behalf of)

BANK.....  
BRANCH.....  
(OFFICIAL SEAL OF THE BANK)

e-Tender no. KoPT/Kolkata Dock System/DMD/12/17-18/ET/173

Annexure-D

**BILL OF QUANTITY (BOQ) FOR PL RUPSA & PL HOOGLY DRY-DOCKING 2017**

The repairer is bound to submit the repair procedure for any of the BOQ job to be executed, if asked by the KoPT representative/ statutory body and the repair is to be executed as per the procedure approved by the competent authority. The repairer is to submit BAR chart for total Dry Dock and afloat repair to be undertaken.

Note: Any item under BOQ may be deleted if considered not necessary by the Engineer of the contract. (Clause 34 of NIT)

Hull & Structure – Section ‘A’						Taxes and Duties presently applicable should be indicated separately both in percentage and amount.							
SL No	DESCRIPTION	Qty	Unit	Quoted rate (Rs.) [Including of all tax & duties except S.T & applicable cess]	Total value (in Rs) (A x C)	Excise Duty		VAT		Other taxes and duties		Other charges	
						Amount	In %	Amount	In %	Amount	In %	Amount	In %
		A	B	C	D	E		F		G		H	
1	<b>Year of built 1997, length -overall - 23 mtr. Breadth molded- 6 mtr. Gross tonnage-105.Draft max-1.2 mtr. Depth molded- 2.8 mtrs</b> USG to be completed within 10 days from the day of commencement of work other than the area recommended by the surveyor. Rate to be quoted per point gauging by Ultrasonic Machine at all heights and location of the vessel after erection of staging as required/recommended by IRS / MMD Surveyor for inspection. 10% of the gauging may be required to be drill tested and to be filled up subsequently by welding.	1100	Per Point	Price not to be quoted here	Price not to be quoted here								

2	Rate to be quoted for renewal of finished per M/Ton of steel work which would include hull plates, angle frame, girder, beam, deck plates including plates in bathroom, galley, accommodation bulkhead, in Tanks , sea suction chest, tank top plates, Bulkheads, Bulwark plate, Bulwark, hold, hatch cover etc. at all heights and locations of the vessels in an approved manner with all labour, consumables and all allied materials including steel after preparation of all areas in way and erection of staging as required for the work and as recommended by Surveyor / KoPT Representative.	12	Per M/Ton	Price not to be quoted here	Price not to be quoted here								
2.a	Rate per Kg of fitting doublers with MS plate in way of hull plates of all curvatures, deck plates, strong back, casing plates in way of cabins, bathroom, galley etc. at all heights and locations of the vessels in an approved manner with all labour, consumables and all allied materials including steel after preparation of all areas in way and erection of staging as required for the work and as recommended by Surveyor / KoPT Representative.	2000	Per Kg	Price not to be quoted here	Price not to be quoted here								
3	All draft mark/ship's name/Kolkata Port Trust, Ford, Aft and Mid ship as applicable on both side and plimsol marks to be checked, shown to the surveyor and to be painted (steel will be payable extra if required).	LS	LS	Price not to be quoted here	Price not to be quoted here								
4	All anodes on hull, sea chests etc. to be removed and renewed as reqd including supply of Anode of size 300mm x 75mm x 65mm thick. With composition of Aluminum 94.5%, Zinc 5.5% with permitted tolerance of 0.5%. IRS certificate to be provided. Rate to be quoted per Anode.	50	Per Anode	Price not to be quoted here	Price not to be quoted here								
5	Rate to be quoted per running meters of building up of welding per run after proper surface preparation and grinding if required	30	Per Mtr	Price not to be quoted here	Price not to be quoted here								

6	Rate to be quoted per Sq Mtr. for removal and refitting of paneling including insulation as may be necessary for attending to structural works	10	Per Sq Mtr	Price not to be quoted here	Price not to be quoted here								
7	Supply of paneling if necessary rates perSq.mtr.to be quoted for material including insulation (marine grade )	5	Per Sq Mtr	Price not to be quoted here	Price not to be quoted here								
8	All Rubber Fenders to be removed for examination of shell plating beneath and fenders to be refitted. Renewal of cleats and bolts to be carried out as necessary and will be payable on steel rates.	LS	LS	Price not to be quoted here	Price not to be quoted here								
9	Rate per running mtr.to be quoted for supply of fenders for renewal as necessary. 'D' type hollow fenders with base = 125mmX height 150mm.Test certificate to be submitted along with bill.	60	Per Mtr	Price not to be quoted here	Price not to be quoted here								
10	<b>Grid Blasting/Chipping, Scraping &amp; Painting :</b> a) Preparation - Sand bags to be supplied & to be placed on the blocks for docking the vessel. b) Contractor would be required to clean the ship side outside surfaces thereafter first round of quartz blasting, chipping of scales to be completed within 7 days from day of commencement of work to bring out bare metal surface for inspection by IRS/MMD surveyor, ships steel renewal works.	LS	LS	Price not to be quoted here	Price not to be quoted here								



11	Entire outside hull and main deck including appendages, to be thoroughly copper slag blasted to Swedish Standard again to SA 2.5 standards & then painted as per KoPT paint schedule given in the Bid Document. (Epoxy based paint from M/s. Akzonobel, Sigma or Jotun) Painting to be done with airless spray paint under supervision of paint manufacturer and certification before each coat by representative of Paint manufacturer. Paint to be supplied by the Contractor	LS	LS	Price not to be quoted here	Price not to be quoted here								
12	<b><u>Decks/Superstructure/Internals</u></b> Entire outside and inside alluminium surfaces of superstructure, internal steel surfaces of hull, void space, stores, 2 nos. chain lockers, mast, bollards, casings, plating, deck heads, WC and bathrooms, fittings, if any, galleys ventilators, railings, hatch covers, etc. all spaces on deck & accommodation etc. to be thoroughly chipped in corroded section. 1 coat of primer and 1 coat of finished paint ( with existing colour) to apply on spot chipped area thereafter 1 complete coat of finished of existing colour paint to apply in void space, (Paint to be supplied by Contractor). The finished coat in the chain locker would be Coal tar.)	LS	LS	Price not to be quoted here	Price not to be quoted here								
12a	Aluminum superstructure jointing faces with the steel deck leaking, same to be rectified. All the damaged /missing bolts, rubber bushes for bolts, leaky gaskets, to be renewed. Sealing compound to be applied to prevent the ingress of water	L.S.	L.S.	Price not to be quoted here	Price not to be quoted here								
13	<b>TANKS WORK</b> Following tanks to be opened cleaned and presented for internal Inspection by surveyor as required and to be pressure tested as necessary. Rates to be quoted including gas free certificate, opening & refitting of plug & manhole cover, cement wash in fresh water tank and new materials i.e. bolts, nuts, packing etc			Price not to be quoted here	Price not to be quoted here								

	<b>TANKS WORK</b>	<b>Capacity in Ltrs.</b>			Price not to be quoted here	Price not to be quoted here								
a	2Nos Fuel Storage	4300 EACH	2	nos	Price not to be quoted here	Price not to be quoted here								
b	2Nos Fuel Service	1500 EACH	2	nos	Price not to be quoted here	Price not to be quoted here								
c	Generator Service	150	1	no	Price not to be quoted here	Price not to be quoted here								
d	Fresh Water	3000	1	no	Price not to be quoted here	Price not to be quoted here								
14	Hand operated Windlass (Forward) to be overhauled and repaired to the satisfaction of the Surveyor/Ship's officer.		1	no	Price not to be quoted here	Price not to be quoted here								
15	<b>ANCHOR, CABLE CHAINS/CHAIN LOCKERS</b> 2 Nos. anchors and anchor cables total (8 shackles) to be ranged, same to be chipped, scraped and calibrated , shown to the surveyor, Swivels & Joining shackles to be checked as required. All moving components of anchor to be freed and anchors to be painted with 2 coats of Bitmastic paint, with marking of chains to be carried out. Paint to be supplied by Contractor and to be put back in position. Shackle marking to be done.		2	nos	Price not to be quoted here	Price not to be quoted here								
16	Various water tight fittings rubber packing to be removed and new packing to be installed for water tight covers/ comings, doors, port holes, fashion glass, sky lights/ vent flaps etc. as per the instructions of KoPT. Rates to be quoted per mtr. inclusive of labour and materials. Hinges and nuts to be made and replaced if required.		100	per meter	Price not to be quoted here	Price not to be quoted here								
17	The forepeak space to be cleaned & made ready for IRS / MMD Surveyor's inspection. Manholes to open & boxed back with new gasket and bolts as necessary.		LS	LS	Price not to be quoted here	Price not to be quoted here								

18	Load Line items Air vents of all tanks/spaces etc on main deck to be opened, brass netting to be renewed, pipes to renew as required and presented for survey. (Steel renewal and pipe renewal will be payable extra.)	LS	LS	Price not to be quoted here	Price not to be quoted here								
19	Both rudders to be removed to facilitate removal of tail shafts, and rudderstock to be removed for inspection of Lower bush, upper bush, bearing housing. Trunking tube to be shown to the surveyor and assembled back.	LS	LS	Price not to be quoted here	Price not to be quoted here								
20	a) Propeller and propeller shafts (P&S) to be dismantled and withdrawn from stern tube including, stern bushes and 'A' Bracket bushes and to be shown to Surveyor. The old propellers are to be renewed with new propellers already arranged. New propellers to be fitted back including renewal of rubber elements of bushes (if complete bush requires renewal the metal component would be payable extra as per annexure rate. Propeller bedding with shaft will be done by the propeller supplier	LS	LS	Price not to be quoted here	Price not to be quoted here								
	b) 'A' bracket bosses OD=270 mm ID=150mm to be manufactured and renewed (IS1875, CLASS II) under supervision of IRS surveyor wherever necessary.	LS	LS	Price not to be quoted here	Price not to be quoted here								
	c) 'A' bracket bushes with housing to be properly aligned with stern tube bushes and Gear Box same to be shown to the IRS surveyor. Engine job is to be done under the supervision of IRS surveyor. The repair may be executed following the process mentioned herein, checking the alignment by piano wire method from gear box to 'A' bracket boss, fixation of New A Bracket boss by welding with 'A' brackets by slow welding process under controlled temperature using a dummy wooden bush in 'A' bracket boss. The entire job is to be carried out as per the process	LS	LS	Price not to be quoted here	Price not to be quoted here								

	followed by the builder of the vessel and approved by IRS.												
21	Fire line mains to be pressure tested, relief valve to be overhauled and pressure tested and shown to the IRS / MMD Surveyor, New O rings to be provided in all fire hydrants	LS	LS	Price not to be quoted here	Price not to be quoted here								
22	Magnetic compass to be dismantled for inspection. Same to be overhauled & calibrated in presence of competent person. Calibration certificate to be provided.	LS	LS	Price not to be quoted here	Price not to be quoted here								
23	Navigational equipment control panel AC Power supply including safety cut out to make operational and survey.	LS	LS	Price not to be quoted here	Price not to be quoted here								
24	Tachometer in the bridge and engine room for both the main engine to be renewed. - 4 nos.	4	Per unit	Price not to be quoted here	Price not to be quoted here								
25	Blower trunking (Port & Stbd.) for engine room supply blower on deck and engine room corroded same to be renewed	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
26	1 no. 1.5 Ton AC Hitachi Split AC in the Pilot accommodation to be renewed	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
27	PVC sheet for covering of Aft. Canopy of crews rest place to be renewed.	LS	L.S.	Price not to be quoted here	Price not to be quoted here								

28	Curtains, carpet, sofa covers have worn out & look shabby to be renewed with good quality material, suitable for pilot's accommodation.	LS	LS	Price not to be quoted here	Price not to be quoted here								
	TOTAL (A) = (Price not to be quoted here)												

	<p align="center"><b>MACHINERIES- Section- 'B'</b></p> <p>A) OEM Spares to be used as far as practicable with cost + 10% basis. B) Work is to be carried out by competent personnel C) All the repair and spare parts should be guaranteed for six months as per OEM.</p> <p align="center"><b>MAIN ENGINES</b></p> <p>2 Nos. Main Engine 6V6 trunk piston type Make : Cummins India Ltd Type - KT A 2300M Running hrs.: Port M/E 9600 hrs., Stbd. M/E 9600 hrs, BHP - 940BHP, RPM - 1800</p>												
1	<p>Both Main Engines including all attachment to be completely dismantled, calibrated, overhauled, pressure tested wherever required and shown to the surveyor and assembled back. Entire work to be covered under OEM's warranty norms/guidelines. The quotation should include: cost of replacement of sump lube oil. All safety cut out system, Low LO pressure, high FW temp, and over speed cut out including the alarm system for the above to be shown in working condition to surveyor.</p> <p>All fuel injectors of both engines to be opened up, Pr. Tested, shown to surveyor. PT Type fuel pumps of both the M.E. are to be opened up/serviced /overhauled / Pr. Tested and surveyed.</p> <p>Coupling and vibration dampers to check and to be shown to Surveyor. Renewal as recommended will be payable extra.</p>	LS	L.S	Price not to be quoted here	Price not to be quoted here								

	2 Nos. lub oil cooler, 2 Nos. Air cooler for Main engine, 2 Nos. FW coolers to open, clean, survey, pressure test & fit back												
	Main Engine associated 2 Nos. fresh water pumps, 4 nos. seawater pumps, 2Nos. LO pumps and 4 Nos Turbo charger to dismantle & survey. Seals/bearings, other parts to be renewed as necessary												
2	Main engine, generator, steering system (hydraulic), all temperature including exhaust temperature gauges and pressure gauges to be calibrated and shown to the surveyor. Renewal will be payable extra.	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
3	2 nos Gearboxes to be opened, and shown to the surveyor, pumps to be overhauled and Lube Oil coolers to be cleaned and pressure tested. Rubber couplings (ESBI make) to open for inspection. The price quoted should be inclusive of chock fastening of gearbox mountings and foundations. Renewals will be payable extra.	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
	Generator Engine - 2 Nos. Make KOEL, Type 3R1040. Running Hrs : Port - 9700 hrs. Stbd - 9700 hrs BHP - 33 (each), RPM - 1500												
4	2 Nos. Engines to be completely dismantled including turbocharger, S W pumps, LO Pumps, F.W pumps to o/haul, FW coolers, LO cooler, air cooler, to be opened, cleaned, pressure tested and presented to surveyor. Repairs to carry out if any and to be boxed back. 2 Nos PT type fuel pumps, 12 Nos. fuel injectors to be overhauled and calibrated from OEM authorized dealer. Entire work to be covered under OEM's Warranty norms/guidelines. All safety cut out system, Low LO pressure, high FW temp and over speed cut out including the alarm system for the above to be shown in working	LS	L.S.	Price not to be quoted here	Price not to be quoted here								

	condition to surveyor. The quotation should include cost of replacement of sump lub oil.												
5	<p>Following pumps to be overhauled and presented for survey. Parts to change if needed as recommended by surveyor / KoPT Representative.</p> <p>a) Fuel oil transfer pump. -1 No</p> <p>b) Bilge pump.- 1 No.</p> <p>c) G/s pump.-1 No</p> <p>d) Freshwater hydrophone pump- 2 Nos</p> <p>e) Seawater hydrophone pump. - 2 Nos</p> <p>f) Auxiliary Engine seawater suction pump.-2 Nos</p> <p>g) Semi rotary hand pump for fuel oil transfer.-1 No</p> <p>h) Semi rotary hand pump for bilge system - 1 No</p> <p>i) Steering pump - 1 No</p> <p>j) Fore peak space hand pump - 1 No</p>	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
6	<p><u>ELECTRICAL</u></p> <p>Main Switchboard, all junction box, circuit breakers, control panels including equipments on deck, in the steering &amp; engine room to be thoroughly examined, clean,defective parts to renew, Insulation to be checked, recorded, safety device, such as over-load trip, reverse current trip, low voltage trip, &amp; interlock between breakers to be shown to surveyor Low insulation if any to be rectified.. Also Main Engine control/starting panel defect and earth fault line defect to be rectified (Cost of contacts, relays, cut outs, solenoids, MSBs, renewal of cables/ trays, light fittings &amp; fixtures, meters and all other parts will be payable extra )</p>	LS	L.S.	Price not to be quoted here	Price not to be quoted here								

7	Following motors to dismantle, bearings to examine, (in case of blowers key/impellers also to be examined) insulation to improve, defective bearings if any to change. Cost of bearings will be payable extra. The quoted rate should be inclusive of rewinding of motors if required.  b) Bilge pump. 1 No . 5.0BHP c) G/s pump.-1 no., 5.0BHP d) Freshwater hydrophore pump 2 nos. 1.0 BHP e) Seawater hydrophore pump - 2 nos 1.0 BHP f) Steering pump 1 no. 2.0BHP g) Blower Motor- 2 nos 5.0BHP h) Exhaust blower motor-1 no 1.0BHP i) Main engine LO Pump Motor-2 nos. 2.0 BHP	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
8	2 Nos. alternator to be cleaned/overhauled and varnished, insulation to improve. AVRS to be checked & insulation to be recorded and shown to surveyor, bearings to examine, renewal of bearings and other parts will be payable extra.	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
9	<u>VALVES</u> Following shipside, bilge system and sea connection valves to be dismantled and overhauled, pressure tested and fitted back in place with new joints/bolts as required. 150 NB - 4 Nos 100 NB - 5 Nos 050 NB - 2 Nos 040 NB - 3 Nos 025 NB - 2 Nos	LS	L.S.	Price not to be quoted here	Price not to be quoted here								
10	Various pipe lines in the Vessel are required to be renewed for fresh water, lub oil, salt water & exhaust line systems. Rates per mtr.to be quoted inclusive of removal, renewal & fitting back of pipe lines using old flanges, new gaskets, nut bolts, gasketing compound etc a) 15 NB			Price not to be quoted here	Price not to be quoted here								
		10	Per mtr	Price not to	Price								



	b) 25 NB	10	Per mtr	be quoted here	not to be quoted here								
	c) 32 NB	10	Per mtr										
	d) 50 NB	30	Per mtr										
	e) 80 NB	10	Per mtr										
	f) 150 NB	10	Per mtr										
	g) 200 NB	05	Per mtr										
11	Engine room bilges, tank top to clean and soap washed to remove the traces of oil and to be shown to the surveyor (cleaning may be required more than once)	L.S	L.S	Price not to be quoted here	Price not to be quoted here								
12	Complete engine room bulkheads, machinery exhausts piping to be soap washed, cleaned and painted with one coat of paint as per the colour code. Paint to be supplied by the contractor	L.S	L.S	Price not to be quoted here	Price not to be quoted here								
13	Insulation covering and netting to be removed from the exhaust pipes for main engine and auxiliary engine for surveyors inspection and to be fitted back with new insulation and netting which gets damaged.	L.S	L.S	Price not to be quoted here	Price not to be quoted here								
14	Both the main engine (Port & Stbd.) wet type exhaust pipe in the steering flat holed at several places, same to be renewed	2	nos	Price not to be quoted here	Price not to be quoted here								
<b>TOTAL (B) = (Price not to be quoted here)</b>													

**Total (A + B) =** (Price not to be quoted here)

N.B.-

1. Rates to be quoted inclusive of all taxes & duties except service tax & applicable cess, which would be paid extra at actual.
2. Service Tax & applicable cess will not be considered for the purpose of evaluation.
3. The evaluation will be made on the basis of summation of costs of all items under Sec (A) & Sec (B) of Bill of Quantities by adding Lump sum costs as well as unit rates multiplied by quantity specified for evaluation per vessel which will be multiplied by 2 for the vessels P.L.Rupsa & P.L. Hooghly.

[illegible]

[illegible]

	iii) 16 Sq. MM 3 Core								
	iv) 4.0 Sq. MM 3 Core								
	v) 1.5 Sq. MM single Core								
	l) Rate for removal & refitting of electrical cables trays with wire/cable	Price not to be quoted here							
	i) 1.5 Sq. MM 2 Core								
	ii) 4.0 Sq. MM 2 Core								
	iii) 16 Sq. MM 3 Core	Price not to be quoted here							
	iv) 4.0 Sq. MM 3 Core								
	v) 1.5 Sq. MM single Core								
	m) Rate per removal and refitting of fans	Price not to be quoted here							
	n)Rate per removal and refitting of lights with fittings	Price not to be quoted here							
	o)Rate per Sq. mtr of removal, refitting of insulation	Price not to be quoted here							
	p)Rate per Sq. mtr for renewal of insulation	Price not to be quoted here							
	q)Rate per Cu. mtr of removal, renew of Asphalt Cementing.	Price not to be quoted here							
	r)i)Rate per Cu. Ft. of removal of wodden plank	Price not to be quoted here							
	ii)Rate per Cu. Ft. of refitting of good existing wooden plank	Price not to be quoted here							
	iii)Rate per Cu. Ft. of renewal of wodden plank of good quality Sal wood.	Price not to be quoted here							
	iv)Rate per running Ft. of Caulking	Price not to be quoted here							
	s) Per Sq. Mtr. Unit rate of Deck composition work as per the specification :								
	I)50 mm thickness area	Price not to be quoted here							
	II)38 mm thickness area	Price not to be quoted here							

	t) Insulation work of Magnesium asbestos Compound Per Sq. Mtr. X 50 mm Thick is considered	Price not to be quoted here							
	u) Rate for renewal of electrical cable.	Price not to be quoted here							
	i) 1.5 Sq. MM 2 Core								
	ii) 4.0 Sq. MM 2 Core								
	iii) 16 Sq. MM 3 Core	Price not to be quoted here							
	iv) 4.0 Sq. MM 3 Core								
	v) 1.5 Sq. MM single Core								
2	Removal & refitting of pipe lines.	Price not to be quoted here							
	Nos. Bore in mm Nominal								
	A 15								
	B 25								
	C 32								
	D 50								
	E 80								
	F 100								
	G 150								
	H 200								
3	Cleaning of pipelines	Price not to be quoted here							
	Nos. Bore in mm Nominal								
	A 15								
	B 25								
	C 32								
	D 50								
	E 80								
	F 100								
	G 150								
	H 200								
4	REMOVAL OF PIPELINE, RENEWAL OF M.S.PIPE & FITTED IN POSITION. RATE PER RUNNING METER FOR EACH OF THE FOLLOWING SIZES OF PIPE :	Price not to be quoted here							
	Nos. Bore in mm Nominal								

	A	15									
	B	25									
	C	32									
	D	50	Price not to be quoted here								
	E	80									
	F	100									
	G	150									
	H	200									
	<b>NOTE</b> : For the sizes not specified above in Tables 2, 3 & 4 relating to pipe works, rates will be payable on interpolated rates										
5	RATE FOR FINISHED WEIGHT PER KG. OF THE FOLLOWING MATERIALS:		Price not to be quoted here								
	i) White Metal										
	ii) Stainless Steel										
	iii) Phosphor bronze										
	iv) Brass										
	v) Admiralty gun metal										
	vi) Cast Steel										
	vii) Cast Iron										
	viii) E. N. Steel										
	ix) Mild Steel										

e-tender No. - KoPT/Kolkata Dock System/DMD/12/17-18/ET/173

Annexure – E

## 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 any 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:

- (a) 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.
  - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
  - (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
  - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
  - (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
  - (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.
- 3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.
- 3.3. If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.
- 3.4 (a) Unless other-wise stipulated in the Notice Inviting the Tender/Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

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

(b) 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.

(c) 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.

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced 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	10% on first Rs. 10,00,000/- + 7 1/2% on the balance	1% on first Rs.10,00,000/-+1/2% on the balance

up to Rs.20,00,000/-		
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/- + 5% on the balance	1% on first Rs.10,00,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

(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.

3.5. 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-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

#### **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:
  - i. The Indian Contract Act, 1872.
  - ii. The Major Port Trust, Act, 1963.

- iii. The Workmen's Compensation Act, 1923.
- iv. The Minimum Wages Act, 1948.
- v. The Contract Labour (Regulation & Abolition) Act, 1970.
- vi. The Dock Workers' Act, 1948.
- vii. 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) last 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—
    - i. The issue rate of the materials at the Trustees' Stores, and
    - ii. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra

expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

- i. Otherwise provide for in the contract, or
- ii. Necessary by reason of some default on the part of the Contractor, or
- iii. Necessary by reason of climatic conditions on the site, or
- iv. 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 decided 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 Damaged" Clause (No.8.3hereof) 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<sup>6</sup> 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 at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3 Upon termination of contract, the contractor shall be entitled to 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 taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees 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 the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction 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 8.3 to 8.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

- (d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5(b) and 8.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.
- (e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

## **THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

### **FORM OF TENDER**

**CONTRACT NO.**.....

To,

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

I/We ..... of

.....

having examined the site of works, inspected the Drawings and read the Specifications, General and Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities with ..... month/week from the date of the order to commence the work and in the event of our Tender being accepted in full or in part, I/We also undertake to enter into a

Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

**THE TOTAL AMOUNT OF TENDER Rs .....**

(Repeat in words).....

.....

\*I/We require ..... days/months preliminary time to arrange and procure the materials required by the work from date of acceptance of the Tender before I/We could commence the Work.

(\* This should be scored out in the case of labour contracts)

I/We have deposited with the Trustees' Financial Advisor & Chief Accounts Officer / Manager (Finance), Haldia Dock Complex vide Receipt No ..... of ..... as Earnest Money.

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature .....

Name of the Tenderer .....

Name .....

(In Block Letters)

(In Block Letters)

Address .....

Dated .....

.....

Address .....

Occupation .....

.....

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

THIS AGREEMENT made this .....day of.....200.....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and .....(hereinafter called “ the Contractor ”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed, viz. ....and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (a) The said Tender / Offer & the acceptance of the Tender / Offer
  - (b) The General Conditions of Contract
  - (c) The Special Conditions of Contract
  - (d) The Conditions of Tender
  - (e) The Technical Specifications
  - (f) The Schedule of Rates
  - (g) The Terms of Payment

(h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

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

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

Was hereunto affixed in the presence of:

Name .....

Address .....

.....

**Or**

**SIGNED, SEALED AND DELIVERED**

by the said .....

*In the presence of:*

Name .....

Address: .....

.....

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

Name.....

Address: .....

**KOLKATA PORT 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 clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ..... Days / weeks / months / years.

From the ..... day of ..... 20 .....

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

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ( )

The Deputy Manager ( )

Financial Adviser & Chief Accounts Officer/  
Manager (Finance), Haldia Dock Complex.**KOLKATA PORT TURST****FORM G.C.2**

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

### **CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of Work .....

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

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

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

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**

<b>FORM G.C.3</b>
-------------------

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn .....)

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

Dear Sir,

I/We do hereby declare that I/We have received full and final payment from Kolkata Port Trust for the execution of the following work, viz.

Name of Work .....

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

Contract No .....dt.....

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

To

The Board of Trustees

for the Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs

..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work order No ..... dated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs ..... (Rupees ..... ) we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees ..... ) We.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata ..... /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....(Name of Bank), ..... Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, .....Branch,Kolkata..... /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,.....Branch, Kolkata ..... / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us, ..... Branch, Kolkata ..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court , can be valid ground for us, .....Branch, Kolkata ..... /Haldia, to decline or fail or neglect to make payment to the Trustees in, the manner and within the time aforesaid.

3. We, ..... Branch, Kolkata ..... /Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to and inclusive 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)