

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2nd Floor,
P.O.: - Haldia Township, Dist.: East Midnapore,
PIN: 721607, West Bengal.
Ph. No. 264971/263266, FAX :03224-263255
E-mail id: spb.hdc@nic.in / himam.hdc@nic.in

E-Tenders under single stage **two part** system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from Manufacturers or their Authorised Dealers/Distributors/Stockists for supply and delivery of Ceiling Fans and Geysers to Haldia Dock Complex.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com www.kolkataporttrust.gov.in and www.cpp.portal.

Corrigendum/ addendum/ clarifications, if any, shall be hoisted on the above mentioned website only. Tenderer should visit the websites frequently.

SCHEDULE OF TENDER (SOT) :

a.	TENDER NO.	HDC/MM/OT-25/23/229
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c.	E-Tender No. (System Generated)	<u>KoPT/Haldia Dock Complex/MM Div/31/17-18/ET/445</u>
d.	Date of NIT available to parties to download	30.11.2017
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of ₹ 6,776/- (Rupees six thousand seven hundred seventy six only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money (EM) using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site(www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e-tender number of the tender for which the payment is to be made).</p>

			<p>The method of use of the gateway is indicated under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/MM Div/31/17-18/ET/445</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>f) Date of payment:</p> <p>NOTE : The bidders, who are not registered with MSTC are advised to get themselves registered with MSTC at least 72 hours prior to making payment of Earnest Money through the Axis Bank Payment Gateway.</p>
	ii)	Bid Document fee (Non-refundable)	<p>The intending bidders should submit Bid Document Fee of ₹ 590/- (Rupees Five hundred ninety only), to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p>
	iii)	Transaction Fee	₹ 800.00 (Including GST @18%). Payment of Transaction fee by NEFT/RTGS in favour of MSTC Limited (refer clause. No. 4 of Annexure -I)
h.	Last date of submission of EMD & Bid Document fee at HDC.		21.12.2017 upto 15.00 HRS
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of <u>closing of online bidding for the e-tender.</u>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/		01.12.2017 time 12.00 hours
j.	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.		21.12.2017 time 15.00 hours
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		21.12.2017 time 15.30 hours

<u>List of Annexure :</u>				
			Page no.	
Important Instructions for E- procurement	:	Annexure –I	:	6 to 10
Commercial Terms & Conditions	:	Annexure -II	:	11 to 17
Bill of Quantities (UN-PRICED BID)	:	Annexure - III	:	18
Documents to be uploaded	:	Annexure-IV	:	19
Declaration of the Bidder	:	Annexure-V	:	20
Bidder's Information	:	Annexure-VI	:	21
Details of statutory levies	:	Annexure-VII	:	22
List of documents to be uploaded	:	Annexure-VIII	:	23
Priced Bill of Quantities	:	Annexure-IX	:	24

PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → Psu / Govt depts. → Kolkata Port Trust) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the Bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** (The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from - (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

Important Instructions for E-procurement

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

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

1. Process of E-tender :

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-commercial Bid as well as Price bid 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).

SPECIAL NOTE: THE TECHNO-COMMERCIAL AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).

Contact person (Haldia Dock Complex):

1. Mr. S. S. K. Hassan Imam,
Asst. Manager(MM)
Haldia Dock Complex
Ph. No. : 03224 264461
Mb. No. 9434031346
Email – himam.hdc@nic.in

2. Mr. S.P. Bhattacharjee
Sr. Dy. Manager(MM)
Haldia Dock Complex
Ph. No. : 03224 263266
Mb. No. 94340 63649
Email - spb.hdc@nic.in

Contact person (MSTC Ltd):

1. Mr. S. Mukherjee
Deputy. Manager (e-Commerce)
Mobile No: 07278030407
Landline: 03322901004
Email-smukherjee@mstcindia.co.in

2. Ms S. Maity
Asstt. Manager (e-commerce)
Mobile- 9831155225
Landline: 03322901004
Email: smaity@mstcindia.co.in

Google hangout ID(for test chat)-mstceproc@gmail.com

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update 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 setting may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><u>Special Note towards Transaction fee:</u> 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><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : 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.	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).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender :</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 www.mstcecommerce.com → e-procurement →PSU/Govt depts→ Login under KoPT's logo →My menu→ Auction Floor Manager→ live event →Selection of the live event</p>

8.	<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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & 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 & 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) Buyer 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 & conditions for the tender.</p>
9..	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	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.
12.	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
13.	<u>Bidding in e-tender & Reverse auction:</u>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu/Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.	
a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER .
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer 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.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
14	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
15	No deviation to the technical and commercial terms & conditions are allowed.
16	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
17	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
18	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com / eprochome / mstc of MSTC Ltd.
19	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
20	The bid will be evaluated based on the filled-in technical & commercial formats.
21	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.
22	Addendum/ corrigendum, if any, to the tender would only be hosted in the website www.mstcecommerce.com , www.kolkataporttrust.gov.in , and www.cpp.portal .
23	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Adhar Certificate.
24	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.

	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
25	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
26	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Adhar Certificate has to be submitted along with the bid.
27	Due date of submission of tender will not be extended under any situation.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Office of the M. M. Division, Jawahar Tower, 2nd Floor,
P.O.: -Haldia Township, Dist.: East Midnapore.
Ph. No. 264971/263266, FAX :03224-263255
E-mail id: spb.hdc@nic.in / himam.hdc@nic.in

Commercial Terms & Conditions :

Annexure –II

Sl. No.	Terms & Conditions	Response
1.	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's(DISTRICT INDUSTRIES CENTRE) / Udyog Adhar Certificate.Certificate.	AGREE
4.	<p>i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p> <p>iii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p>	AGREE
5.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) / Udyog Adhar Certificate has to be submitted along with the bid.	AGREE
6.	Tenders without requisite Earnest Money are liable to be rejected except in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
7.	Due date of submission of tender will not be extended under any situation.	AGREE
8.	<u>SCOPE OF WORK</u>	AGREE

The scope of work comprises of Supply and delivery of Ceiling Fans and Geysers to Haldia Dock Complex as per Bill of Quantities and terms & conditions of the instant tender document.

9.	The terms and conditions of tender shall be read in conjunction with the general condition of contract. Specification, bill of quantity and other documents forming part of this contract wherever the contract so requires.	AGREE
10.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (MM), Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
11.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at HDC's website (www.haldiadock.gov.in).	AGREE
12.	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
13.	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
14.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.	
15.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE
16.	Bidders are advised to visit different sites of P&E Divn., HDC or any Site Store of P&E Division, HDC and acquaint themselves of conditions prevailing at the site prior to submission of their Bid. Failure to visit the sites and to obtain required information will in no way relieve the successful Bidder of any of his obligations in performing the work in accordance with this Bid Documents within the quoted price.	AGREE
17.	<u>VALIDITY</u> The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
18.	<u>NON- RESPONSIVE BIDDER</u> The offer/tender shall be treated as non-responsive, if : i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition. ii) Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
19.	<u>EARNEST MONEY AND SECURITY DEPOSIT</u> i) The Earnest Money received will be refunded or released as the case may be to the unsuccessful Bidder without any interest subject to the provisions made in clause above. The Earnest Money of the successful Bidder will be retained and converted to as a part of the Security Deposit. ii) The Security Deposit shall be equal to 5% of the total Landed Cost (excluding GST) of the order. Balance Security Deposit shall have to be deposited by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalised Bank of India drawn in favour of Kolkata	AGREE

Port Trust and payable at Haldia, by the successful Bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.

The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period

iii) If the contract value aggregates to Rupees one lakh and above, the supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India from Kolkata / Haldia branch in lieu of Security Deposit. The Bank Guarantee shall have to be valid for at least 13 months from the date of last supply & acceptance of materials.

iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.

20. **PRICING OF BIDS**

AGREE

i) Price should be quoted F.O.R HDC's site/store at Haldia including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk, necessary for the complete services as described in the documents i.e. on free delivery basis upto HDC's site/store at Haldia, but excluding GST.

ii) The Bidder shall state clearly the percentage of GST that will be charged extra, item wise, in Annexure-VII.

iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.

iv) No Price escalation is admissible other than statutory increase in GST. In case of decrease in rates of statutory GST, the price would be correspondingly decreased.

v) Any modification (addition /deletion /alteration of GST) in taxes by the GOI shall be applicable.

21. **EVALUATION CRITERIA**

AGREE

i) Evaluation will be made on the lowest (L1) landed price **excluding GST** quoted against individual item among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.

ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.

iii) The suppliers shall comply with all requirements of the GST to enable KoPT to avail full credit on buyer's GST. The payment of GST element shall be subject to compliance of the same.

22. **GST:**

AGREE

The suppliers shall comply with all requirements of the GST to enable KoPT to avail full credit on buyer's GST. The payment of GST element shall be subject to compliance of the same.

Please indicate present percentage rate of GST, as applicable on quoted price of individual item. GST amount will be paid against submission of GST documents only or any other document required by KoPT. The contractor shall be required

to upload the details of the invoice raised on KoPT in GST Return as per Law. In case of any failure, GST, even if paid, shall be recovered from the contractors.

23. PAYMENT :

AGREE

90% payment will be made within 30 (thirty) days of receipt of materials in good condition with Inspection Certificate, Routine Test Certificate of the manufacturer for item nos. 1 & 2, , Guarantee Certificate of the Supplier for all the items and satisfactory acceptance of the same by the authorized officer of P&E Division, HDC at site/store.

Balance 10% payment will be made after 90 days from the date of acceptance of materials at HDC's site/store.

Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, Routine Test Certificate of the manufacturer for item nos. 1 & 2, Guarantee Certificate of the Supplier for all the items and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Sr. Dy. Manager (MM)'s Office with necessary documents.

Payments shall be credited to supplier's bank account through NEFT/RTGS mechanism at all centers where such facilities are available in the bank. Accordingly bidders are requested to submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill.

24. TIME OF COMPLETION AND DELIVERY :

AGREE

Delivery of the materials must be completed within **60 (Sixty) days** from the date of receipt of order by the supplier. Materials shall be delivered by the supplier to HDC's site/store at Haldia at their cost, risk and responsibility.

Delivery period shall binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers. In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the Items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery together with a list showing quantity and particulars of the material in the consignment. Delivery of materials will not be accepted on Sundays and Holidays. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. The authorized representative of the Bidder should be present at the time of delivery.

25. DESPATCH ARRANGEMENTS

AGREE

The supplier shall be fully responsible for any transit loss or damage to the materials.

The supplier shall send advance intimation as to the actual date of delivery. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of Ko.P.T. the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.

26. INSPECTION AND TESTING:

AGREE

Visual inspection of the Ceiling Fans and Geysers will be carried out by the authorized representative(s) of P&E Division, at site store, after delivery, based upon the

Manufacturer's Routine Test Certificate, as per relevant IS, with latest amendment, if any and Guarantee Certificate of the supplier.

If any operational and manufacturing defect is found in any assembly/subassemblies/materials during the performance guarantee period, repair/replacement of the same will have to be done by the contractor, free of cost.

Inspection /Testing witnessed by representative of P&E Divn. shall not relieve the supplier of his obligation for supplying right materials in accordance with the tender specification and in good condition.

The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If necessary, samples from the supplies may be drawn and the same will be tested by Trustee's authorized person (representative of P&E Division, HDC) either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.

The successful bidder should provide a clear 15 days time for inspection from the date of receipt of inspection offer by HDC i.e. notice period of 15 days is required for carrying out inspection.

27. GUARANTEE PERIOD

AGREE

The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against the manufacturing defects or, poor performance for a period of 12 months from the date of commissioning or, 18 months from the date of delivery & acceptance, whichever is earlier. If any defect whatsoever develops during the Guarantee Period, the defective materials will have to be replaced/rectified, as the case may be, by the Bidder at their own cost.

Guarantee Certificate of materials to be supplied by the supplier at the time of delivery of materials.

28. TRANSIT RISK :

AGREE

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

29. PERMITS :

AGREE

RFID based Port Access Control & Tracking System has been commissioned at Haldia Dock Complex. Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material during normal working hours on any working day.

30. LIQUIDATED DAMAGES

AGREE

If the successful bidder (supplier) fails to complete the entire supply within the stipulated date or, such the extension thereof as communicated by the Sr. Dy. Manager (Materials Management Division) in writing, the supplier shall pay, as compensation (Liquidated Damage) to the Trustees and not as a penalty, @½ % (half percent) of the total landed cost (excluding GST) of the delayed portion of the order for every week delay in supply (part of the week being treated as a full week). Provided always that the amount of such compensation shall not exceed 10% of the total landed cost (excluding GST) of the order.

Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damages as stated above, from any money due or, likely to become due to the supplier. The payment or deduction of such compensation / damages shall not relieve the supplier from his obligation to complete the supply order or, from any of his other obligations or liabilities under the contract.

GST on L.D. amount as per law time being in force, shall be levied.

Any delay on the following two accounts beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.

1. 15 days time for inspection from the date of receipt of supplier's inspection call letter.
2. 12 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC.

31. **RISK PURCHASE :** AGREE
In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (M.M.) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).
32. **BANNED OR DE - LISTED CONTRACTORS** AGREE
Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer
33. **FORCE MAJEURE** AGREE
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them 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 event lasts. The cost and loss sustained by either party shall be borne by respective parties The Term 'FORCE MAJEURE' as employed herein shall mean acts of God, Earthquake, Floods and Hurricane / Cyclone, War, Revolution, Riot, Fire, Strike excluding Strike by the employees of the Supplier or their Sub-contractors. Upon the occurrence of such cause the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 7 (seven) days of the alleged beginning thereof giving full particulars and the satisfactory evidence in support of its claim.
34. **PACKING OF MATERIALS :** AGREE
The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.
35. **JURISDICTION OF COURT** AGREE
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.
36. **WORKMEN COMPENSATION** AGREE
The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
37. **PERSONAL PROTECTIVE EQUIPMENT (PPE)** AGREE
Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the Dock premises
38. **REJECTION OF MATERIALS**
Notwithstanding the inspection and passing of samples as per clause no. 25, any material found to be defective in quality and not conforming to the relevant specification, shall be liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove.

Such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the Supplier shall have no claim against the Trustees in respect of the said rejected materials.

BILL OF QUANTITIES (UN-PRICED BID)

[BIDDERS NOT TO QUOTE HERE]

Documents to be downloaded ,filled up, signed, scanned and uploaded in the bidder's letter head

Tender for supply and delivery of Ceiling Fans & Geysers to Haldia Dock Complex.

TECHNO COMMERCIAL BID (Part-I)

Sl. No.	Item Code	Description & Specification	Quantity (in Nos.)	If your offer exactly match to our tender specifications write 'yes' otherwise write 'No'. Specify Make/Brand.
1.	23130208	1200 mm. sweep, AC Ceiling Fans along with following accessories, (i) Four step electronic fan regulator of 6 Amps piano type switch sizes. . ii) Suitable Sizes of down Rods (iii) Hanging shackles and all other hardware items. (iv) Two nos. canopy (1 no. for top and 1 no. for bottom). (v) Double ball bearing (vi) Suitable rating of Capacitor complying with relevant IS and all other accessories. Fans should be suitable for use with nominal voltage 230/240/250 Volt, 50Hz, AC Single Phase supply system. The above ceiling fans will be of Energy Efficient of Five star rating of Bureau of Energy Efficiency (BEE) under the Ministry of Power, Government of India	585	
2.	23130203	1400 mm. sweep, AC Ceiling Fans Generally conform to IS 374 of 1979 with latest amendment if any and ISI marked, along with following accessories, (i) Four step electronic fan regulator of 6 Amps piano type switch sizes. ii) Suitable Sizes of down Rods (iii) Hanging shackles and all other hardware items. (iv) Two nos. canopy (1 no. for top and 1 no. for bottom). (v) Double ball bearing (iv) Suitable rating of Capacitor complying with relevant IS and all other accessories. Fans should be suitable for use with nominal voltage 230/240/250 Volt, 50Hz, AC Single Phase supply system.	45	
3.	233800A2	Stationary storage type [Vertical, wall – mounted type] electric water heater [Geyser], ISI marked, having BEE (Bureau of Energy Efficiency) star rating - 5. Capacity: 25 litre (Approx.) Wattage: 2000 watt. Rated Voltage: 230 V (nominal), 50 HZ, AC single Phase. Each Geyser is to be supplied with all standard accessories , including stainless steel wire braided connector set [02 nos., 18" length)	40	

Signature of Tenderer with Office Seal

Documents to be downloaded ,filled up, signed, scanned and uploaded**1.Pre-Qualification Criteria of Tenderers:**

Following documents for meeting the pre-qualification criteria should be uploaded by the tenderer, duly signed and sealed, along with offer otherwise their offer may be rejected : -

<p>1. Manufacturers or their Authorized Dealers/Distributors/Stockists should submit as Credential for supply of Ceiling Fans/ Geysers / Electrical Consumables/ Electrical Appliances for a cumulative minimum value of Rs. 8.14 Lakhs(Rupees Eight Lakh Fourteen Thousand only), all inclusive, during preceding 5 years ending on 31.10.2017, which should be substantiated by producing relevant Purchase Order copies along with any one or more of the following documents – Certificate of execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted challan copy / Payment receipted documents or any other documents substantiating the proof of supply of materials to the satisfaction of the tender issuing authority.</p> <p>The aforesaid documents are to be submitted as per following format with separate page.</p>				
Sl. No.	Item description with specification	Order nos. & date(with copies of purchase orders)	Nos. of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Value of materials supplied in Rs.
<p>2. Average annual financial turn over during the last 3 (three) financial years should be at least Rs. 4.07 Lakhs (Rupees Four Lakh Seven Thousand only). Audited balance sheet and Profit & Loss account for the last 3 (three) financial years are to be submitted. If due dates (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered. In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.</p>				
3. GST Registration Certificate /Provisional ID Number				
4. Up-to-date Professional tax payment challan				
5. Valid Authorized Dealership/ Distributorship/Stockist Certificate				

To be downloaded ,filled up, signed, scanned and uploaded

DECLARATION OF THE BIDDER

Sr. Dy. Manager (MM Division)
Haldia Dock Complex

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

I / We have deposited Requisite Earnest Money.

OR

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **as per tender condition.**

I / We agree that the period for which the Tender shall remain open for acceptance shall not be **less than 120 days.**

Date :

Place :

Signature of Tenderer with Office Seal
Name : _____

Address: _____

Phone No & Fax No : _____

E-Mail ID: _____

BIDDER'S INFORMATION

Sr. Dy. Manager (MM),
Haldia Dock Complex

Tender No.

HDC/MM/OT-25/23/229

Name of work/Item Description:

Supply and delivery of Ceiling Fans & Geysers to
Haldia Dock Complex.

Name of the Company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the
selected tender?

Yes / No

Is the company having Copy of GST Registration Certificate ?

Yes / No

Is the company having Current valid Professional Tax
Payment Challan (PTPC)?

Yes / No

Is the Company meeting the pre-qualifying criteria
mentioned in the NIT?

Yes / No

Confirm that you will furnish the documentary evidence
against pre-qualification criteria along with your offer.

Yes / No

Are you Manufacturer / authorised dealer / authorized
distributor/ authorised stockist for the tendered materials?

Please indicate your status.

(a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-
Government Agency or Public Sector Unit.

(b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. /
Quasi - Govt. Agency or, PSU.

[Please strike out the alternative which is not applicable in your case out of the following two and initial the
same.]

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with
our offer. I / We undertake and confirm that in case we do not submit these Pre-qualifying document with our
offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be liable for
rejection.

Signature of Tenderer with Office Seal

To be downloaded ,filled up, signed, scanned and uploaded

DETAILS OF STATUTORY LEVIES

SL. NO.	TARIFF HEAD	WHETHER APPLICABLE		
		YES		NO
		TICK MARK	%	TICK MARK
1.	CGST			
2.	SGST			
3.	IGST			

Signature of Tenderer with Office Seal

THE FOLLOWING DOCUMENTS ARE TO BE UPLOADED DULY SIGNED AND SEALED.

SL. NO.	DOCUMENTS	ANNEXURE
1	Photo copy of Credentials as per pre qualification Criteria cl. no. 1.	IV
2	Photo copy of Audited balance sheet and Profit & Loss account as per pre qualification Criteria cl. no. 2.	
3	Photo copy of GST Registration Certificate as per pre qualification Criteria cl. no.3.	IV
4	Photo copy of Up-to-date Professional tax payment challan as per pre qualification Criteria cl. no.4	IV
6	Photo copy of Valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate	
7	Declaration of the Bidder in Bidder's Letter head	V
8	Bidder's Information in Bidder's Letter head	VI
9	Details of Statutory Levies in Bidder's Letter head	VII

Signature of Tenderer with Office Seal

PART-II

ANNEXURE-IX

PRICED BILL OF QUANTITIES

Tender for supply and delivery of Ceiling Fans & Geysers to Haldia Dock Complex.

TENDER No.: HDC/MM/OT-25/23/229

[BIDDERS NOT TO QUOTE HERE]

BOQ Item No.	Description of Item	Unit	Quantity	Unit Rate On F.O.R. upto HDC's Store at Haldia Basis (Landed Cost excluding GST) (Rs /unit)
1.	1200 mm. sweep, AC Ceiling Fans along with accessories. Details mentioned in BOQ Item no.1 in Annexure-III.	nos.	585	
2.	1400 mm. sweep, AC Ceiling Fans along with accessories. Details mentioned in BOQ Item no.2 in Annexure-III.	nos.	45	
3.	Stationary storage type [Vertical, wall – mounted type] electric water heater [Geyser]. Details mentioned in BOQ Item no.3 in Annexure-III.	nos.	40	

General Conditions of Contract

Forms And Agreements

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

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

TABLE OF CONTENTS

		Page
A. INDEX TO GENERAL CONDITIONS OF CONTRACT	- - -	3
B. FORM OF TENDER	- - -	36 – 37
C. FORM OF AGREEMENT	- - -	38 – 39
D. FORMS GC 1, GC 2, GC 3	- - -	40 – 42
E. PERFORMANCE BOND	- - -	43 – 45

GENERAL CONDITIONS OF CONTRACT

INDEX

CLAUSE	Page
1. DEFINITION - - -	4 – 6
2. DUTIES & POWER OF ENGINEER & ENGINEER'S REPRESENTATIVE	6 – 8
3. THE TENDER/OFFER AND ITS PRE-REQUISITES	8 – 12
4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	12 – 19
5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	19 – 23
6. TERMS OF PAYMENT	24 – 27
7. VARIATION AND ITS VALUATION	27 – 28
8. DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT	29 – 31
9. MAINTENANCE AND REFUND OF SECURITY DEPOSIT	32
10. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	33 – 35

DEFINITIONS

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. Chairman
- 1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated. Engineer
- 1.5 "Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer's Representative
- 1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works". Works

- | | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1.7 | <p>“Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.</p> | Temporary works |
| 1.8 | <p>“Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities.</p> | Extra works and
Excess works |
| 1.9 | <p>“Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.</p> | Specification |
| 1.10 | <p>“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.</p> | Drawings |
| 1.11 | <p>“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.</p> | Contract |
| 1.12 | <p>“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.</p> | Constructional
Plant |
| 1.13 | <p>“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.</p> | Site |

1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	"Month" means English Calendar Month.	Month
1.16	"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.	Engineer's Authority
2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	<i>The Engineer shall have full power and authority :</i> (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.	Engineer's Power

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

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

2.6	Provided also as follows :	Engineer's Overriding Power
(a)	Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.	
(b)	If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.	
(c)	Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.	
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	The tender must encompass all relevant aspects/ issues.
(a)	The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	
(b)	The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/Specification/ Nature & extent of work to be done.
(c)	The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Contractor's men/materials.

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

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money		Scale of E. M. Deposit
	For Works Contract	For Contract of Supplying Materials or Equipment only.	
Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. **Method of Paying E.M.**

(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. **Refund of E.M.**

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

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

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

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. **Forfeiture of E.M. before Acceptance of offer.**

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

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

Mode of recovery of balance S.D.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of S.D. recovery.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	

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

S.D. for supply contracts to be deposited in advance.

No interest payable on E.M. /S.D

- 3.5 (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Mode of refund of S.D.
- If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.
- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used

	(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :	Applicability of laws on the contract
	1. The Indian Contract Act, 1872.	
	2. The Major Port Trusts Act, 1963.	
	3. The Workmen's Compensation Act, 1923.	
	4. The Minimum Wages Act, 1948.	
	5. The Contract Labour (Regulation & Abolition) Act, 1970.	
	6. The Dock Workers' Act, 1948.	
	7. The Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).	
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents - Engineers' Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	All Drawings are Trustees' property.
4.5	The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.	Contractor to prepare working / progress drawings

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

- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- 4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.

- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other **agency and the expenses incurred and certified by the Engineer, shall be recoverable from the contractor in whatever manner the Engineer shall deem proper.** This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. Contractor is responsible to protect the work
- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. Fossils, Treasure troves, etc. are Trustees' property

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

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following :
- Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted contractor to the address as appearing in the Trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.
- Notice to Contractor.

4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work
4.21	The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Contractor to provide facilities to outsiders
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Contractor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.	Preliminary time to commence work and maintenance of steady rate of progress
5.2	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.	Contractor's site office

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| 5.3 | Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. | Contractor to observe Trustees' working hours |
| 5.4 | Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. | Contractor to supply all materials as per requirement of the Engineer or his representative |
| 5.5 | Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. | Materials & Works |
| 5.6 | Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost. | Contractor to submit samples for approval |
| 5.7 | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. | Contractor to arrange all testing at his own cost. |
| 5.8 | Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply; | |

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

- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -
- Recovery from Contractor for Trustees' materials under other circumstances.
- (1) The issue rate of the materials at the Trustees' Stores and
 - (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- Contractor to replace materials/work not acceptable to the Engineer or his Representative
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.
- Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

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

6.0 TERMS OF PAYMENT :

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

- 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 token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.
- 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, amounts 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,
- Recording of measurements
- Contractor to prepare and submit his bills
- Advance payment against Non-perishable materials

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

6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	<p>The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :</p> <p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	Engineer's power to vary the works
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract

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| 7.4 | <p>Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.</p> | Where written order for variation is not needed |
| 7.5 | <p>(a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.</p> <p>(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.</p> <p>(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p> <p>(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.</p> | Payment for extra or additional or omitted work or substituted work Engineer's powers |

- 8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT**
- 8.1** Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. **Extension of completion time**
- 8.2** **(a)** If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. **'Liquidated Damage' and other compensation due to Trustees**

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

- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- Default of the Contractors remedies & powers/Termination of Contract.
- (i) The Contractor has abandoned the contract.
 - (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
 - (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
 - (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
 - (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.
- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

- 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT**
- 9.1** On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- 9.2** The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3** On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.
- Contractor's obligation for maintenance of work.
- Certificate of final completion
- Refund of Security Deposit

- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION**
- 10.1** In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. **Engineer's decision**
- 10.2** If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. **Chairman's award.**
- 10.3** If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. **Arbitration.**
- 10.3.1.** If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2** The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3** The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
 - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- [c] Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA
-::FORM OF TENDER::-

CONTRACT NO.:

To

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

I/Weof

.....
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within..... month/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

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

* I/We requiredays/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/we could commence the work.

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

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

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

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

Witness:

Signature:_____

Name:_____

(In Block Letters)

Name of the

Tenderer:_____

Address:_____

Date:_____

Address _____

Occupation:_____

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

THIS AGREEMENT made this day of 19 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The Drawings.
 - c. The General Conditions Of Contract.
 - d. Special Conditions Of Contract (If any).
 - e. The Conditions Of Tender.
 - f. The Specifications.
 - g. The Bill Of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

CALCUTTA PORT TRUST

FORM G.C.1

Contractor _____

Address -----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work :

.....

.....

Estimate No. E.E.O.....Dt.....

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

Work Order No..... Dt

Allocation.....

Contract No.

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

from the _____ day of _____ 20....
to the _____ day of _____ 20....

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

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

CALCUTTA PORT TRUST

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer
The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work :

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

Work Order No.....dt

Contract No.

Resolution & Meeting No.

Allocation :

which was carried out by Shri/Messrs..... is now
complete in every respect in accordance with the terms of the Contract and that
all obligations under the Contract have been fulfilled by the Contractor.

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

CALCUTTA PORT TRUST

FORM G.C.3

(‘NO CLAIM’ CERTIFICATE FROM CONTRACTOR)

The Engineer
Calcutta Port Trust
Calcutta/Haldia.

(Atten:.....)

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

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the
Calcutta Port Trust for the execution of the following work viz:-

Name of work : _____

Work Order No :- _____ dt. _____

Contract No. _____

Agreement No.....Dt.....

and I / we have no further claim against the Calcutta Port Trust in respect of the
above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

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

To
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta / Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Calcutta / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us, (Name

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

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

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

4. We, Branch,
Calcutta / Haldia, further agree that, without
our consent and without affecting in any manner our obligations hereunder, the
Trustees shall have the fullest liberty to vary from time to time any of the terms and
conditions of the said contract to extend the time for full performance of the said
contract including fulfilling all obligations under the said contract or to extend the
time for full performance of the said contract including fulfilling all obligations under

the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Calcutta / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Calcutta / Haldia.

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

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

CALCUTTA / HALDIA

(OFFICIAL SEAL OF THE BANK)