



**KOLKATA PORT TRUST  
KOLKATA DOCK SYSTEM  
DIRECTOR, MARINE DEPARTMENT  
15, Strand Road, Kolkata – 700 001  
Telephone no. 033-2230 3214 / 033-22303451, Extn- 375  
FAX No. 033-2231-3271, Email: [calport@kolkataporttrust.gov.in](mailto:calport@kolkataporttrust.gov.in)  
Website : [kolkataporttrust.gov.in](http://kolkataporttrust.gov.in)**

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**BID DOCUMENT  
FOR THE TENDER  
OF  
SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF TWO NUMBER  
HIGH PRECISION SINGLE FREQUENCY PORTABLE DIGITAL ECHOSOUNDER WITH  
ALL ACCESSORIES ALONG WITH PROVIDING COMPREHENSIVE ANNUAL  
MAINTENANCE FOR SEVEN YEARS AFTER WARRANTY PERIOD.**

**OF  
KOLKATA PORT TRUST  
TENDER NO. MRN/CH/DRW/407/17  
e-TENDER NO. :- KoPT/Kolkata Dock System/1/17-18/459**

**December - 2017**

**Tender Fee: ₹ 1,180/-**

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**e -Tender No.:- KoPT/Kolkata Dock System/1/17-18/ET/459**

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## SCHEDULE OF TENDER (SOT)

<b>Tender No.</b>	<b>MRN/CH/DRW/407/17</b>
<b>Tender Authority</b>	Director, Marine Department, Kolkata Port Trust.,15, Strand Road, Kolkata-700001, Phone:033-2230-3451/ 033-2230-3214 -Extn:375, Fax No: 033-2231-3271 E-mail: <a href="mailto:calport@kolkataporttrust.gov.in">calport@kolkataporttrust.gov.in</a> , <a href="mailto:dmd@kolkataporttrust.gov.in">dmd@kolkataporttrust.gov.in</a> Website: <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>
<b>Mode Of Tender</b>	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System
<b>e -Tender No.</b>	<b>KoPT/Kolkata Dock System/1/17-18/ET/459</b>
<b>Estimated value of Tender</b>	<b>₹ 38.03 Lakhs</b>
<b>Period of Supply</b>	<b>60 Days</b>
<b>Date of NIT available to parties to download</b>	<b>11.12.2017 at 18.00 hrs</b>
<b>Date , time &amp; place of offline Pre-Bid Meeting</b>	<b>29.12.2017 at 11.00 hrs. in the room of Chief Hydrographer</b>
<b>i) Earnest Money Deposit</b>	An amount of Rs.76,100/- (Rupees Seventy Six Thousand One Hundred only) shall be submitted as Earnest Money Deposit by Banker's Cheque / Bank Draft/ Pay Order payable to "Kolkata Port Trust" and payable at Kolkata.
<b>ii) Tender Cost</b>	" <b>Tender Cost</b> " containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized / Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" of <b>Rs. 1180/-</b> (Rupees One Thousand One Hundred and Eighty only) ( <b>including GST</b> ) as the cost towards tender document or Treasury Receipt of the deposit issued by the Treasurer, <b>Kolkata Port Trust</b> , as the case may be. <b>All Banker's Cheques / Pay Orders / Demand Drafts should be drawn in favour of "Kolkata Port Trust" on any nationalized /Scheduled bank having branch in Kolkata.</b>

<b>iii) Transaction Fee</b>	<b>Rs.2250/- (Rupees Two Thousand Two Hundred &amp; Fifty only) (including GST).</b> Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Page No 6 of Annexure A)
<b>Last date of submission of Tender Document Fee and Earnest Money.</b>	<b>5.1.2018 up to 1400 hrs.</b>
<b>Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.</b>	Bidders should attempt to deposit Transaction Fee 3 working days prior to closing of bid to avoid rejection of bid on account of failure to confirm receipt by MSTC
<b>Date of Starting of e-Tender for submission of on line (Techno-Commercial Bid and price Bid) at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b>	<b>12.12.2017 at 1000 hrs.</b>
<b>Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>5.1.2018 at 1400 hrs.</b>
<b>Date and time of opening of Part-I (i.e. Techno-commercial Bid after confirmation of submission of Tender Document Fee and Earnest Money Deposit).</b>	<b>5.1.2018 at 1430 hrs.</b>
<b>Date and time of opening of Price Bid (Part-II).</b>	<b>Bidders to be informed separately.</b>

**INSTRUCTIONS TO TENDERERS**

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

1	<p><b>Process of E-tender :</b></p> <p>A) <u>Registration</u>: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>. Kopt Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt depts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact KoPT/MSTC, (before the scheduled time of the e- tender).</p> <p><b>Contact person (KoPT):</b></p> <p>1. Capt. A.K. Yadav, Chief Hydrographer (I/C) E-mail ID. <a href="mailto:akyadav@kolkataporttrust.gov.in">akyadav@kolkataporttrust.gov.in</a> <b>Mobile: 9836298685</b></p> <p>2. Capt. V.M. Swamy, Commodore E-mail ID.: <a href="mailto:vmswamy@kolkataporttrust.gov.in">vmswamy@kolkataporttrust.gov.in</a> <b>Mobile: 9836298674</b></p> <p><b>Contact person (MSTC Ltd):</b></p> <p>1. Shri S Mukherjee, DM (e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> <b>Mobile- 07278030407, Landline:03322901004</b></p> <p>2. Ms S Maity, AM (e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a> <b>Mobile-09831155225</b></p>
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	<p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.  iii) Signing type digital signature  iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.  To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b><u>Special Note towards Transaction fee:</u></b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE</b></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

7	<p><b>Bidding in e-tender :</b></p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts → Login under KoPT → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click „save“ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprchome">www.mstcecommerce.com/eprchome</a> to familiarize them with the system before bidding.

This paper is for information only bank

**TENDER NOTICE**

e-Tender for “Delivery, supply, installation and commissioning of Two nos. “High Precision Single Frequency Portable Digital Echosounder with all accessories along with providing Comprehensive Annual Maintenance for seven years after warranty period”

Tender No. **MRN/CH/DRW/407/17**

**Estimated value of the work: Rs. 38.03 Lakh**

e- tenders are invited from reliable, bonafide & experienced agency for the above procurement who meet the following pre-qualification criteria:-

**1.0 Prequalification criteria**

**1.1.** The firm must have experience in supplying high precision digital echosounders from reputed manufacturers of Echosounder from India / abroad and completing their successful installation.

**1.2.** The firm must have experience of having successfully carried out similar work during the last seven years upto November, 2017 which should be in the following manner:-

- a) 3 (three) similar completed works costing not less than **Rs.15.21 Lakh** each;  
**Or**
- b) 2 (two) similar completed works costing not less than **Rs.19.01 Lakh** each;  
**Or**
- c) 1 (one) similar completed work costing not less than **Rs.30.42 Lakh**.

“SIMILAR WORK” means Supply, delivery, installation and commissioning of hydrographic survey Echosounders and / or providing comprehensive AMC - of such equipment. **Work experience as a sub-contractor shall not be considered as the requisite qualification.**

**1.3.** The average annual financial turnover of the firm during the last 3 years ending March 2017 should be at least **Rs.11.40 Lakhs**.

**1.4.** Claims for fulfilling the above criteria must be adequately supported by appropriate documents like Work order / Agreement, Performance certificate from previous clients, Audited Balance Sheet and Profit & Loss Account for last 3 years (2014-15, 2015-16 & 2016-17).

Bid Document may be downloaded from:

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

Amendment, Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only.

## 2.0 MODE OF SUBMISSION OF BID

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

**2.2 'Part-I' (Techno-Commercial bid)** - Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.

'Part-I' (**Techno-Commercial bid**) will contain the following documents:-

- a. Brief particulars of the Firm.
- b. Current Trade License and GST registration certificate.
- c. Details of similar supply of echo-sounders previously carried out by the firm with value of each work supported by authentic documents with Work order/ Agreement, Performance Certificate, etc.
- d. A separate letter addressed to the Director, Marine Department confirming that the tenderer has accepted all terms and conditions laid down in the bid document should be enclosed.
- e. Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.
- f. Original Bank Draft / Banker's Cheque / Pay Order payable to "Kolkata Port Trust" for Earnest Money Deposit of Rs.76,100/- physically in the office of the Chief Hydrographer, Marine Department (Addressed to Director, Marine Department), 15, Strand road, Kolkata-700001 before opening of the bid. A photocopy of the same also to be uploaded in their offer through MSTC.
- g. Copy of Treasury Receipt of Rs. 1,180/-, issued by KoPT or original Bank Draft /Banker's Cheque/Pay order in favour of "Kolkata Port Trust" for Rs.1,180/- as cost of Tender Document physically in the office of the Chief Hydrographer, Marine Department (Addressed to Director, Marine Department) 15, Strand road, Kolkata-700001 before opening of the bid. A photocopy of the same also to be uploaded in their offer through MSTC.
- h. NSIC document, if applicable for exemption of Earnest Money Deposit and cost of Tender Document.
- i. That the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.

**2.3 Part-II (Price Bid) shall be submitted as per the enclosed format without any condition or deviation.** Price bid would be opened electronically of only those bidder(s) whose Part – I Techno-Commercial bid are acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part – II (Price bid) through valid e-mail confirmed by them.

### **2.4 UNDERTAKING:**

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

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

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

### **3.0 INSTRUCTION TO BIDDERS**

3.1 The bidders **must upload** all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

3.2 Bidders are advised to submit quotation based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.

3.3 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid, arranging for the mandatory demonstration or for any other expenses incurred in connection with such bidding.

3.4 Please note that there is no provision to take out of list of the parties downloading the tender document from the website mentioned in the NIT. As such, bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website. Please see the website [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/) of MSTC Ltd.

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

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

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

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

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

3.9 While evaluating tenders, regard would be paid to National Defence and Security consideration.

3.10 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.

3.11 Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

3.12 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

3.13 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The Power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

3.14 The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.

3.15 **Techno-commercially qualified bidders will be required to give demonstration of the quoted product at their own cost in Kolkata. In this regard, intimation will be given to bidders for arranging the demonstration at least 10 days in advance. No request for change of date of demonstration will be entertained. Failure to give demonstration on the specified date will be treated as non-compliance of the Tender conditions and the bid will be summarily rejected without any further communication.**

3.16 Price Bids, containing any sort of qualifying expressions will be rejected.

3.17 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.

3.18 Kolkata Port Trust may ask further documents related to experience of similar works for verification if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate (s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

3.19 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust .

3.20 Chief Hydrographer, Marine Department or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Chief Hydrographer, Marine Department taken unilaterally will be final and binding on the bidder.

3.21 The General Conditions of Contract of KOPT shall be applicable wherever relevant.

3.22 NSIC registered firms in relevant categories (under single point registration scheme) are exempted from depositing cost of Tender Document & Earnest Money Deposit. Documentary evidence must be submitted in Part – I (Techno-Commercial bid) of their offer for claim of such exemption otherwise their offer will be rejected.

#### **4. EARNEST MONEY DEPOSIT (EMD):**

4.1 The tenderer shall be required to submit Rs. 76,100/- (Rupees Seventy Six Thousand One Hundred only) as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's cheque or pay order or demand draft (payable at Kolkata). The original Bank Draft/Bankers Cheque/Pay Order must be submitted prior to opening of the techno-commercial part.

4.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier without interest. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

4.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

## 5. SECURITY DEPOSIT

- 5.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the format provided in **Annexure-D** in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 5.2 The Director, Marine Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 5.3 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and formal agreement is to be executed as per format provided (Annexure – E), alongwith a complete set of all documents like Tender document, General Conditions of Contract, amendments (if any), clarifications (if any), etc. duly signed and accepted. Work order will be issued immediately after receipt of Security Deposit.
6. **PRICING OF THE BID:** The Bid shall be quoted as per format of Price Bid. The price shall be inclusive of delivery, supply, installing and commissioning, and should include handling and transportation charges till delivery and commissioning of the echosounders at the designated sites of Kolkata Port at Kolkata, excluding GST. The price shall also include the forging and fitting cost for making a steel-housing with proper fastening arrangements for both the transducers.

### 6.1 Validity of Price Bid:

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (One Eighty ) days from the date of opening of Part-I (Technical & Commercial part of Bid).

### 6.2 Duties and Taxes:

- a. The prices quoted shall be exclusive of any statutory levies and/or other charges levied by any Central/ State/local authorities which shall be paid extra at applicable rates at the time of supply of goods/services.
- b. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider

should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- d. Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- e. Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

## **7. Bid Opening**

### **7.1 Part – I: Technical and Commercial aspects**

One representative of each bidder with appropriate authorisation letter will be allowed during the opening of the bid.

### **7.2 Part – II: Price Bid**

Price bid of only those bidders, whose technical and commercial part are complete and acceptable, and who have successfully demonstrated their product, shall be opened on a suitable date to be intimated beforehand.

## **8.0 Evaluation and comparison of bids**

7.1 The bid will be evaluated based on the filled-in technical and commercial formats which have been uploaded.

7.2 Kolkata Port Trust reserves the right to accept price part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata Port Trust will not open the price part of the offer (Part-II) of the bidders whose Technical and Commercial aspects in their offer are not acceptable or incomplete.

7.3 The Bids received and accepted will be evaluated by method indicated in this Price Bid.

## **8. Signing of the contract**

Within 30 days of the placement of work order, the successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial stamp paper of Rs. 50/-. The formal agreement is to be executed as per format provided (Annexure – E), alongwith a complete set of all documents like Tender document, General Conditions of Contract, amendments (if any), clarifications (if any), etc., duly signed and accepted by the party.

## **9. INTERPRETATION OF TERMS**

*In the contract and specification the following works and expressions that have the following meanings:*

*THE TRUSTEES - The expression “THE TRUSTEES” means the Board of Trustees of the Port of Kolkata.*

*THE DIRECTOR MARINE DEPARTMENT – The expression “THE DIRECTOR MARINE DEPARTMENT” means the office holding that post under the Trustees and includes his successors in office.*

*THE ENGINEER – The expression “THE ENGINEER” means the Chief Hydrographer, Marine Department, for the purpose of this contract only.*

*THE ENGINEER’S REPRESENTATIVE - The expression “THE ENGINEERS REPRESENTATIVE” means any officer or person from time to time deputed by the Trustees or Director, Marine Department to act on their behalf for the purpose of this contract.*

## **10. SCOPE OF WORK:-**

The work involves supply, delivery, installation and commissioning of Two nos. High Precision Single Frequency Portable Digital Echosounder with all accessories complying with the tendered specifications for conducting Hydrographic Survey in the River Hugli including Estuary and Comprehensive Annual Maintenance including supply of spares for a period of 7 years from the successful completion of warranty period of 12 months.

The proposed work will include but not be restricted to the following: -

1. Supply, delivery, installation & commissioning of Two nos. High Precision Single Frequency Portable Digital Echosounder with all accessories.
2. Provide fully covered steel-housing arrangement for proper securing of the 2 nos. transducers & their cables for their safe deployment outboard. Care should be taken with the design of the steel-housing so that there is negligible chance of fishing net ropes getting entangled with it.
3. To provide Comprehensive Annual Maintenance including supply of spares for period of 7 years from the successful completion of warranty period of 12 months.

## 11. TECHNICAL SPECIFICATION OF DIGITAL HYDROGRAPHIC ECHOSOUNDER

1.	Transducer Frequency	From 190 to 210 KHz
2.	Depth Range	0.2 mtrs. to 200 mtrs.
3.	Measurement Accuracy	$\pm 0.1\%$ of Depth
4.	Resolution	1 cm
5.	Phasing	Automatic / Manual Change of scale with around 20% overlap
6.	Digital Display	Echosounder should be capable of displaying every centimetre of depth in its inbuilt digital display, or through a laptop interface to be provided alongwith the echosounder.
7.	Unit of Measurement / display	Meters.
8.	Operating Control	Should consist of touch pad / input device through which one should be able to change the settings for the following: <ul style="list-style-type: none"> <li>• Draft and Velocity inputs</li> <li>• Time and date</li> <li>• Blanking</li> <li>• Calibration Gate</li> <li>• Alarm Filter</li> </ul>
9.	Calibration	Bar checking facility should be provided. Calibration menu with controls of transducer draft and index plus sound velocity and bar depth controls should be available.
10.	Interfaces	
	(a) Serial Interface	Data protocol as per NMEA standard with RS232 and RS422 interface for survey software like Hypack etc. Data output : NMEA 0183 , DESO 25, NMEA DBT, ODOM etc.
	(b) External computer interface	Inputs from motion sensor and sound velocity sensor. Outputs to external computer.
11.	Input power supply	Equipment should be capable of working in both with 10 - 30 volt DC (standard) as well as AC supply of 230 volt $\pm 0.1\%$ . Reverse polarity and over voltage protection required.
12.	Operating Temperature	0-50° (workable in marine environment).
13.	Sound Velocity Range	1400 - 1600 m/s
14.	Physical Dimension and weight	Should be portable, splash proof and come with a rugged carry-on-case.
15.	Transducer housing	High quality stainless steel over-the-side side mount with extension steel pipe of at least 2 mtrs. length, with arrangements for firmly securing to the vessel's side.
16.	Accessories	All accessories for the operation of the Echo-Sounder including power cables (both AC as well as DC), interface cables (serial to USB cable) and side mounting brackets / fittings for mounting the transducer (see 15 above) etc. should be supplied. The transducer cable length should be minimum 10 metres. Data I/O plug kit must be supplied along with the Echo-Sounder.

N.B: Any other additional feature available with the model for better performance of the echo-sounder will be accepted.

12. **Stipulated period for supply of the Echosounders & their accessories:-**

60 days from the date of placement of work order.

13. **Payment schedule**

- a) After the issuance of 'Letter of Intent', Security Deposit as per Clause 5.1 above will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit.
- b) The total cost of the echosounders as per Sl. No. 1 of Price Bid (Annexure – C) and as accepted by KoPT will be paid within one month after supply, delivery, installation and satisfactory commissioning of both the echosounders at the designated location of KoPT.
- c) CAMC charges will be paid during CAMC period on successful completion of each year subject to certification by the user units towards compliance of Clause 16.

13. **Termination of Contract**

KoPT at its sole discretion may terminate the contract without any notice, if the contractor fails to deliver the echosounders within 30 days after expiry of stipulated period (CI No. 11).

14. **Location of supply**

The echosounders and their accessories should be supplied at the designated site in Kolkata or nearby location as per the instruction of KoPT.

15. **Guarantee**

The Contractor shall stand guarantee for 12 months of satisfactory performance of the echosounders.

16. **Comprehensive Annual Maintenance Contract**

- a) The defective equipment should be restored to working order within 5 (five) working days after reporting of fault through email / SMS. Failure to restore the equipment within 5 (five) working days will attract imposition of penalty at the rate of ½% of pro-rata value of CAMC for the year for every week or part thereof, subject to a maximum of 10% of the total value of CAMC for that year. However, penalty will not be imposed if a substitute echosounder is provided within the specified period of 5 (five) working days till restoration of the equipment in working condition. Fault is to be attended to by the contractor at Kolkata / Haldia if it is not practicable to restore the same at site.

- b) During the Annual Maintenance period, payment will be made annually on completion of each year on production of bill accompanied by a certificate certifying satisfactory services by the using unit. Successful bidder will be required to depute their Service Engineer quarterly for normal check up of the machines and they have to maintain a log book or card certified by the users.
- c) In case of refusal / discontinuance of providing CAMC by the contractor over the entire 7-year contractual period after completion of one year warranty period, the contractor will be liable to reimburse KoPT the cost as may be necessary for carrying out CAMC for the entire / remaining period.

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

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

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

17.3 If there is still no settlement as mentioned at Clauses – 16.1 & 16.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

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

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

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

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

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

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

17.10 **PROVIDED ALWAYS AS FOLLOWS :-**

a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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

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

**18. List of enclosed formats**

Format of Price Bid- Annexure C

Format of Bank Guarantee- Annexure D

Format of Agreement- Annexure E

**e-tender No. KoPT/Kolkata Dock System/1/17-18/ET/459**

**FORMAT OF PRICE BID**

SUPPLY, TESTING & INSTALLATION OF TWO NUMBER HIGH PRECISION SINGLE  
FREQUENCY PORTABLE DIGITAL ECHOSOUNDER WITH ALL ACCESSORIES ALONG WITH  
PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE FOR SEVEN YEARS AFTER  
WARRANTY PERIOD

<b>Sl. No.</b>	<b>Description</b>	<b>INR (Exclusive of all Taxes &amp; Duties)</b>
1.	Unit Price (CIP Kolkata) including all accessories, installation and commissioning	
2.	Any other item necessary to complete the work (Refer to Clause 10 (2) above)	
3.	Comprehensive Annual Maintenance Contract for Seven (7) years with year wise break up , after one year free warranty period	1 <sup>st</sup> yr : 2 <sup>nd</sup> yr: 3 <sup>rd</sup> yr: 4 <sup>th</sup> yr: 5 <sup>th</sup> yr: 6 <sup>th</sup> yr: 7 <sup>th</sup> yr: Total:
4.	Other taxes and duties (Indian or foreign), if any, EXCEPT for GST	
5.	Total Cost (1+2+3+4)	

**Evaluation of offer will be made on the basis of Total Cost (5).**

1. Bidder should quote only in INR. In case the offered equipment is required to be imported from abroad, the same should be done by the contractor. Clearance from customs / ware house etc. is to be done by the contractor and should be delivered to Chief Hydrographer, Marine Department of KoPT or at designated place of KoPT.
2. GST as applicable will be paid extra and shall not be considered for evaluation of the bids.
3. Taxes and Duties (Indian or foreign) presently applicable should be indicated separately both in percentage and amount including GST.

Price Header

1. All inclusive rate in Rs. / Unit (a)
2. Total Cost for 2 Units in Rs. (b)
3. GST (in amount).....(c)
4. GST (in %)......(d)

FORMAT OF BANK GUARANTEE  
(FOR SECURITY DEPOSIT)

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

To  
The Board of Trustees  
For the Port of Kolkata.

BANK GUARANTEE NO. \_\_\_\_\_ DATE \_\_\_\_\_

Name of Issuing Bank \_\_\_\_\_

Name of Branch \_\_\_\_\_

Address \_\_\_\_\_

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messers \_\_\_\_\_ a proprietary / partnership / Limited / Registered Company, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the "Contractor") from cash payment of Security Deposit under the terms and conditions of a contract made between the Trustees and the Contractor for the supply, testing & installation of two number high precision single frequency portable digital echosounder with all accessories along with providing comprehensive annual maintenance for seven years after warranty period 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, \_\_\_\_\_

Bank \_\_\_\_\_ Branch, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) we \_\_\_\_\_ Bank \_\_\_\_\_ Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these presents.

1. We, \_\_\_\_\_ Bank \_\_\_\_\_ Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there is any dispute between the contractor and the Trustees, this would be no ground for us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ Branch, to decline to honour the Bank

Guarantee in the manner aforesaid. The very fact that we \_\_\_\_\_ Bank \_\_\_\_\_ Branch decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference whatsoever, to the contractor.

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

3. We \_\_\_\_\_ Bank \_\_\_\_\_ Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the 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 \_\_\_\_\_ days of 2017 and subject also that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto \_\_\_\_\_ or any extension thereof made by us \_\_\_\_\_ Bank \_\_\_\_\_ Branch \_\_\_\_\_ in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We \_\_\_\_\_ Bank \_\_\_\_\_ Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time (any of the terms and conditions of the said contract to extend the time) for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we \_\_\_\_\_ Bank \_\_\_\_\_ Branch shall be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us \_\_\_\_\_ Bank \_\_\_\_\_ Branch.

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

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK \_\_\_\_\_

BRANCH \_\_\_\_\_

(OFFICIAL SEAL OF THE BANK)

FORMAT OF AGREEMENT  
Rs.50/- STAMP PAPER

AGREEMENT FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF TWO  
NUMBER HIGH PRECISION SINGLE FREQUENCY PORTABLE DIGITAL ECHOSOUNDER WITH  
ALL ACCESSORIES ALONG WITH PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE  
FOR SEVEN YEARS AFTER WARRANTY PERIOD

This Agreement made on the \_\_\_\_\_ day  
of \_\_\_\_\_ 2017 between the Board of Trustees for the Port of  
Kolkata a body corporate constituted by the Major Port Trust Act, 1963 (No.38  
of 1963), having its Head Office at 15 Strand Road, Kolkata - 700001,  
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

M/s. \_\_\_\_\_  
having its registered office at \_\_\_\_\_ hereinafter called  
the "Contractor" (which expression shall unless excluded by or repugnant to the  
context be deemed to include its assignees or successors in office) of the other  
part.

WHEREAS the Trustees are desirous that the work of supply,  
testing & installation of two number high precision single frequency portable  
digital echosounder with all accessories along with providing comprehensive  
annual maintenance for seven years after warranty period should be carried out  
by the Contractor and the Contractor has agreed to undertake the work at their  
quoted price and as accepted by Kolkata Port Trust

Now this Agreement Witnesseth as follows:-

1. In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in the Tender Document issued while  
inviting this Tender.
2. The following Documents shall be deemed to Form and be read and  
construed as part of this Agreement, viz. :-
  - 2.1. The Tender Document and acceptance of the Tender as per terms and  
conditions finalised and accepted by both parties prior to opening of the Price  
Bid submitted by the Contractor.
  - 2.2 The Trustees General Conditions of Contract, unless superseded by  
documents identified in 2.1 above.
  - 2.3 The price Bid as submitted by the Contractor and as accepted by the  
Trustees.
  - 2.4 The Work Order No \_\_\_\_\_ dated \_\_\_\_\_.

2.5 All correspondence and minutes of meetings by which items 2.1 to 2.4 is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payment to be made by the Trustees to the Contractor as herein after mentioned, the Contractor hereby covenants with the Trustees to do the supply, installation and commissioning of 2 nos single-beam echosounders as per conditions and scope of work and to the order of the Trustees in conformity in all respect with the provision of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the Trustees have caused their Common Seal to be hereunto affixed and the Contractor has hereunto set it's hand and seal the day and year first above written.

The Common Seal of the Trustees  
for the Port of Kolkata was hereunto  
affixed in the presence of

Chief Hydrographer  
Marine Department.

#### AUTHORISED SIGNATURE OF CONTRACTOR

Common Seal of  
Contractor

WITNESSES :-

1. \_\_\_\_\_

2. \_\_\_\_\_

**GENERAL CONDITIONS OF CONTRACT**  
**Forms and Agreements**

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

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

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**1. DEFINITIONS**

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

(without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.
- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

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

construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

### **3. THE TENDER / OFFER AND ITS PRE-REQUISITES**

3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way- leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, ad also by complying with the General and Special Conditions of Contract.
- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statues, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

3.2. The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and

shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialing of the revised figure.

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

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

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

(b) Earnest Money shall be deposited with Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalized Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Kolkata Port Trust" and payable at Kolkata / Haldia Holding as the case may be and the receipt granted there for be kept attached to the Tender / offer in the Sealed Cover.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalized Bank of Kolkata / Haldia.

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

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

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

- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

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

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

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

3.5 (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.

- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of

their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

- 3.5. If stipulated in the contract as a Special Condition, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata/Haldia Branch, as the case may be, of any Nationalized Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the contract shall be liable to be terminated and the Earnest Money are liable to forfeiture; all at discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such bank guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

#### **4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**

##### **4.1.**

- (a) The contract documents shall be drawn-up in English language.
- (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:
  - i. The Indian Contract Act, 1872.
  - ii. The Major Port Trust, Act, 1963.
  - iii. The Workmen's Compensation Act, 1923.
  - iv. The Minimum Wages Act, 1948.
  - v. The Contract Labour (Regulation & Abolition) Act, 1970.
  - vi. The Dock Workers' Act, 1948.
  - vii. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.

- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.

- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13. From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his down cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- 4.14. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
- (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
- (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.

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

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

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case

of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

- 4.20. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.21. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.22. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 4.23. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

## **5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or

his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.

- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
  - (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
  - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than —Excepted Risks<sup>ll</sup>, the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
  - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
  - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
  - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills

or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—

- i. The issue rate of the materials at the Trustees' Stores, and
  - ii. The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
- i. Otherwise provide for in the contract, or
  - ii. Necessary by reason of some default on the part of the Contractor, or
  - iii. Necessary by reason of climatic conditions on the site, or
  - iv. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.

- 5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

## **6. TERMS OF PAYMENT:**

- 6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

- 6.5. Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the —net payable' sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—
- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
  - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
  - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
  - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
  - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7.No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.

6.8.No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

## **7. VARIATION AND ITS VALUATION:**

7.1.The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.

7.2.The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any work included in the contract.
- c) Change the Character or quality or kind of any work included in the contract.
- d) Change the levels, lines, position and dimensions of any part of the work, and
- e) Execute extra and additional work of any kind necessary for completion of the works.

7.3.No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

7.4.Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of —Liquidated Damaged Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the contractor. If an extension of completion time is granted by the Engineer, the clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communication by the Engineer, as aforesaid.

- 8.2.a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty,  $\frac{1}{2}$  % (half percent) of the total value of work (contract price) as mentioned in the latter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage in Sub-Clause (a) of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the contractor by the Engineer or his Representative.
- 8.3. Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- (i) The Contractor has abandoned the contract.
  - (ii) In the opinion of the Engineer, either the performance of the Contractor is not satisfactory or the work is not getting completed within the agreed period on account of Contractor's lapses.
  - (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions, has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
  - (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him.
  - (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

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

- 9.1. On completion of execution of the work the contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the initial Completion Certificate in the Form G.C.1. Any defect / fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his Representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in manner deemed suitable by the Engineer.
- 9.2. The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a final Completion Certificate in Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The

Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his —No further claim Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

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

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

may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made there under, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5. Provided always as follows:

- (a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- (c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

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

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

**CONTRACT NO** .....

To,

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

I/We ..... of

.....

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

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

(Repeat in words).....

.....

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

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

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

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature .....

Name of the Tenderer .....

Name .....

(In Block Letters)

(In Block Letters)

Address .....

Dated .....

.....

Address .....

Occupation .....

.....

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

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

WHEREAS the Trustees are desirous that certain works should be executed / constructed, viz.

.....  
and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work

NOW THIS AGREEMENT WITNESSETH as follows :

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

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

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

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

Was hereunto affixed in the presence of:

Name .....

Address .....

.....

**Or**

**SIGNED, SEALED AND DELIVERED**

by the said .....

*In the presence of:*

Name .....

Address: .....

.....

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

Name.....

Address: .....

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

Contract .....

Address .....

Date of Completion .....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work .....

Estimate Number E.E.O .....dt .....

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

Work Order Number .....

Allocation .....

Contract Number .....

Which was carried out by you is in the opinion of the undersigned completing in every respect on the ..... Day of .....20..... in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of ..... Days /weeks / months / years.

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

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

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

Name.....

Designation.....

Office Seal

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

### KOLKATA PORT TRUST

#### FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

### CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work .....

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

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

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

Contract No .....

Resoln. No & Meeting No .....

Allocation .....

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

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

Name.....

Designation.....

Office Seal

**KOLKATA PORT TRUST**

**FORM G.C.3**

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn .....)

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

Dear Sir,

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

Name of Work .....

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

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

Agreement No .....dt.....and I/We

have no further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

.....

(Official Seal of the Contractor)

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

To

The Board of Trustees

for the Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

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

..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at .....

(hereinafter referred to as —The Contractor) from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....

(write the name of the work as per Work Order) in terms of the Work order No ..... dated.....(hereinafter referred to as —the

said contract), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs ..... (Rupees .....

..... )

we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees .....)

We.....Branch, Kolkata

...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata ..... /Haldia shall have

no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of —Kolkata Port Trust, without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....

.....(Name of Bank), ..... Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid.

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

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

3. We, ..... Branch, Kolkata .....  
/Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect,  
during the period that is taken for the due performance of the said contract by the contractor and that is  
shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and  
conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full  
and/or till the Trustees certify that the terms and conditions of the said contract have been fully and  
properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank  
Guarantee, subject however, that this guarantee shall remain valid up to and inclusive of  
.....day of .....19.....and subject all so that the  
provision that the Trustees shall have no right to demand payment against this guarantee after the  
expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to  
..... Or any extension thereof made by us, .....Branch, Kolkata  
...../Haldia, in further extending the said validity period of this Bank Guarantee  
on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a  
written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)