

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

**TENDER FOR CONSTRUCTION, OPERATION &  
MAINTENANCE OF FLY ASH JETTY AT HDC, KOPT**

**TENDER NO : SDM/ RZ/2014 - 15/T/26**

**[ 2<sup>ND</sup>. CALL ]**

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**DISCLAIMER**

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This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

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HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

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**NOTICE INVITING TENDER**

**HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**INVITES TENDER FOR**

**Construction, Operation and Maintenance of Fly Ash Handling Jetty at HDC, KoPT**

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[ 2<sup>ND</sup>. CALL ]**

Earnest Money	Non refundable Tender Fee	Last date and time of downloading of Tender Document	Date and Time of Pre-Bid Meeting	Last Date and time submission of Tender
i) Rs 4,00,000/- (In Rupees Four Lakh only)	INR 5000/- (In Rupees Five Thousand only)	Till 13 : 00 Hrs. of March 19 <sup>th</sup> , 2015	11: 00 Hrs. of March 9 <sup>th</sup> , 2015	15 : 00 Hrs. of March 20 <sup>th</sup> , 2015

Tender document can be downloaded from <http://www.haldiadock.gov.in> or <http://www.kolkataporttrust.gov.in>. Tender Document shall neither be issued by post nor sold.

P. Dasgupta,  
Sr. Deputy Manager,  
I&CF Division,  
Haldia Dock Complex  
Kolkata Port Trust

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**1. SCOPE OF WORK AND OTHER OBLIGATIONS:-**

- 1.1 The contractor shall Construct & Maintain a Fly Ash Handling Jetty along with all associated civil, mechanical & electrical installations and shall operate such Ash Handling Facility for a period of 10 (Ten) years for transference & loading of bulker borne fly ash cargo to ash handling barges through pipeline with the aid of compressor back up as per requirement of users, at his risk, cost & expenses, responsibilities, manpower and other arrangements at Haldia Dock Complex , Kolkata Port Trust.
- 1.2 Component wise detailing of the Fly Ash Jetty is furnished hereinafter seriatim :-

Components of Fly Ash Jetty	Detailing of component along with specification	Quantity to be constructed, operated and maintained	Remarks
1. Pontoon	M.S pontoon with associated structural viz, beams, angles, plates etc. and mooring scuttle, fairlead & bollards measuring 30 M. (Maximum Length) X 9.82 M. (Maximum Width) X 1.8 M. (Maximum Depth) with rubbing plate on top with complete painting including transportation and anchoring (With aid of mooring material as indicated hereinafter in Sl. No.-2) at 50 M. (Minimum) upstream of Existing IWAJ Jetty at about 60 M. (Minimum) away from embankment edge inside river at HDC. (Centre line coordinates of the Jetty is 22 deg. 02 mint. 19.8 sec. North & 88 deg. 06 mint. 44.97 sec. East).	1 No.	The registration from appropriate authority for floatation from manufactacturing unit and use of the same at the river shall have to be obtained by successful bidder prior installation of same at HDC.
2. Mooring Material	a) Cast steel open linked mooring chains with shackles. i) Maximum 64 MM. dia. 27.5 M. long (With necessary 'D' shackles). ii) Maximum 51 MM. dia. 27.5 M. long (With necessary 'D' shackles). b) Single/Double fluke Anchor (1.5 MT capacities maximum).	4 Nos. 4 Nos. 2 Nos.	The anchoring of mooring material for installation of pontoon at designated location at HDC is included in Item No. - (1).

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	c) Dead man at shore to accommodate shoreward mooring chains etc.	2 Nos.	
3. Shore to Pontoon Gangway	Minimum 1 m wide and 60 M. long (Maximum) M.S gangway with intermediate structural supports placed at convenient spacing with over hangs on each side to accommodate the Ash Handling pipelines.	1 No.	The intermediate supports may be made of rail piles and yoke to be placed at last gangway support while the last end of gangway to be placed on Pontoon jetty with roller to accommodate tide fluctuation.
4. Fixed Ash Handling pipelines with valves	Minimum 200 MM. dia. Ductile Iron double flanged pipelines conforming relevant codes of latest Rev. each of 70 M. long (Maximum) with inside lining with high alumina cement and outside painted with Zinc coating & Bitumen coating .	4 Nos.	The pipeline will be laid over the overhangs from shore up to the Pontoon Jetty, through which Ash loading activity from Ash Bulkers to Ash Handling barges will be carried out.
5. Flexible Ash handling pipelines	Minimum 200 MM. dia. braided flexible double flanged pipelines on each side of the fixed pipeline conforming to relevant code of latest Rev. each.	8 Nos.	These pipelines will be connected on both sides of the fixed pipelines during ash loading. At shore the flexible will be connected between the ash bulker to the fixed pipeline while at Pontoon side the flexible will be connected between the fixed pipeline and the manifold of ash handling barge to which the ash is to be loaded.
6. Air Compressor	Diesel Engine driven Screw air compressor (Minimum 450 CFM) with minimum working pressure 12 Kg. per Sq. Cm. with minimum line pressure of 6 Kg. per Sq. Cm.	2 Nos.	Air compressors will be installed at Shore to facilitate the ash handling loading operation from Bulker to barge.
7. High Mast & associated Electrical facility	High mast with Electrical cable connectivity from nearby available source will be provided for aiding illumination so as to ensure loading operation at Night shift.	1 Nos.	



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\* **Note:**

The contractor will provide the design and drawings of the Ash Handling Facility to be installed to HDC, KoPT together with a Method Statement for Ash Handling operation proposed after receipt of the Lol / signing of Agreement whichever is earlier for examination of HDC, KoPT. In case HDC, KoPT gives any suggestion for modification of the design and drawings, the contractor shall incorporate the same. The suggestion of HDC, KoPT will be given within 7 days from the date of receipt of design and drawings. In case HDC, KoPT does not furnish its suggestions within the said period of 7 days, it will be construed that KoPT has no suggestion to offer.

- 1.2 The proposed ash handling facility shall be available to the port users on common user basis and the contractor shall endeavor to load 2000 MT. of ash per day to the barges calling at this Jetty.
- 1.3 The contractor shall not, without prior approval of HDC, KoPT, remove or replace the ash handling facility and associated infrastructure.
- 1.4 The contractor shall deploy required manpower for operation and maintenance of all the proposed ash handling facility as per the provisions of the contract.
- 1.5. The contractor shall indemnify HDC, KoPT from the possible future demand of the employees / workers employed by the contractor that they be absorbed in HDC, KoPT. It will be the responsibility of the contractor to find a solution for such demand if it arises.
- 1.6 The contractor shall at its cost and arrangements insure the proposed facility to be supplied, installed, operated and maintained by it and ensure that these are revalidated from time to time throughout the period of the contract.
- 1.7 The contractor shall at its own cost and arrangement obtain and maintain all required statutory clearances and permissions as may be required by law for operation and maintenance of the ash handling facility.
- 1.8 The contractor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard.
- 1.9 The Contractor shall, at all times during the currency of the contract, ensure highest standards of safety while operating the jetty facility also,

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- (a) In case of HDC, KoPT assets / property / employee suffering damage or sustaining injury (fatal / non-fatal) as the case may be, the contractor shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to KoPT, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by HDC, KoPT official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of HDC, KoPT official, within the period to be indicated by HDC, KoPT.
- (b) The liability of the contractor in respect of the third party shall be ascertained through a joint inspection of the damaged property / injured person involving the contractor, the Port and the affected party, followed by a report to be submitted by a registered Surveyor, to be engaged by the affected party. If the contractor is found liable for all the damages in the aforesaid report, the Surveyor shall determine the extent of compensation and the contractor shall make good the losses. In case of failure on the part of the contractor to attend the joint enquiry / inspection despite prior intimation for the same, the report as stated above will be finalized in absence of the representative of the contractor and the same will be treated as final and binding on the contractor.
- (c) In case of loss of life or injury caused to any person, the Contractor shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

Note: In case of non-compliance with the above provisions, HDC, KoPT will be at liberty to realize the cost of compensation from any amount due to the contractor.

- 1.10. The contractor shall keep HDC, KoPT indemnified throughout the period of the contract for any loss, damage and expenses whatsoever which HDC, KoPT may suffer or may have to suffer due to fault on the part of the contractor in operating and maintaining the the jetty facilities and in discharging other obligations as per provisions of the contract. Assessment of damages, expenses, cost etc. if any, will be carried out jointly by HDC, KoPT and the contractor. In case of absence of the contractor for joint inspection, assessment done by HDC, KoPT will be final and binding on the contractor. In case the contractor damages property belonging to parties other than HDC, KoPT, assessment of damages, expenses, costs etc. if any, will be carried out jointly by HDC, KoPT, the contractor and the affected party concerned.
- 1.11 The contractor shall at its own cost and arrangement promptly repair / replace or restore any of the ash handling facility /associated infrastructure or any part thereof which may be lost, damaged or destroyed.
- 1.12 The contractor shall not assign the contract to any other agency without approval of HDC, KoPT.
- 1.13 The contractor shall allow HDC, KoPT or any statutory authority to inspect ash handling facility and associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by HDC, KoPT or the said statutory authority with regard to ash handling facility and associated infrastructure.

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- 1.14 The contractor shall be responsible for payment of Taxes, Duties, Cess, Assessment or any other charges which may be levied by any statutory authority during the currency of the contract.

If during the period of the contract, any new Tax / Duty / Cess or any other charge is imposed / levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of contract, then the same would be paid by HDC, KoPT to the contractor at actual on production of relevant proof.

- 1.15 The contractor shall submit different reports as per periodicity to be mentioned by HDC, KoPT during the currency of the contract.

- 1.16 Security of the Ash Handling facility to be set up by the contractor will be provided by the contractor at its cost, arrangement and liability.

- 1.17 HDC, KoPT will provide maximum of 10 Sq. M. of land and also 400 Sq. M. water front to the contractor free of cost for installing compressors and the Jetty & associated facilities. The Jetty facility will be utilised only for fly ash handling. Jetty hire charges for handling barges /vessels will be realised by HDC, KoPT as per approved HDC, KoPT scale of rates.

- 1.18a) HDC, KoPT will provide electricity and water to the contractor as may be required on chargeable basis from its available sources. If required, the contractor may have to lay its own water / electric line from nearest HDC, KoPT source up to its place of requirement for which HDC, KoPT will grant way leave license on chargeable basis as per prevailing Rent Schedule. The land for office space of the contractor as may be required will be on chargeable basis as per prevailing Rent Schedule.

- 1.18(b) Regarding electricity and water supply, necessary meters should be installed by the contractor at its own cost.

- 1.19 The contractor will be allowed to install telephone(s) and other communication arrangements for communication purpose at its cost and arrangement.

- 1.20 In case of operational exigencies, the contractor may have to obtain required permits for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of HDC, KoPT in vogue at HDC. The required permits / licenses will be given free of cost.

- 1.21 HDC, KoPT will not guarantee any minimum quantum of ash handling to be supplied, and operated by the contractor. The tenderer may however, approach General Manager (Traffic), I/C for collecting details regarding ash handling at HDC to the extent available.

- 1.22 All the charges for use of the Ash Handling Facility to be constructed, operated and maintained by the contractor shall be recovered by HDC, KoPT directly from the users of the

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facilities. The contractor shall be paid by HDC, KoPT according to the provisions detailed at Clause - 8 of the Tender Document.

- 1.23 The contractor shall regulate the traffic calling at the ash handling facility for availing services by strictly enforcing single line queue system with unidirectional flow of ash handling bulkers. The contractor shall also ensure that vehicles are unloaded expeditiously to avoid congestion or long queue in and around the facility.
- 1.24 HDC, KoPT will have the right to inspect the Ash Handling Facility in case of receipt of customer complaint. The contractor shall have to abide by the directives of HDC, KoPT for taking appropriate remedial measures.
- 1.25 The contractor shall hand over the Jetty after completion of the contract period to HDC, KoPT free of any cost.
- 1.26 The quantity of loaded Fly Ash in Barge/s will be ascertained on the basis of draught survey taken on loaded and unloaded condition.

## **2. ELIGIBILITY CRITERIA:-**

2.1 Intending Tenderer(s) as a Single Entity is eligible to participate in the tender for Construction, operation and maintenance of Ash handling facility. Further, the Tenderer(s) may be natural person, private entity or Government entity. Participation in form of Consortium will not be allowed.

2.2 A Tenderer shall fulfil the following conditions of eligibility for participation in the Tender :

### **2.3.1 Technical Capability (Essential Experience)**

i) Must possess experience of handling dry bulk or liquid bulk cargo through pipeline transfer in one or more marine port or cargo handling terminals for a quantum of 0.125 MMT in a single year over a period of last 3 years ending on 31.01.2015 or experience of handling dry or liquid bulk cargo through pipeline transfer in one or more marine port or cargo handling terminals for a quantum of 0.25 MMT over a period of last 3 years ending on 31.01.2015 .

or

ii) A) Must possess experience of handling dry bulk or liquid bulk cargo through pipeline transfer as O&M Contractor in a single year in one or more marine port or cargo handling terminals to the extent of any of the following, in last 3 years duration ending on 31.01.2015 ,

- a) Three completed works\* each costing not less than Rs 12,50,000/-
- b) Two completed works\* each costing not less than Rs 15,62,500/-
- c) One completed work\* costing not less than Rs 25,00,000/-

Or

ii) B) Must possess experience of handling dry bulk or liquid bulk cargo through pipeline transfer as O&M Contractor in one or more marine port or cargo handling terminals to the extent of any of the following, in last 3 years duration ending on 31.01.2015 ,

- d) Three completed works\* each costing not less than Rs 25,00,000/-

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- e) Two completed works\* each costing not less than Rs 31,25,500/-
- f) One completed work\* costing not less than Rs 50,00,000/-  
or

iii) Must have experience of construction of Berth/Jetty during the period of last 7 years ending on 31.01.2015 to the extent of any of the following:

- a) Three completed works\* each costing not less than Rs 76,00,000/-
- b) Two completed works\* each costing not less than Rs 95,00,000/-
- c) One completed work\* costing not less than Rs 1,52,00,000/-

Note 1: The term “**work(s)**” means Completed work(s).

Note 2: The term “**completed work(s)**” means the executed / completed portion of work order, even if the work has not been completed in totality(subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the Bidder / Tenderer satisfactorily).

### 2.3.2 Financial Capability

The Average Annual Financial Turn Over of the Tenderer during the last three completed financial years ending on 31.01.2015 should be at least Rs 57,00,000/-

### 2.4 Evaluation Criteria

- a) The Tenderer(s) shall quote their price offer as per format prescribed at Appendix-15.
- b) The Techno Commercially qualified bidder quoting the lowest rate individually for the Ash Handling Facility will be considered as the successful bidder for award of the contract.

## 3. GENERAL INFORMATION FOR THE TENDERER:-

### 3.1 Location of the Ash Handling Facility

The location of Ash handling facility will be shown to the successful bidder(s) by HDC, KoPT immediately on receipt of acceptance of the Lol.

### 3.2 Pre-Bid Conference:-

(a) A pre-bid conference will be held at 11:00 Hours on 09.03.2015 at Jawahar Tower Conference Room, Haldia Dock Complex (HDC), Haldia Township, Purba Medinipur, PIN – 721607.

(b) The intending Tenderer are advised to formulate their queries relating to all aspects mentioned in this tender document as well as seek other clarifications/details required by them from HDC, KoPT and forward the same in writing by 06.03.2015 to the Sr. Deputy Manager (I&CF), HDC at Township Maintenance Office, Cluster-V, Haldia Township at E mail ID [[pdasgupta@kopt.in](mailto:pdasgupta@kopt.in)] so that the same may be discussed / clarified in the pre-bid conference.

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(c) During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference.

(d) HDC, KoPT will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of HDC, KoPT including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. which the intending tenderer are to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum" which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer. The content of the Addendum shall be accepted and submitted by all tenderer along with their Techno Commercial Bids.

(e) Attending the pre bid conference will be helpful for the intending tenderer but is not mandatory.

(f) The intending tenderer are advised to inform HDC, KoPT in advance about their intention to attend the pre-bid meeting in writing. A maximum of two representatives of each intending tenderer will be allowed to participate on production of authorization letter from the tenderer.

### **3.3 Tender Fee:-**

The complete Tender Document shall remain published at the websites of Haldia Dock Complex [<http://www.haldiadock.gov.in>] & Kolkata Port Trust [<http://www.kolkataporttrust.gov.in>]. Interested Tenderer shall have to download the tender document from the said website(s) only & participate in the tender. The tender / offer of the Tenderer should be accompanied with a Demand Draft / Pay Order / Banker's Cheque of INR 5000/- (INR Five thousand only) in favour of "Haldia Dock Complex, Kolkata Port Trust" payable at Haldia towards non-refundable Tender Fee in the First Sealed Cover.

### **3.4 Earnest Money:-**

(a) The Tenderer shall submit Earnest Money for the following amounts in Demand Draft/Pay Order/Bankers' Cheque drawn in favour of Haldia Dock Complex; Kolkata Port Trust payable at Haldia in the First Sealed Cover:-

When the bid is submitted for construction, operation and maintenance of Ash handling facility –  
Rs. 4,00,000/-

(b) Tenders submitted without Tender Fee and Earnest Money shall be rejected outright without any reference to the Tenderer whatsoever.

(c) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the unsuccessful Tenderer without interest after the selection of successful Tenderer. In the case of successful Tenderer, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.

### **3.5 Forfeiture of Earnest Money:-**



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The Earnest Money shall be forfeited if the Tenderer withdraws or substitutes his offer before expiration of the validity period as stipulated in the Tender. The Earnest Money will also be forfeited as per the other provisions, specifically mentioned in this Tender Document.

### **3.6 Due date and Time for Submission and Opening of Tender:-**

- (i) The tender should be submitted only by hand at the office of the Sr. Deputy Manager(I&CF), HDC at Township Maintenance Office, Cluster-V, Haldia Township, Haldia, Purba Medinipur, Pin – 721 607, not later than 15: 00 Hours of 20.03.2015 after which time and date, no tender shall be accepted.
- (ii) HDC, KoPT may, at its sole discretion, extend the submission / opening due date(s) by issuing a 'Notice / Extension Notice' in HDC, KoPT's website with due notification in the press.
- (iii) The sealed cover of 'Tender Fee and Earnest Money' (First Sealed Cover) and 'Techno-Commercial Part' (Second Sealed Cover) of the tender shall be opened after 15 : 00 Hours of 20.03.2015 at the office of the Sr. Deputy Manager(I&CF), HDC at Township Maintenance Office, Cluster-V, Haldia Township, Haldia, Purba Medinipur, Pin – 721 607. The Tenderer or his authorized representative may witness the opening of the Techno-Commercial part of the tender, if they so desire.
- (iv) The 'Price Part' (Third Sealed Cover) of only techno-commercially qualified tenderer, will be opened on a subsequent date, for which date & time will be intimated separately to the tenderer concerned only.  
**Note :** If the above mentioned due date and time for submission and opening of the tender becomes a holiday/bundh/natural calamity , then the "Tender fee & Earnest Money" and "Techno Commercial " part of the tender will be opened on the next working day.
- (v) The 'Price Part' (Third Sealed Cover) of only techno-commercially qualified tenderer, will be opened on a subsequent date, for which date & time will be intimated separately to the tenderer concerned only.

### **3.7 Substitution, withdrawal of Tender:-**

The Tenderer may substitute or withdraw its tender after submission, provided that written notice of the substitution or withdrawal is received by HDC, KoPT before the due date and time of submission of the tender or any extension thereof. No tender shall be substituted or withdrawn by the tenderer after the due date and time of submission of tender or any extension thereof. If the tenderer substitutes or withdraws its Bid during the interval between the specified date and time of submission of tender or any extension thereof and expiration of the validity period of the tender including extension thereof, the Earnest Money deposited would be forfeited.

The following may be noted in case of substituted tender:-

- a) It shall contain the cost of Tender Fee and Earnest Money irrespective of whether the same were deposited with the earlier tender.
- b) The original tender shall be returned to the tenderer concerned without opening the same.

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### **3.8 Amendment of Tender Document:-**

(i) At any time prior to the due date for submission of tender, HDC, KoPT may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the Tenderer(s) during pre- bid conference or otherwise, modify the Tender Document by the issuance of 'Addendum' in the official websites of HDC & KoPT with due notification in the press.

(ii) In order to afford prospective Tenderer(s) a reasonable time in which to take an 'Addendum' into account, or for any other reason, HDC, KoPT may, at its discretion, extend the 'Due Date of Submission' through appropriate notification in the official websites of KoPT as well as through press notification.

### **3.9 Validity of offer:-**

The offer submitted shall remain valid for HDC, KoPT's acceptance for a period of 180 days from the actual date of opening of Techno-Commercial Part of the tender.

### **3.10 Extension of validity of offer:-**

Prior to expiry of the tender validity period, HDC, KoPT may request the Tenderer to extend the validity period for a specified additional period.

## **4. GENERAL INSTRUCTIONS TO THE TENDERER:-**

### **4.1 Preparation and Submission Procedure of Tender:-**

**4.1.1** Language: The tender and all related correspondences and documents shall be written in English Language.

**4.1.2** The tender completed in all respect with all pages of the Tender Document including the Addendum if any, duly signed by the Tenderer as a token of acceptance to all the conditions therein along with all required Appendices of the Tender Document properly filled in and signed with seal shall be submitted in triplicate in three parts separately in THREE SEALED COVERS as follows:

(I) **FIRST SEALED COVER** duly superscripted as '**Tender Fee & Earnest Money**' as well as Name of Tenderer, Tender No. and Tender subject should contain:

- a) Original Demand Draft/Banker's Cheque/Pay Order in connection with Earnest Money Deposit (EMD).
- b) Original Demand Draft/Banker's Cheque/Pay Order towards 'Tender Fee'.

(II) **SECOND SEALED COVER** duly superscripted as '**Techno- Commercial Part**' as well as Name of Tenderer, Tender No. and Tender subject should contain:

- (a) One copy of the 'Tender Document' including 'Addenda', if any, along with the unfilled page(s) of the 'Format for submission of Price Bid' (suitably scored out) with all the pages duly signed with official seal as a token of 'confirmation of having received, read and understood the content of all the pages and acceptance of the tenderer thereof.
- (b) Profile of the Tenderer as per format at Appendix-2, duly filled in & signed.



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- (c) Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover (as per Appendix-7).
- (d) Other required certificates & documents as indicated below [duly signed].
  - (i) Certified Copy of valid document of up-to-date payment of Professional Tax of Tenderer and his employees.
  - (ii) Certified Copy of PAN & TAN.
  - (iii) Certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in Appendix-10 (in case the Tenderer is not covered under Provident Fund Act or exempted from it).
  - (iv) Certified copy of valid Service Tax Registration No. / Code No.
  - (v) Certified copy of Certificate of Incorporation, Memorandum & Article of Association of the Tenderer.
  - (vi) Copies of the audited Annual Accounts for the last three financial years.
  - (vii) Certified copy of 'Employees State Insurance (ESI) Registration Certificate' or an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in Appendix-11 (in case the Tenderer is not covered under ESI Act or exempted from it).
  - (viii) Documentary evidence that the Tenderer has an office in Kolkata for effective co-ordination with HDC, KoPT or otherwise at least a declaration to set up the same in the event of the Lol being issued in favour of the Tenderer.
  - (ix) Profile of the tenderer, as per format at Appendix-2, duly filled in & signed.
  - (x) Covering letter as per Appendix-1.
  - (xi) Power of Attorney as per Appendix-3.
  - (xii) All relevant details of the Bid as per Appendix 4,5, 6A, 6B ,7, 8, ,9,10 (if required), 11 (if required).
  - (xiii) Price Bid as per Appendix-15
  - (xiv) Other document(s), which is/are required as per this tender and/or the Tenderer desires to submit (duly signed with seal).

**NOTE:**

- (a) The Successful Tenderer, if not covered under ESI Act, shall, additionally, indemnify KoPT against all damages and accidents of his labourer, on a Non-judicial Stamp Paper as per the Format given in Appendix -11
- (b) The Tenderer shall be bound to produce the original of the documents for which

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photocopies would be submitted, if demanded by KoPT, at the time of opening of the techno-commercial part of the tender or at any subsequent stage.

(III) **THIRD SEALED COVER** duly superscripted as '**Price Part**' as well as Name of Tenderer, Tender No. and Tender subject shall contain the 'Price Bid' as per Appendix-15 of the Tender Document duly filled in & signed. It should be noted that the sealed envelope containing 'Price Part' shall contain only price and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the tender liable for outright rejection.

**OUTER SEALED COVER** :- All the above 3 (three) sealed covers together with a Covering Letter as per format given at Appendix-1 shall be again enclosed in an outer cover and sealed, which should be superscripted with Name of Tenderer, Tender No. and Tender subject. In other words, the outermost cover shall contain three separate sealed covers i.e.

(i) Tender Fee & Earnest Money (ii) Techno-Commercial Part (iii) Price Part and the Covering Letter.

Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.

The substitution of offer shall also be prepared, sealed, marked, and delivered in accordance with Clause 4.1.2 of the Tender Document with all the covers being additionally marked "SUBSTITUTION". In the event of "SUBSTITUTION", only the substituted tender would be considered & the tender earlier submitted would not be considered.

#### **4.2 Covering letter:-**

The intending Tenderer shall submit its tender with a covering letter strictly as per format given at Appendix 1. Any deviation in the content of the covering letter as compared to Appendix-1 shall make the offer liable for rejection.

#### **NOTE:**

- (a) All correspondences / documents constituting the tender shall be submitted in triplicate.
- (b) No cost incurred by the Tenderer in preparing their tender or attending inspection of the site will be reimbursed by HDC, KoPT.

#### **4.3 HDC, KoPT's right to accept any offer or to reject any or all offer(s):-**

- (a) Notwithstanding anything contained in this Tender Document, HDC, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.
- (b) HDC, KoPT reserves the right to reject/disqualify an offer, in case HDC, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Tenderer itself or on behalf of the Tenderer to any officer, employees or representative of the Trustees or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.

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(c) HDC, KoPT also reserves the right to reject / disqualify an offer if it is satisfied that the Tenderer or his representative has made false and misleading statement and / or have tried to influence HDC, KoPT in the process of examination, evaluation etc. of the Tender.

#### **4.4 Integrity Pact:-**

(a) The Tenderer shall have to submit the duly filled-in, signed and stamped (on each page) Integrity Pact in plain paper enclosed as Appendix-9 along with the techno- commercial bid of their offer, failing which their offer will not be considered any further.

(b) Names of the Independent External Monitors (IEM) for this tender will be provided, if necessary, after the pre-bid meeting.

### **5. TENDER EVALUATION CRITERIA:-**

#### **5.1 Test of Responsiveness**

Prior to evaluation of Techno Commercial Part of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the Tender Document. An offer shall be considered responsive if the tender -

- (i) is received by the due date and time including extension thereof, if any.
- (ii) is signed, sealed and marked as stipulated in this Tender Document.
- (iii) is accompanied by the required covering letter.
- (iv) contains all the pages of the Tender Document including the Addendum, if any, duly signed as stipulated in this Tender Document.
- (v) contains all the documents, information, certificates etc as requested in this Tender Document.
- (vi) contains information / details in Formats as specified in this Tender Document.
- (vii) is accompanied by certificates of Chartered Accountant / Certified Public Accountant and organizations concerned from where eligible experience has been gathered regarding technical and financial capability as applicable.
- (viii) does not show inconsistencies between the details submitted in the tender and the supporting documents.
- (ix) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda.
- (x) does not have any other inconsistency(ies) in the Tender submitted by the Tenderer.

#### **5.2 Clarifications:-**

To assist in the process of evaluation of Tender, HDC, KoPT may, at its sole discretion, ask any Tenderer to provide additional documents/details, seek clarifications in writing from any Tenderer

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regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. HDC, KoPT reserves the right to reject any offer which is non-responsive.

### **5.3 Confidentiality:-**

Information required by HDC, KoPT from the Tenderer(s) for the purpose of examination, evaluation etc. of offer will be kept confidential by HDC, KoPT and any such information will not be divulged, unless it is ordered to do so by any authority that has power under the law to require its release.

### **5.4 Evaluation of Techno Commercial Offer:-**

The techno commercial offers of the Tenderers found responsive as per Clause 5.1 above will then be evaluated as per eligibility criteria as detailed in this tender document.

#### **Note:**

- (i) HDC, KoPT reserves the right to get the financial capability of the Tenderer verified from the Annual Accounts of the Tenderers (to be submitted along with Techno-Commercial Part) and in case some discrepancy is found, the details as will be ascertained by HDC, KoPT, shall prevail for evaluation purpose.
- (ii) HDC, KoPT, by its own means, may also separately ascertain eligible technical experience of the Tenderer from the organizations concerned where the Tenderer have acquired the eligible experience. In case, any discrepancy is found, the details as will be ascertained by HDC, KoPT shall prevail for evaluation purpose.
- (iii) Mere submission of offer shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers as detailed above.

### **5.5 Evaluation of Price Bid:-**

- (1) The tenderer is to submit the Price Bid as per format (Price Bid) given at Appendix -15 of the Tender Document.
- (2) The price offer (quoted rate) shall include all charges (excluding the Service Tax and Education Cess).
- (3) Service Tax and Education Cess, as applicable, will be paid extra at actual and must not be included in the quoted rate. For this, the bidder has to submit Service Tax Registration No. / Code no. and other relevant document (as may be asked by HDC, KoPT).
- (4) The Price Bid of the techno commercially qualified bidder(s) would only be opened.
- (5) The Techno Commercially qualified Tenderer who will quote the lowest rate in his price bid will be considered as the successful Tenderer to whom the contract will be awarded.
- (6) If the lowest rate is quoted by more than one Tenderer, the tenderer(s) concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of

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opening of Price Bid, in sealed cover to ascertain the successful Tenderer.

(7) In case of discrepancy in the rates quoted in figures and words, the rates quoted in words will prevail upon the rates quoted in figures. Also, incomplete / distorted filling up of this page may render the offer liable for cancellation.

**Note:**

HDC, KoPT at any stage, however, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

**6. GENERAL CONDITIONS OF CONTRACT:-**

- 6.1 'General Conditions of Contract, Forms and Agreements' as sanctioned by the Trustees for the Port of Kolkata under Resolution no. 92 of the 6<sup>th</sup> meeting held on 27<sup>th</sup> May, 1993 are given separately in Appendix 14 of the tender document.
- 6.2 Only those clauses, Forms / Formats of Appendix 14, which are not covered elsewhere in this Tender Document, shall be applicable.
- 6.3 Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the "General conditions of the contract, forms and Agreements" shall prevail.

**7. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:-**

**7.1 Acceptance of Letter of Intent (LoI):-**

- 7.1.1 The successful Bidder, on receipt of the LoI, shall communicate acceptance to the same within a period of 7 days from the date of issuance of LoI, failing which the LoI will become liable for cancellation with forfeiture of Earnest Money.
- 7.1.2 The LoI and its acceptance by the Successful Bidder will be construed as an Agreement between HDC, KoPT and the Successful Bidder for fulfilling the scope of work and obligation of the Successful Bidder till such time the agreement is signed.

**7.2 Performance Guarantee:-**

The successful bidder(s) shall deposit the following sums within a period of 30 days from the date of issuance of LoI in Demand Draft / Banker's Cheque only drawn in favour of "Haldia Dock Complex, Kolkata Port Trust payable at Haldia / Kolkata as Performance Guarantee:-

Contract	Amount towards Performance Guarantee
For Construction, operation and maintenance of Fly Ash Handling Jetty at HDC, Kopt.	Rs.20,00,000/-

Alternatively, the Performance Guarantee may also be furnished in the form of an 'irrevocable – encashable at call' Bank Guarantee on a Non-judicial Stamp paper of at least Rs 60/- issued by any

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Scheduled Bank in India within the above stipulated time period. The format for the Bank Guarantee shall be provided by HDC, KoPT to the successful bidder(s).

### **7.3 Agreement:-**

An Agreement shall have to be executed on a Non-judicial Stamp paper of at least Rs 60/- by the Successful Bidder at its expense within 30 days from the date of issuance of 'Lol'. All correspondence between the Successful Bidder and HDC, KoPT and all documents submitted by both the parties from the date of opening of the applications till the submission of the Performance Guarantee etc. shall form part of the License Agreement.

### **7.4 Commissioning Schedule:-**

The contractor shall Supply, Install and Commission the Ash Handling Facility along with all the associated facilities to the satisfaction of HDC, KoPT within a period of 90 days from the date of issuance of the Lol and obtain commissioning certificate from HDC, KoPT thereof.

### **7.5 Compensation (Liquidated Damages):-**

In the event the successful bidder fails to supply, install and commission the Ash Handling Facility within the commissioning schedule mentioned under Clause - 7.4 above, Liquidated Damages of Rs 5000/- for delay of each day or part thereof beyond the commissioning schedule shall be payable by the successful bidder(s).

### **7.6 Period of Contract:-**

10 years from the date of awarding the Lol.

### **7.7 Non availability of Ash handling Services:-**

In case Ash Handling Facility is not available other than during the allowed downtime (for planned and break down maintenance) the contractor shall pay a penalty of Rs. 15,000/- per day or part thereof.

### **7.8 Permitted Downtime:-**

The contractor will be allowed a downtime for repair and maintenance of the Ash Handling Facility as follows:

#### **(a) For Planned Maintenance:-**

The Contractor will be allowed a downtime for a maximum period of 14 days in every 12 month period from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance.

#### **(b) Break-down Maintenance:-**

The Contractor will be allowed a further downtime (in addition to 7.8(a) above) for (one) day in a month on account of sudden break-down if any, without any penalty for non availability of the facility.

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#### **7.9 Event of Default:-**

- (a) In case the delay in commissioning of the facility (as given at Clause - 7.4) exceeds 90 days from the last date of commissioning schedule.
- (b) If the contractor fails to perform or discharge any of its obligation under the provisions of the contract.
- (c) The representation made, or documents / certificates submitted or warranties given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The contractor is adjudicated bankrupt or becomes insolvent.
- (e) The contractor assigns or transfers the facility and its associated facilities to any third party without permission from HDC, KoPT.
- (f) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of HDC, KoPT.
- (g) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- (h) If the contractor or its employees collect any fee / charge directly from the user of the facilities.
- (i) If the facility remain out of commission simultaneously for a continuous period of 30 days.

#### **7.10 Termination:-**

- (a) In the event of occurrence of any event of default as mentioned at Clause -7.9, HDC, KoPT may proceed for terminating the contract by way of giving three (3) months (termination period) notice within which time the contractor will be required to peacefully remove the Ash Handling Facility along with the associated facilities installed/deployed by it under the contract from the allotted premises. In case of failure on the part of the Contractor to do so, HDC, KoPT shall be at liberty to dismantle/ remove the Ash Handling Facility and the associated facilities at the cost, expenses and risk of the contractor. Also, in such event, the contractor shall not be entitled to claim any compensation from HDC, KoPT for any damage that may occur during such removal and keeping of the equipment at any location by HDC, KoPT.
- (b) During the termination period of 3 months as at (a) above, the contractor may be asked by HDC, KoPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the Ash Handling Facility and services to the port users.
- (c) No compensation shall be paid by HDC, KoPT to the contractor in the event of termination of the contract.
- (d) If after termination, any amount is due to be paid by HDC, KoPT to the contractor, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the contractor.

#### **7.11 Amendment:-**

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law of the land on the subject.



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#### **7.12 Illegality:-**

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

#### **7.13 Amicable Settlement:-**

If any dispute or difference or claims of any kind arises between the Contractor and HDC, KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute , difference or claim by discussions between them.

#### **7.14 Arbitration:-**

##### **(a) Arbitrators:-**

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

##### **(b) Place of Arbitration:-**

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

#### **7.15 Governing Laws:-**

This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India.

#### **7.16 Force Majeure:**

**7.16.1** Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor in due performance of its various obligations under the contract.



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- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- (c) An act of war, riot etc.
- (d) Industry wide or State wide strikes or industrial actions.
- (e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying / operating the equipment under the provisions of the contract.

**7.16.2 Notice of Force Majeure Event:-**

- (a) The Contractor shall give notice to HDC, KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- (b) The notice shall inter-alia include full particulars of:
  - the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
  - the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the contractor to perform its obligations under the contract,
  - the measures which the contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and any other relevant information.

**7.16.3 Period of Force Majeure:-**

Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Contractor is excused from performance of its obligations
- OR** (b) termination of the contract,

**7.16.4 Performance Excused:-**

The contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by HDC, KoPT consequent to the Force Majeure Event.

**7.16.5 Resumption of Performance:-**

During the period of Force Majeure, the contractor shall make all reasonable efforts to limit or

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mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify HDC, KoPT of the same in writing.

**7.16.6 Extension of time for performance of obligations:-**

HDC, KoPT may grant extension of time to the contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by HDC, KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

**7.16.7 Effect of Force Majeure Event:-**

If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

**7.17 Priority of Contract Documents:-**

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

1. Letter of Intent (LoI).
2. Special Conditions of Contract.
3. Scope of Work and Terms of Payment.
4. Schedule of Rates.
5. General Instructions to the Tenderer.
6. General Information for the Tenderer.
7. General Conditions of Contract.
8. Any other document(s) forming part of the Contract.

**7.18 Expiry of Contract with efflux of time:-**

- (a) The contractor shall hand over the jetty after completion of the contract to HDC , KoPT free of any cost.
- (b) No compensation shall be paid by HDC, KoPT to the contractor on expiry of the contract with efflux of time.
- (c) Upon expiry of the contract with efflux of time, if any amount is due to be paid by HDC, KoPT to the contractor, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the contractor.

**8. PAYMENT:-**

- 8.1 The contractor will raise bill at the applicable rate on monthly basis based on quantum of cargo handled during the billing period with required documentary evidences.

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[ 2<sup>ND</sup>. CALL ]

- 8.2 HDC, KoPT will release payment within 30 days from the date of receipt of bills completed in all respect and accompanied by all required documents.
- 8.3 HDC, KoPT will provide a format to the contractor for raising of the monthly bills including the evidences to be produced along with the bill.
- 8.4 The Service Tax, Education Cess if applicable will be paid extra at actual and the same shall be governed as per rules time being in force. The contractor will be required to submit Service Tax registration number / code number and other relevant documents as may be asked by KoPT. The contractor will have to raise invoice as per relevant rule to enable HDC, KoPT getting CENVAT benefit. Further if demanded, the contractor will also be required to submit evidence of remittance of Service Tax and Education Cess charged in the invoice and collected from HDC, KoPT to the Government.

## **9. PRICE ADJUSTMENT CLAUSE:-**

### **9.1 For variation of fuel (HSD) price:-**

Adjustment of payable amount in the event of upward or downward revision of fuel (HSD) price shall be made as per the following formula:-

$$V = 35\% \text{ of Rate per MT. } (P_2 - P_1) / P_1 \times 100 \times Q$$

Where

- V:** Amount adjustable per Ton either way on account of upward or downward revision of fuel (HSD) price in one year.
- P<sub>1</sub>:** Price of HSD of any Oil PSU, prevailing at Haldia on the last date of submission of Price Bid.
- P<sub>2</sub>:** Price of HSD of Oil PSU, prevailing at Haldia on the month/period under consideration.
- Q:** Quantity of cargo handled in given period in MT.

### **9.2 General Escalation on other components:-**

Adjustment of payable amount in the event of upward or downward revision of other components shall be made as per the following formula:-

$$R = 10\% \text{ of Rate per MT } (X_2 - X_1) / X_1 \times 100 \times Q$$

**Where,**

- R:** Amount adjustable per MT either way on account of upward or downward revision of other components in given period.
- X<sub>1</sub>:** WPI on 31.01.2015.
- X<sub>2</sub>:** WPI on 1<sup>st</sup> January of every year after acceptance of price bid.
- Q:** Quantity of cargo handled per Month in MT during the period under consideration.

**Note :** Adjustment on this account will be made on yearly basis.

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[ 2<sup>ND</sup>. CALL ]

**Appendix - 1**

**Covering Letter**

**Dated :**

Sr. Deputy Manager (I&CF),  
Haldia Dock Complex,  
Kolkata Port Trust,  
Township Maintenance Office,  
Cluster-V,  
P.O. Haldia Township,  
Dist. Purba Medinipore,  
Pin-721607  
West Bengal

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... at Haldia Dock Complex, Kolkata Port Trust.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following.
  - a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind.
  - b. I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
6. I/we declare that:
  - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

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7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. \_\_\_\_\_( Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

**Signature of Power of Attorney Holder(s).....**

**Name:** .....

**Designation:** .....

**Date:** .....

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix - 2**

**Profile of the Tenderer**

1. (a) Name -  
(b) Country of incorporation -  
(c) Address of the corporate headquarters and its branch office(s), if any in India.  
(d) Date of incorporation and commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with HDC, KoPT.
  - (a) Name :
  - (b) Designation :
  - (c) Company
  - (d) Address :
  - (e) Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
4. Details of Authorized Signatory of the Tenderer:
  - Name :
  - Designation :
  - Company :
  - Address :
  - Telephone No. :  
(Land & Mobile)
  - Fax No. :
  - Email Address :

**Signature of Power of Attorney Holder(s) .....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**APPENDIX- 3**

**Format for Power of Attorney for Signing of Tender**

**(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )**

Dated: \_\_\_\_\_

**POWER OF ATTORNEY**

**To whomsoever it may concern**

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at \_\_\_\_\_ [Address of the person(s)], acting as \_\_\_\_\_ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer] to sign the tender [(Tender No. ....and (Tender subject- ".....") ] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Haldia dock Complex (HDC), Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer with Seal)

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**APPENDIX- 4**

**DETAILS OF PAYMENT OF EARNEST MONEY AND TENDER DOCUMENT PREPARATION COST**

Item of Payment	Amount (in Rs.)	DD/Bankers Cheque No.
Tender Document Preparation Cost		
Earnest Money		

Signature of Power of Attorney Holder(s).....

Name: .....

Designation: .....

Date : .....

Seal



Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix-5**

**DETAILS OF ELIGIBLE EXPERIENCE**

IN CASE THE TENDERER IS EXPERIENCED OF HANDLING DRY BULK OR LIQUID BULK CARGO THROUGH PIPELINE TRANSFER IN ONE OR MORE MARINE PORT OR CARGO HANDLING TERMINALS FOR A QUANTUM OF 0.125 MMT IN A SINGLE YEAR OVER A PERIOD OF LAST 3 YEARS ENDING ON 31.01.2015 OR EXPERIENCE OF HANDLING DRY OR LIQUID BULK CARGO THROUGH PIPELINE TRANSFER IN ONE OR MORE MARINE PORT OR CARGO HANDLING TERMINALS FOR A QUANTUM OF 0.25 MMT OVER A PERIOD OF LAST 3 YEARS ENDING ON 31.01.2015 .

THE DETAILS OF ELIGIBLE EXPERIENCE MAY BE GIVEN AS PER THE FOLLOWING TABLE DULY SUBSTANTIATED BY THE DOCUMENTARY EVIDENCES AS MENTIONED BELOW

Details of cargo handling during last 3 years ending on 31.01.2015

Sl. No	Contract Reference No and the name of the organization who placed the order	Year wise handling of cargo	Cumulative quantum of cargo	Details of work completion certificate	In case the contract is on- going, the extent of work completed till 31.01.2015

**Note:**

The Tenderer(s) shall submit documents to substantiate the details given above along with his Techno-Commercial Bid

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

**CERTIFIED BY**

**Name of Authorised representative of Port Authority /Authority of Cargo Handling Terminal**  
.....

**Name of the Signatory** .....

**Signature** .....

**Designation** .....

**Date** .....

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

**Appendix-6A/1**

**DETAILS OF ELIGIBLE EXPERIENCE**

IN CASE THE TENDERER IS EXPERIENCED OF HANDLING DRY BULK OR LIQUID BULK CARGO THROUGH PIPELINE TRANSFER AS O&M CONTRACTOR IN A SINGLE YEAR IN ONE OR MORE MARINE PORT OR CARGO HANDLING TERMINALS TO THE EXTENT OF ANY OF THE FOLLOWING, IN LAST 3 YEARS DURATION ENDING ON 31.01.2015 ,

- g) THREE COMPLETED WORKS\* EACH COSTING NOT LESS THAN RS 12,50,000/-
- h) TWO COMPLETED WORKS\* EACH COSTING NOT LESS THAN RS 15,62,500/-
- i) ONE COMPLETED WORK\* COSTING NOT LESS THAN RS 25,00,000/-

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

Sl. No	Contract Reference No and the name of the organization who placed the order	Year wise amount for handling of Cargo	Cumulative amount for handling of Cargo	Details of work completion certificate	In case the contract is on- going, the extent of work completed till 31.01.2015

**Note:**

The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid.

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

**CERTIFIED BY**

**Name of Practising Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date .....**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

Appendix-6A/2

**DETAILS OF ELIGIBLE EXPERIENCE**

IN CASE THE TENDERER IS EXPERIENCED OF HANDLING DRY BULK OR LIQUID BULK CARGO THROUGH PIPELINE TRANSFER AS O&M CONTRACTOR IN ONE OR MORE MARINE PORT OR CARGO HANDLING TERMINALS TO THE EXTENT OF ANY OF THE FOLLOWING, IN LAST 3 YEARS DURATION ENDING ON 31.01.2015 ,

- j) THREE COMPLETED WORKS\* EACH COSTING NOT LESS THAN RS 25,00,000/-
- k) TWO COMPLETED WORKS\* EACH COSTING NOT LESS THAN RS 31,25,500/-
- l) ONE COMPLETED WORK\* COSTING NOT LESS THAN RS 50,00,000/-

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

Sl. No	Contract Reference No and the name of the organization who placed the order	Year wise amount for handling of Cargo	Cumulative amount for handling of Cargo	Details of work completion certificate	In case the contract is on- going, the extent of work completed till 31.01.2015

**Note:**

The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid.

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**CERTIFIED BY**

**Name of Practising Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date .....**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix-6B**

**DETAILS OF ELIGIBLE EXPERIENCE**

**IN CASE THE TENDERER IS HAVING EXPERIENCE OF CONSTRUCTION OF BERTH/JETTY DURING THE PERIOD OF LAST 7 YEARS ENDING ON 31.01.2015**

**A) Three completed works each costing not less than 76,00,000/-**

**B) Two completed works each costing not less than 95,00,000/-**

**C) One completed works each costing not less than 1,52,00,000/-**

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below

<b>Sl. No</b>	<b>Contract Reference No and the name of the organization who placed the order</b>	<b>Total Contract Value of the Work Order</b>	<b>Whether the contract has been completely executed</b>	<b>In case the contract is on- going, the extent of work completed till 31.01.2015</b>	<b>Details of work completion certificate</b>

**Note:**

The tenderer shall submit copies of all Work Orders and Work Completion Certificate to substantiate the details given above along with his Techno-Commercial Bid

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**CERTIFIED BY**

**Name of Practising Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date**



Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix -7**

**Details of Financial Capability of the Tenderer**

(In Rs. Crore)

Annual Financial Turn Over (Average of last 3 years)

Signature of Power of Attorney Holder(s).....

Name: .....

Designation: .....

Date : .....

Seal

**CERTIFIED BY**

Name of Chartered Accountant Firm .....

Registration No. & other details .....

Name of the Signatory .....

Signature .....

Designation .....

Date .....

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix-8**

**TENTATIVE DETAILS OF THE ASH HANDLING FACILITY AND INFRASTRUCTURE PROPOSED TO BE CONSTRUCTED, OPERATED AND MAINTAINED.**

- a) Method Statement for operation of Ash Handling Facility:
- b) Details of infrastructure to be provided:
- d) Design & Drawing of facility to be provided:

Signature of Power of Attorney Holder(s).....

Name: .....

Designation: .....

Date : .....

Seal

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

## Appendix - 9

### Integrity Pact

Between

**Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)** hereinafter referred to as **"The Principal"**.

And

..... hereinafter referred to as **"The Bidder/Contractor"**

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal:-

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section-2 –Commitments of the Bidder(s) / Contractor(s):-

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[ 2<sup>ND</sup>. CALL ]

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

**Section-3-Disqualification from tender process and exclusion from future contracts:-**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B.

**Section 4-Compensation for damages:-**

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- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5-Previous transgression:-**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors:-**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7- Criminal charges against violation Bidder(s)/Contractors/Subcontractor(s):-**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 – Pact Duration:-**

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

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[ 2<sup>ND</sup>. CALL ]

**Section 9 – Other provision:-**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place:

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....

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Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

**Appendix – 10**

On ₹ 60/- (Rupees Sixty) Non Judicial Stamp Paper

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office  
at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

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[ 2<sup>ND</sup>. CALL ]

**Appendix –11**

On ₹ 60/- (Rupees Sixty) Non-judicial Stamp Paper

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office  
at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....



Tender Subject: Construction, Operation and Maintenance of Fly Ash handling Jetty at HDC, KoPT

Tender Number: SDM /RZ/2014-15/T/26  
[ 2<sup>ND</sup>. CALL ]

## Appendix - 12

Draft Proforma of Bank Guarantee ( Performance Bond ) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 60/- 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 Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ....., a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (Write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees .....), we, Branch, 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 honouring 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 it there be any dispute between the contractor and the Trustees, this would be no ground for us, .....

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..... (Name of the 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  
Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the  
Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, ..... Branch, Kolkata  
..... / Haldia, further agree that a mere demand by the Trustees at  
anytime 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 Guarantee herein  
contained shall remain in full force and effect, during the period that is taken for the due  
performance of the said contract by the contractor and that it shall continue to be enforceable till  
all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract  
have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify  
that the terms and conditions of the said contract have been fully and properly observed/ fulfilled  
by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject  
however, that this guarantee shall remain valid upto and inclusive of ..... day of  
..... 20 ..... and subject all so that the provision that the Trustees shall have  
no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from  
the expiry of the aforesaid validity period upto ..... or any extension thereof  
made by us ..... Branch, 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 to extend the time for full  
performance of the said contract including fulfilling all obligations under the said contract or to  
extend the time for full performance of the said contract including fulfilling all obligations under the  
said contract by the contractor or to postpone for any time or from time to time any of the powers  
exercisable by the Trustees against the contractor and to forebear or enforce any of terms and  
conditions relating to the said contract and We,  
..... Branch, 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

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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)

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## Appendix - 13

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

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz ..... and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Seal of \_\_\_\_\_ was hereunto  
affixed in the presence of:

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of:

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

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

Name: - \_\_\_\_\_

Address:- \_\_\_\_\_

**General Conditions of Contract**

**1. DEFINITIONS:-**

1.0	In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.	
1.1	"Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.	Employer.
1.2	"Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.	Chairman.
1.3	"Successful vendor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Successful vendor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	Successful vendor.
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 Successful vendor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.	Engineer.
1.5	"Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.	Engineer's Representative.
1.6	"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".	Works.
1.7	"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	Temporary works.

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	limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.	
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 the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities.	Extra works and Excess works.
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.	Specification.
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.	Drawings.
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.	Contract.
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 works.	Constructional Plant.
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.	Site.
1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Successful vendor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price.

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1.15	"Month" means English Calendar Month.	Month.
1.16	"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks.
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural.
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the Successful vendor, whether on or off the site.	Cost.
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S RESENTATIVE.	
2.1	The Successful vendor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.	Engineer's Authority.
2.2	The Successful vendor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative.
2.3	<p><i>The Engineer shall have full power and authority:</i></p> <p>(a) to supply to the successful vendor 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 successful vendor shall carry out and be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p>	Engineer's Power.



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	<p>(e) to settle the claims &amp; disputes of the Successful vendor and Trustees, as the first referee.</p> <p>(f) to grant extension of completion time.</p>	
2.4	<p><i>The Engineer's Representative shall:</i></p> <ul style="list-style-type: none"> <li>(i) watch and supervise the works.</li> <li>(ii) test and examine any material to be used or workmanship employed in connection with the work.</li> <li>(iii) have power to disapprove any material and workmanship not in accordance with the contract and the successful vendor shall comply with his direction in this regard.</li> <li>(iv) take measurements of work done by the successful vendor for the purpose of payment or otherwise.</li> <li>(v) order demolition of defectively done work for its reconstruction all by the Successful vendor at his own expense.</li> <li>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and,</li> <li>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Successful vendor.</li> </ul>	Power of Engineer's Representative.
2.5	<p>Provided always that the Engineer's Representative shall have no power:</p> <ul style="list-style-type: none"> <li>(a) to order any work involving delay or any extra payment by the Trustees,</li> <li>(b) to make variation of or in the works, and</li> <li>(c) to relieve the Successful vendor of any of his duties or obligations under the Contract.</li> </ul>	Limitation of Engineer's Representative's Power.
2.6	<p>Provided also as follows:</p> <ul style="list-style-type: none"> <li>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the successful vendor's</li> </ul>	Engineer's Overriding Power.

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	<p>cost and the successful vendor shall have no claim to compensation for the loss sustained by him.</p> <p>(b) If the successful vendor 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.</p> <p>(c) Any written instructions or written approval given by the Engineer's Representative to the successful vendor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the successful vendor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.</p>	
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Successful vendor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	The tender must encompass all relevant aspects/issues.
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	Site & Local condition.
	(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/Specification/Nature & extent of work to be done.
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Successful vendor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Successful vendor's cost.	Water for drinking etc. / Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with	Payment of Taxes/duties

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	the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Successful vendor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Successful vendor's failure in such compliance.			and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.			Payment of Stamp Duty by the Successful vendor.
3.2	The Successful vendor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.			
3.3	If required by the Engineer or the Trustees, the Successful vendors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.			Disclosure of Owner's name.
3.4	(a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.			Earnest Money and Security Deposit.
	Estimated Value of Work	Amount of Earnest Money		
		For Works Contract	For Contract of Supplying Materials or Equipment only.	Scale of E. M. Deposit
	Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
	Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	
	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.			Method of Paying E.M.

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	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.			Refund of E.M.
	(d) The enlisted (registered) successful vendors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale:			Exemption from E.M. to Regd. Firms
	Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender	
	A	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-	
	B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-	
	C	Rs. 2,500/-	Any tender priced up to Rs.50,000/-	
	(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.  (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.			Tender with - out EM liable to rejection.  Forfeiture of E.M. before Acceptance of offer.
	(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Successful vendor after cancellation of the previous Receipt of Earnest Money.			E.M. to be converted to part S.D.
	(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.			Mode of recovery of balance S.D.
	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.	Scale of S.D. recovery.

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	For works up to Rs.10, 00,000/-.	10% (Ten percent)	1% (One percent)	
	For works costing more than Rs.10, 00,000/- and up to Rs.20, 00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
	For works costing more than Rs.20, 00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	
	(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/Successful vendor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.			No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall be refunded to the Successful vendor 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 expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Successful vendor has submitted his "No Claim" Certificate in Form G.C.3.			Mode of refund of S.D.

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	(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Successful vendor 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 Successful vendor under any other contract.	Forfeiture of S.D.
3.6	If stipulated in the contract as a Special Condition, the successful vendor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Successful vendor 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 Successful vendor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF SUCCESSFUL VENDOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used

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	<p>(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts:</p> <ol style="list-style-type: none"> <li>1. The Indian Contract Act, 1872.</li> <li>2. The Major Port Trusts Act, 1963.</li> <li>3. The Workmen's Compensation Act, 1923.</li> <li>4. The Minimum Wages Act, 1948.</li> <li>5. The Contract Labour (Regulation &amp; Abolition) Act, 1970.</li> <li>6. The Dock Workers' Act, 1948.</li> <li>7. The Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).</li> </ol>	Applicability of laws on the contract.
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the successful vendor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Successful vendor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power.
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Successful vendors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Successful vendor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	All Drawings are Trustees' property.
4.5	The Successful vendor 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 Successful vendor's responsibility on the Engineer in any way whatsoever.	Successful vendor to prepare working / progress drawings.

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4.6	The Successful vendor 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 Successful vendor shall remain responsible (a) for the acts, defaults and neglect of any sub-successful vendor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Successful vendor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.	Successful vendor cannot sub-let the work.
4.7	Unless otherwise specified, the Successful vendor 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.	Successful vendors' price is inclusive of all costs.
4.8	The Successful vendor 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 Successful vendor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Successful vendor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Successful vendor.	Successful vendor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.



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4.9	<p>Whenever required by the Engineer or his representative, the Successful vendor 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 Successful vendor of any of his obligations under the contract.</p> <p>If for any reason the successful vendor 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.</p>	Successful vendor to submit his programme of work.
4.10	Necessary and adequate supervision shall be provided by the Successful vendor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Successful vendor 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 Successful vendor subject to limitation in Clause 2.5 hereof. The Successful vendor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Successful vendor to supervise the works.
4.11	The Successful vendor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Successful vendor to stop deployment of any of his staff, workmen or official at site and the Successful vendor 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.	Successful vendor to deploy qualified men and Engineer's power to remove Successful vendor's men.
4.12	The Successful vendor 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 successful vendor 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.	Successful vendor is responsible for line, level, setting out etc.

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4.13	<p>From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the successful vendor 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 Successful vendor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the successful vendor 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 Successful vendor'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 Successful vendor during such repairs and replacement in the maintenance period.</p>	<p>Successful vendor is responsible to protect the work.</p>
4.14	<p>The Successful vendor 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 Successful vendor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Successful vendor's workmen. Cost of Insurance Cover, if any, taken by the Successful vendor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p>	<p>Successful vendor is responsible for all damages to other structures / persons caused by him in executing the work.</p>
4.15	<p>The Successful vendor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.</p>	<p>Fossils, Treasure troves, etc. are Trustees' property.</p>

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4.16	<p>The Successful vendor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.</p> <p>(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.</p> <p>(c) Unauthorised obstruction or nuisance caused by the successful vendor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Successful vendor's plants and materials in connection with the work.</p> <p>(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting successful vendor's plants and materials.</p> <p>(f) The Successful vendor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</p>	Successful vendor to indemnify the Trustees against all claims for loss, damage, etc.
4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property.

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4.18	<p>The Successful vendor's quoted rates shall be deemed to have been inclusive of the following:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) Cleaning and removal from site the entire 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.</li> <li>(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 Successful vendor's men or those of his agency.</li> <li>(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.</li> <li>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Successful vendor's or his Sub-Successful vendor's workmen, (iv) deployment of workmen of age less than 16 years.</li> </ul>	Successful vendor's quoted rates/price must be all inclusive.
4.19	<p>Every direction or notice to be given to the Successful vendor shall be deemed to have been duly served on or received by the Successful vendor, if the same is posted or sent by hand to the address given in the tender or to the Successful vendor's Site Office or in case of Trustee's enlisted successful vendor to the address as appearing in the Trustee's Register or to the Registered Office of the Successful vendor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.</p>	Notice to Successful vendor.
4.20	<p>The Successful vendor and his Sub-successful vendor 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.</p>	Successful vendor not to publish photograph or particulars of work.

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4.21	The Successful vendor 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 Successful vendor 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 Successful vendor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Successful vendor to provide facilities to outsiders.
4.22	The work has to be carried out by the Successful vendor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Successful vendor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Successful vendor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Successful vendor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Successful vendor's tender/offer by the Trustees or within such preliminary time as mentioned by the Successful vendor in the Form of Tender or the time accepted by the Trustees. The Successful vendor 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 successful vendor.	Preliminary time to commence work and maintenance of steady rate of progress.
5.2	The Successful vendor 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 Successful vendor.	Successful vendor's site office.

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5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the successful vendor 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 successful vendor, then the Engineer or his Representative shall order and the successful vendor 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 successful vendor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Successful vendor to observe Trustees' working hours.
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the successful vendor 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.	Successful vendor to supply all materials as per requirement of the Engineer or his representative.
5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works.
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Successful vendor's cost.	Successful vendor to submit samples for approval.
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Successful vendor.	Successful vendor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the successful vendor in accordance with the contract, the following conditions shall apply;	

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	(a) The Successful vendor 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.	The Successful vendor shall account for and look after the Trustees' materials.
	(b) Being the custodian of the Trustees' materials, the successful vendor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Successful vendor 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.	Successful vendor to compensate for loss and damage to Trustees' materials.
	(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 Successful vendor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Successful vendor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Successful vendor for extension of completion time of work.
	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the successful vendor shall be recovered from the successful vendor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the successful vendor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the successful vendor 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.	Recovery from Successful vendor for Trustees' materials under normal circumstances.



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	<p>(e) If the Engineer decides that due to the successful vendor's negligence, any of the Trustees' materials issued to the successful vendor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the successful vendor in excess of normal wastage, then the value thereof shall be recovered from the successful vendor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -</p> <p>(1) The issue rate of the materials at the Trustees' Stores and</p> <p>(2) The market price of the material on the date of issue as would be determined by the Engineer.</p>	<p>Recovery from Successful vendor for Trustees' materials under other circumstances.</p>
5.9	<p>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 Successful vendor shall comply with such order at his own expense and within the time specified in the order. If the successful vendor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the successful vendor and after giving him a written prior notice of 7 days.</p>	<p>Successful vendor to replace materials/work not acceptable to the Engineer or his Representative.</p>
5.10	<p>No work shall be covered up and put out of view by the successful vendor without approval of the Engineer or his Representative and whenever required by him, the successful vendor 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 successful vendor.</p> <p>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.</p>	<p>Successful vendor to seek approval of Engineer or his Representative before covering up any portion of work.</p>



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5.11	<p>On a written order of the Engineer or his Representative, the successful vendor 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 successful vendor 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 –</p> <ul style="list-style-type: none"> <li>(a) otherwise provided for in the contract, or</li> <li>(b) necessary by reason of some default on the part of the successful vendor, or</li> <li>(c) necessary by reason of climatic conditions on the site, or</li> <li>(d) necessary for proper execution of the works or for the safety of the works or any part thereof.</li> </ul> <p>The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the successful vendor, as shall, in the opinion of the Engineer, be fair and reasonable.</p>	Successful vendor to suspend work on Order from Engineer or his Representative.
5.11.1	<p>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 successful vendor in writing and the successful vendor shall stop further works in compliance of the same. The Successful vendor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.</p>	
5.12	<p>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 successful vendor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Successful vendor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Successful vendor'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.</p>	Completion Certificate G.C.1.

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6.0	TERMS OF PAYMENT :	
6.1	<p>No sum shall be considered as earned by or due to the Successful vendor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.</p> <p>On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Successful vendor's unfulfilled contract condition, if any.</p>	All interim payments are advances till issue of Certificate in Form G.C.2.
6.2	All payments shall be made to the Successful vendor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Successful vendor.	Payment on the basis of measurements at agreed rates.
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.	Limitation for on account payment.

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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 Successful vendor 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 Successful vendor or his Agent shall sign the Measurement Book at the end of such Measurements over the Successful vendor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Successful vendor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Successful vendor.	Recording of measurements.
6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Successful vendor 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 Successful vendor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Successful vendor to prepare and submit his bills.
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 Successful vendor, 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,	Advance payment against Non-perishable materials.

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	<p>(iii) a formal agreement has been drawn up with the successful vendor, under which the Trustees secure a lien on the successful vendor's materials,</p> <p>(iv) the materials are safe-guarded by the successful vendor against losses, shortage and misuse due to the successful vendor postponing the execution of the work or otherwise,</p> <p>(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the successful vendor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the successful vendor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,</p> <p>(vi) in the event of storage of such materials outside the Trustees' protected areas the Successful vendor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.</p> <p>(vii) The amount of advance shall be recoverable from the successful vendor'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) &amp; (vi) above, shall be returned to the Successful vendor duly discharged by the Engineer on behalf of the Trustees.</p>	
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6.7	No certificate of the Engineer or his representative shall protect the Successful vendor against or prevent the Trustees from obtaining repayment from the Successful vendor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Successful vendor on any account.	Recovery for wrong and over payment.
6.8	No claim for interest shall be admissible or payable to the Successful vendor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Successful vendor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Successful vendor.
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the successful vendor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender.
7.2	<p>The Engineer shall have the power to order the Successful vendor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Successful vendor upon receipt of such an order shall act as follows :</p> <p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	Engineer's power to vary the works.
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract.

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

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8.1	Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Successful vendor, cause delay in completing the work, the successful vendor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Successful vendor and his decision shall be binding on the Successful vendor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.	Extension of completion time.
8.2	(a) If the Successful vendor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Successful vendor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.	'Liquidated Damage' and other compensation due to Trustees.
	(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Successful vendor. The payment or deduction of such compensation/damage shall not relieve the Successful vendor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Successful vendor'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 Successful vendor, after a minimum three days notice in writing has been given to the Successful vendor by the Engineer or his Representative.	



8.3	<p>Without being liable for any compensation to the Successful vendor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Successful vendor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:</p> <ul style="list-style-type: none"> <li>(i) The Successful vendor has abandoned the contract.</li> <li>(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Successful vendor's lapses.</li> <li>(iii) The Successful vendor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.</li> <li>(iv) The Successful vendor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.</li> </ul>	Default of the successful vendors remedies & powers/Termination of Contract.
	<ul style="list-style-type: none"> <li>(v) The Successful vendor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</li> <li>(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the successful vendor 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.</li> <li>(vii) The Successful vendor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.</li> </ul>	



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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 Successful vendor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.	
8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Successful vendor's risk and expense and the Successful vendor 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 Successful vendor, had he duly completed the whole of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Successful vendor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Successful vendor until the work is completed by other agency and the Successful vendor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	

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9.1	On completion of execution of the work the Successful vendor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Successful vendor 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 Successful vendor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Successful vendor in any manner deemed suitable by the Engineer.	Successful vendor's obligation for maintenance of work.
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 successful vendor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Successful vendor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Successful vendor of his obligations under the contract for full and final completion of the work.	Certificate of final completion.
9.3	On completion of the contract in the manner aforesaid, the Successful vendor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Successful vendor, after making deduction therefrom in respect of any sum due to the Trustees from the Successful vendor.	Refund of Security Deposit.
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	

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

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

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	[c]	<p>Successful vendor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.</p> <p>No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the successful vendor after submission of certificate in Form G.C. 3 by him.</p>	
	[d]	<p>Successful vendor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.</p>	
	[e]	<p>The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Successful vendor.</p>	

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**Appendix-15**

**FORMAT FOR SUBMISSION OF PRICE BID**

**Table 1**

<b>Sl. No.</b>	<b>Item</b>	<b>Quoted Rate in Indian Rupee (in figure)</b>
1.	Rate per MT. of loading ash through the Ash Handling Facility.	

**Note:**

- (i) The tenderer shall quote rates in respect of item at Sl. No. -1 both in figure and in word.
- (ii) If there is any conflict in figure & word, then the quoted rate in figure will prevail.
- (iii) Any correction in figure & rate shall be countersigned by the bidder with seal.
- (iv) The rates to be quoted shall be inclusive of all charges, Taxes, Cess, Duty etc excepting Service Tax and Educational Cess.

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date: .....**

**Seal**