

**KOLKATA PORT TRUST**

Medical Department

**RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST****Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015****Notice Inviting Tender**

Sealed Tenders are invited from Manufacturers fulfilling eligibility criteria mentioned below or their authorized Dealers / Distributors / Stockists / Agents for "Supply, Delivery, Installation & Commissioning of 1 (One) No. Digital Radiographic System at Centenary Hospital of Kolkata Port Trust" as per schedule of services as specified in this tender and in accordance with the General and Special Conditions of Contract.

1. TENTATIVE CALENDAR OF TENDERING PROCESS:

1	Publication of Purchase Notice in Newspapers	25 / 03 / 2015
2	Hosting of NIT in KoPT Website & CPP Portal	On and from 25 / 03 / 2015
3	Sale of Tender Document	On and from 25 / 03 / 2015
4	Pre-bid Meeting	07 / 04 / 2015 (at 15.00 hrs.)
5	Last Date of Sale of Tender Document	17 / 04 / 2015 (upto 14.00 hrs)
6	Last Date of submission of Tender	17 / 04 / 2015 (upto 15.00 hrs)
7	Opening of Cover-I & Cover - II (Techno-Commercial Bid)	17 / 04 / 2015 (at 15.30 hrs)
8	Opening of Cover-III (Price Bid)	Exact date & time will be confirmed to the Techno-Commercially qualified bidders.

Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

2. COST AND AVAILABILITY OF THE TENDER DOCUMENT:

The Tender Document may be procured from the Treasurer, Finance Department, Kolkata Port Trust, 15 Strand Road, Kolkata - 700 001 from **25 / 03 / 2015 to 17 / 04 / 2015** (both days inclusive) between 11 A.M and 2 P.M on all working days excluding Saturdays, Sundays & Holidays on payment of **Rs. 3000.00** (Rupees Three Thousand only) against 'Treasury Receipt', copy of which should be submitted along with the tender. The Cost of the Tender document is not refundable.

Tender Document may also be downloaded from KoPT Website: www.kolkataporttrust.gov.in and Central Public Procurement Portal www.eProcurement.gov.in for which the bidder must submit in **Cover - I**, Pay Order / Banker's Cheque / Demand Draft worth Rs. 3000.00 drawn on a Schedule / Nationalized bank in favour of 'Kolkata Port Trust' and payable at Kolkata.



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For Micro & Small Enterprises (MSE's) registered with NSIC:

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for the tendered out item are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- Micro & Small Enterprises (MSE's) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification dt. 26/03/2012.
- When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
- If Micro & Small Enterprises (MSE's) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer against the tender will not be considered.
- Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the Bid.
- SSI Units registered with NSIC under single point registration scheme for the tendered out item will be exempted from deposit of the Cost of Tender document on submission of valid supporting document(s).

3. ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to submit **self attested** photocopy of the following documents:

- (1) Trade License / Certificate of Incorporation.
- (2) Central Sales Tax / VAT Registration Certificate and Service Tax Registration Certificate.
- (3) PAN & TAN.
- (4) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on 31st. March 2014.
- (5) Financial Statement showing average annual financial turnover during the last 3 years ending 31st March 2014 being at least **Rs. 34 lacs**.
- (6) Experience of having three or two or one completed similar work contract carried out satisfactorily during the last seven years ending on **February 2014** costing not less than the amount as mentioned below:

(i) Contract value Rs. **45 lacs** each in case of three contracts or,



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(ii) Contract value Rs. **56.25 lacs** each in case of two contracts or,

(iii) Contract value Rs. **90 lacs** each in case of one contract.

The satisfactory work experience should be substantiated by producing relevant documents viz. - Certificate of Execution / Goods Receipt Note / Excise Invoice / Tax Invoice / Receipted Challan Copy / Payment Receipted documents etc.

(7) ESI Registration No.

(8) EPF Regn. No.

(9ai) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

a ii) In case they are covered under ESI Act they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

a iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirmed before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth not less than Rs. 10/- to that effect as per enclosed KoPT approved format. (Format of affidavit is enclosed at the end of the techno-commercial bid).

Regarding submission of Affidavit, the Stamp Paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit. The Affidavit must be sworn in after the date of hoisting / publication of NIT.

a iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident inflicted to his labourer in a Non-Judicial Stamp Paper worth Rs. 50.00 (Format of Indemnity Bond is enclosed at the end of the Techno-Commercial Bid).

9b) All intending tenderer shall have to furnish the details of EPF Registration failing which their tender would be liable to be cancelled. If they do not have the said Registration an Affidavit to this effect on a Non-Judicial Stamp Paper worth not less than Rs. 10/- has to be submitted by the bidder in the prescribed format as per Appendix - F.

Regarding submission of said Affidavit, the Stamp Paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit. The Affidavit must be sworn after the date of hoisting / publication of NIT.

4. **PRE BID MEETING:**

A pre-bid meeting will be held at the Centenary Hospital on **07 / 04 / 2015 at 15.00 hrs.**

5. **INSTRUCTIONS TO BIDDER:**

5.1 The tender document is not transferable and shall be submitted in the name of the Person / Firm / Corporation in whose name the tender document was issued. No Bidder is allowed to submit more than one TENDER. Please note that the Bidder of the tender should be either Indian agent of the Principal / OEM or the Principal / OEM itself, but the Indian agent and the Principal / OEM will not be allowed to participate in the tender simultaneously. Also an Indian agent is

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allowed to participate in the tender for the tendered out item(s) with the authorization of not more than one Principal / OEM. If more than one bid is submitted by a particular bidder with authorisation from more than one OEM / Principal then all the bids submitted by the bidder will be rejected.

- 5.2 **Power of Attorney:** Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Power of Attorney on Non-judicial Stamp Paper of Rs. 100/- duly notarised accompanying the offer shall indicate such authorization which should be enclosed in Cover-1.
- 5.3 Each page of the NIT must be signed with seal and date by the authorized signatory of the bidder in indelible ink and must be submitted along with the tender. Bidder shall not use white ink for correction at any place of the tender paper. Necessary correction if required may be done only striking through the wrong entry under initial and office seal. Non compliance of the same will entail the tender as non responsive and hence may disqualify the offer.
- 5.4 Tender for the above work should be submitted in accordance with the **Schedule of Quantities** as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of Contract. **The Special Condition of Contract will prevail over and above the General Conditions of Contract.**
- 5.5 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be hoisted in website of KoPT / CPP Portal. **Hence all the intending bidders are advised to keep close watch on the website of KoPT / CPP Portal in their own interest.**
- 5.6 **Earnest Money:** An amount of **Rs. 2,25,000.00 (Rupees Two Lacs Twenty Five Thousand only)** should be deposited as Earnest Money by Bank Draft / Banker's Cheque / Pay Order executed by a Nationalised / Schedule Bank in favour of 'Kolkata Port Trust' and payable at Kolkata. Tender not accompanied by Treasury receipt issued by the Treasurer of KoPT against deposit of Earnest Money by Bank Draft / Banker's Cheque / Pay Order or the original Bank Draft / Banker's Cheque / Pay Order placed in the sealed Cover - I will be rejected. After the award of the contract the Earnest Money of the unsuccessful bidders will be refunded without interest on receipt of application as early as possible. The proof of deposit of Earnest Money must be submitted in a separate sealed envelope in **Cover-I** superscribed with "**EARNEST MONEY**" against Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015. In case the bidder is exempted from deposit of Earnest Money, the supporting document has to be submitted alongwith the tender in Cover - I. The earnest money of the successful bidder will be refunded only after receipt of entire Security Deposit amount. In case the successful bidder fails to accept the contract or fails to deposit Security Deposit amount, the EMD will be liable for forfeiture. The Kolkata based tenderers shall provide the Bank account details for refund of the EMD through ECS. Wherever ECS facility is not available, the EMD will be refunded through NEFT / RTGS for which Bank Charges is to be paid by the bidder; necessary information in this regard need to be furnished by the tenderers.

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Note: 1. Exemption from depositing of Cost of Tender Document and Earnest Money for Micro & Small Enterprises (MSE's) registered with NSIC: (See Note under Para 2 above).

2. Bidders registered with DGS&D and SSI Units registered with NSIC under single point registration scheme will be exempted from deposit of Earnest Money on submission of valid supporting document(s).

5.7 **Site Visit:** The intending bidder may also visit the site at their own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission from the Chief Medical Officer. No clarification will be made to the intending bidders after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final & binding in this regard.

5.8 **Tender Submission Procedure:**

THE TENDER must be submitted in THREE PARTS in THREE SEPARATE SEALED COVERS as follows:

COVER-I: To be superscribed as "**COST OF TENDER DOCUMENT & EARNEST MONEY**" against Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015" and will contain the following:

- i) Treasury receipt issued by the Treasurer of KoPT against deposit of Cost Of Tender Document or the original Pay Order / Banker's Cheque / Demand Draft of Rs. 3000.00 for the same, drawn on a Schedule / Nationalized bank in favour of 'Kolkata Port Trust' and payable at Kolkata.
- ii) Treasury receipt issued by the Treasurer of KoPT against deposit of Earnest Money by Bank Draft / Banker's Cheque / Pay Order or the original Bank Draft / Banker's Cheque / Pay Order of Rs. 2,25,000.00 for the same, executed by a Nationalised / Schedule Bank in favour of 'Kolkata Port Trust' and payable at Kolkata.
- iii) In case the bidder is exempted either from deposit of Cost of Tender Document or Earnest Money or both, the supporting document in favour of the same should be submitted to avail the said exemption.

COVER-II: To be superscribed as "**Techno-Commercial Bid for "Supply, Delivery, Installation & Commissioning of Digital Radiographic System at Centenary Hospital of Kolkata Port Trust"** Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015" will contain:

- i. Company Particulars (as per Appendix 'A') and documents as mentioned in Clause 3,
- ii. Copy of Treasury Receipt or Pay Order / Demand Draft / Bankers' Cheque of Rs. 3000/- (Clause 2)
- iii. Earnest Money (Clause 5.6)
- iv. Power of Attorney (Clause 5.2)

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- v. The complete NIT duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 5.3)
- vi. Techno-Commercial Specifications as per Appendix-'B' and compilation chart of the offered equipment with that of specifications of NIT supported with literature. Brand and Maker's name of the offered item should be mentioned.
- vii. Life span of the offered item and Guarantee for availability of Spare Parts and Consumables during the declared life span should be submitted.
- viii. In case the offer is submitted by an Authorised Dealers / Distributors / Stockists / Agents on behalf of the Manufacturer, a valid self attested Authorisation Certificate from the Manufacturer has to be submitted along with the offer. In case any bidder submit offer with 2nd stage authorisation, they have to prove with supporting documents that the 1st stage authorised firm who has appointed and issued 2nd stage authorisation in their favour has been authorised to do so, by their Principal manufacturer. The Trustees will not recognize any assignment or endorsement in favour of third parties of any order arising out of this tender other than the authorized Dealers / Distributors / Stockists / Agents.
- ix. Self attested Order copies with supporting Performance Certificate of supplying the tendered or similar equipment to Govt. Organisation or other Institutions of repute with Full Name, Address, Contact Nos., during the last seven years should be produced with the Techno-Commercial Bid of the Tender. The Order Copies & Performance Certificates from the Authorised Dealer (1st Stage) may be acceptable when tender is submitted by 2nd stage authorised Dealers / Distributors / Stockists / Agents, only when the authorised Dealer (1st stage) submits an undertaking in Non-judicial Stamp Paper of at least Rs. 10/- accepting all the tender Clauses including After Sales Service as agreed upon by the 2nd stage authorised Dealers / Distributors / Stockists / Agents who has submitted the tender paper. The authorised Dealer (1st stage) will be responsible for fulfilling all the tender conditions in case the 2nd stage authorised Dealer / Distributor / Stockist / Agent fail to comply the same. In case of failure to comply above by 1st stage authorised dealer, the OEM is to ensure to render all services both during Warranty & CAMC period. Accordingly a confirmatory letter from the OEM in this regard should be submitted while submitting the offer.
- x. Catalogue / Literature of the quoted item. Compilation Chart of the Technical Specification with that of the Specification of NIT.
- xi. Detail Address of the Service Centre in and around Kolkata as well as in Eastern Region of India, duly accredited by the Manufacturer along with the Name, Address and Phone No. of the Contact Person must be furnished.
- xii. ISO or equivalent accreditation certificate in favour of the manufacturer, if any.
- xiii. The Check List in **Page 15** is to be filled in, signed, stamped and submitted positively along with the Techno-Commercial Bid.
- xiv. Unconditional Acceptance of all the Conditions of the Notice Inviting Tender in a separate letter.

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- xv. The "General Condition of Contract" the copy of which is enclosed herewith is to be submitted duly signed and sealed in each page by the bidder along with the offer. The "General Condition of Contract" may be downloaded from the website of Kolkata Port Trust.

In addition to the above, the Documents as mentioned in Para 3 (Sl.No.1 to 9) above are to be submitted.

COVER-III: To be superscribed as "Price Bid for "Supply, Delivery, Installation & Commissioning of Digital Radiographic System at Centenary Hospital of Kolkata Port Trust" - Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015" will contain:

- (i) Only Price Bid as per Appendix 'C'.

These **THREE SEALED COVERS (COVER I, II & III)** should then be put together in a **BIG ENVELOPE**, duly sealed and superscribed "**RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST AGAINST RE-TENDER NO. MED / PR / ADVT / 220R / 14-15 / 2346 DATED 23 / 03 / 2015**" and sent to the Chief Medical Officer, Centenary Hospital, Diamond Harbour Road, Kolkata-700053. Alternatively, the Sealed Tender may also be dropped in the 'Tender Box', kept at the Administrative Office of the Centenary Hospital (located near Majherhat Bridge / Kolkata Mint) between 25 / 03 / 2015 and 17 / 04 / 2015 (both days inclusive) from 10 A.M to 2 P.M on all working days excluding Saturdays and Sundays.

All envelops (Cover-I, Cover-II & Cover - III and the Big Envelop containing Cover - I, II & III) should bear the Name, Address and telephone / Fax Nos. of the firm submitting the tender.

6. **Last Date of Submission:** Sealed Tenders must reach the Office of the Chief Medical Officer, Kolkata Port Trust latest by **15.00 hrs. on 17 / 04 / 2015** after which no tender shall be accepted.
7. **Opening of Tender:** **COVER-I & COVER - II** of the Re-Tender shall be **OPENED at 15.30 hrs. on 17 / 04 / 2015** at the Centenary Hospital in presence of representatives of the bidders. One authorized representative of each bidder may be present at the time of opening of **Cover-I**. The person representing the bidder should carry a letter of authority to be issued by the authorized signatory of the bidder. To assist in the examination, evaluation and comparison of tenders, Chief Medical Officer may at his discretion, ask the Bidder for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.

Under no circumstances the Due Date of the Re-Tender will be extended.

Price Bids will be opened later and will be notified in advance to the Techno - Commercially qualified Bidders only.

8. **VALIDITY OF OFFER:** The offer should be **VALID** for a period of not less than 90 (ninety) days from the date of opening of the **PRICE BID**.

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9. **WITHDRAWAL OF TENDER:** Withdrawal of tender / offer in the interval between the closing date for submission of tender and the expiry of the period of its validity will result in forfeiture of Earnest Money.
10. **REJECTION OF TENDER:** The issuing authority reserves the right to ACCEPT / REJECT any or all tenders without assigning any reason whatsoever.
11. **AMENDMENT OF TENDER DOCUMENTS:**
 - a) At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents.
 - b) The amendment shall be part of the Tender Documents and will be notified by publication in the KoPT's website and Central Public Procurement Portal and will be binding on the prospective Bidders.
12. **DEMONSTRATION CLAUSE:** During the evaluation of the Pre-Qualification Bid of the respondent Firm/s, the Chief Medical Officer at his discretion may ask the Bidder/s to make arrangement to demonstrate the offered item(s) & its functioning for inspection by a Technical Committee to be formed by the Chief Medical Officer, either at the Centenary Hospital KoPT / one or more sites where the item(s) is / are already installed (within Kolkata) or at its own premises. The demonstration will have a bearing on the technical evaluation of the equipment(s). The transport arrangement of the Committee members will be arranged by KoPT.
13. **PRICE:**
 - a) Price must be quoted in Price Bid in I.N.R. only. Each figure stated should be repeated in words also. Tender shall be rejected if bidder quoted Prices / Rates in Techno-Commercial Bid.
 - b) The details of all charges, such as Packing, Cartage, Delivery, Installation Charges, Training Charges to Doctor, if any, must be mentioned separately in the Price Bid.
 - c) The prevailing rates & details of Tax elements like Customs & Excise Duty, Cess, Sales Tax, VAT etc. if any applicable must be mentioned separately in the Price Bid. Rate of C.S.T. / VAT in full may be stated as KoPT will not furnish 'C' or 'D' form. Further the Rates and items on which the amount of Service Tax is applicable, if any, is also to be mentioned.
 - d) Separate Price list for each and every Optional Item/s if any, to be stated clearly.
 - e) Separate price list for each year of CAMC for (5) five years to be attached. The CAMC for Five years will commence immediately after successful completion of the Warranty period.
 - f) The charges for Calibration as per ISO 9001:2008 specification if applicable should be inclusive in the offer.
 - g) The Rate of Discount over and above the price quoted, if any, to be stated clearly at Sl. No. 2 of the Price Offer. Any conditional discount will not be considered for the purpose of inter-se position.

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- h) The bidder must keep it in mind that the instrument is for the Hospital of KoPT and the rates of each and every item will be same as those quoted to Govt. Hospital. An undertaking to this effect is to be submitted by all the participating bidders.
- i) The bidder i.e. Manufacturer / Authorised 1st Stage Dealer / 2nd stage Dealers / Distributors / Stockists / Agents etc. as mentioned in the Pre-qualification Criteria set out for the instant tender must provide all relevant document for availing Cenvat Credit by KoPT along with the supply & delivery of the tendered out item. As KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable. Reimbursement of Service tax will be made to the Contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994". Requisite documents in this regard are required to be submitted by the successful bidder.

However the contractor is liable to pay the Service Tax element at applicable Govt. rate fixed by the Govt. from time to time at applicable rates against L.D., Damage, Penalty, Land Rent, Electricity Charges etc. & same will be deducted from his bill when sent to finance department for payment.

Cenvat Criteria: In the event of cenvatable bought out items, if any, the contractor is required to ensure that invoices are drawn in the name of contractor and it should be marked " account Kolkata Port Trust" as per cenvat credit rules and regulations. KoPT would provide the Service Tax Registration No. for availing Cenvat Credit.

- j) The Buy Back Price of the Old existing X-Ray Machine should be mentioned at Sl. No. 3 of the Price Bid.
- k) No price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof.
- l) Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITIONS.**

Special Note:

Printed Conditions if any overleaf the letter head / any other document not contained in the NIT document will not be given cognizance by KoPT and no such condition will prevail at any time during the Contract period including CAMC and Warranty period.

14. SECURITY DEPOSIT:

- a) The tender is subject to Security Deposit for an amount of Ten per cent (10%) of the value of the Contract - which is to be submitted by the successful bidder either by Demand Draft / Pay Order / Banker's Cheque drawn on a Scheduled Bank and in favour of Kolkata Port Trust payable at Kolkata and to be submitted with the Treasurer of Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the self attested photo copy of Treasury receipt is to be submitted to Medical Dept. or in the form of Bank Guarantee issued by any Scheduled Bank to ensure due performance of the contract, within 30 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit.



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- b) Security Deposit should remain valid for a period of 60 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.
- c) The Security Deposit so deposited will be refunded without any interest only after 60 days from the date of successful completion of Warranty Period and only on entering into the CAMC Contract with KoPT.
- d) The proceeds of the Security Deposit shall be payable to the Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the Contract.
15. **EVALUATION CRITERIA:** Evaluation of the tender shall be made on the Lowest Price Offer of the D. R. System after adjusting Discount if any, and Buy back value of the Old Equipment plus Other Charges, Taxes & Govt. duties and CAMC rates for 5 (Five) years taken together (as appears at Row Sl. No. 9 of the Price Bid) from among the techno-commercially qualified bids, excepting Service Tax, which will be payable extra at actuals (Item Sl. No. 10 of Price Bid) on submission of valid documents / papers.
16. **LICENCES AND PERMITS:** The awarded Vendor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him.
17. **PERFORMANCE SECURITY:** The successful bidder shall have to furnish the Performance Security in the prescribed format to be provided by KoPT along with the confirmed Order.
18. **DELIVERY:**
- 18.1 As the item is required urgently, the Bidder must mention the earliest delivery, installation and commissioning period for the tendered item(s). In any case, this period including Installation & Commissioning should not be more than 60 (sixty days) from the date of placement of order. Installed equipment will be under observation of the KoPT authorities for a period of one month from the date of successful commissioning of the Equipment. The awarded Vendor shall arrange for proper and appropriate demonstration of the equipment to the satisfaction of the Technical Committee as may be formed for the purpose after which the equipment shall be said to be successfully commissioned. The Completion Certificate will be issued after one month of satisfactory performance of the Equipment. Warranty period shall be reckoned from the next day of issue of Completion Certificate of the equipment. Arrangement regarding delivery, loading / unloading, installation & commissioning etc. will be to the Seller's account.
- 18.2 The ordered material will have to be appropriately installed at the Centenary Hospital with prior permission of the appropriate authority at least 7 (Seven) working days in advance. Site inspection may be done prior to delivery if necessary, at Bidder's own cost.
- 18.3 Since the tender is for supply, delivery, installation and commissioning, prices quoted must be F.O.R. Centenary Hospital and should include all charges that may be necessary for successful commissioning. KoPT shall not bear any charges, which the Bidder may have to bear prior to commissioning and handing over of the instruments.

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19. **WORKMEN COMPENSATION:** The successful bidder must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at the point of delivery at K.o.P.T. / H.D.C.'s site, under Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
20. **BUY BACK OF THE OLD EXISTING X-RAY MACHINE:**
- a) The intending Bidder has to quote the Buy Back Price of the Old existing X-Ray Machine of Model: KLINOGRAPH / HELIOPHOS P, Make: SIEMENS, Year of Purchase 1991 still in working condition. The quoted Buy Back Price will be taken into consideration for evaluating the Price Bid of the firm.
 - b) The removal of existing X-Ray Machine & Accessories (which has been offered for Buy Back) is to be done by the successful Bidder at their own arrangement & cost, before installation of new Digital Radiographic System for which they can make prior inspection of the Site.
 - c) The intending bidder may visit the Centenary Hospital for inspection of the Old X-Ray Machine before submission of their offer.
21. **TRAINING TO DOCTOR:** The successful bidder has to arrange Training of the Doctor and Radiographer of the Centenary Hospital, KoPT, for at least for 7 days for operation and handling of the Digital Radiographic System supplied by them at their cost.
22. **WARRANTY:**
- a) The Bidder must provide a Warranty of at least 24 months for the equipment as well as all parts and accessories, from the date of successful commissioning and handing over of the equipments to KoPT at the Centenary Hospital.
 - b) The successful Bidder shall make good at his own expenses all defects due to faulty design, material and workmanship, which may, during the Warranty period of 24 months (from the date of successfully commissioning), develop under proper use within 3 (Three) days from the receipt of report from the appropriate authority of the hospital. If any difference of opinion arises on any of the provisions of this clause, the decision of the Chief Medical Officer shall be final and binding.
 - c) Failure to comply with the above at 22 (b) KoPT will be at liberty to get the repair done and deduct the cost thereof from the amount lying with them as Security Deposit as far as possible & practicable. If the cost of such repairs exceeds the amount of Security Deposit, the successful Bidder shall pay the balance amount to KoPT. In the event of failure to comply above, KoPT will realise the excess amount from their pending bills if any.
 - d) The Bidder/s should categorically mention the list of Consumable Item/s, if any which are not covered under the Warranty Clause.

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23. **TEST AND GUARANTEE CERTIFICATES:** The successful Vendor shall have to submit Manufacturers Test and Warranty Certificate(s) or Certificate from a Govt. / Govt. Registered / recognised / approved Test House or Laboratory with regard to the machine, its accessories, consumables, etc. wherever applicable, along with the supply.
24. **TERMS OF PAYMENT:**
Payment will be made after one month of submission of the Certificate issued by KoPT towards successful installation and commissioning of the awarded material at the Centenary Hospital, KoPT, on submission of Bill complete in all respects and other related documents as per agreement through NEFT / RTGS.
No advance payment will be made at any stage prior to Supply, Delivery, Installation and Commissioning of the items.
25. **RISK PURCHASE CLAUSE:** Any default in the supply or failure to deliver an approved quality or ordered material within the time stipulated may involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from any other source at the risk and expenses of the defaulting Supplier.
26. **LIQUIDATED DAMAGE:**
- 26.1 On receipt of Award of Contract, if the Contractor fails to carry out the contract within the delivery period, or such extension thereof as communicated by the Chief Medical Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty, $\frac{1}{2}$ % (half percent) of the total value of work (Contract Price) as mentioned in the letter of acceptance of the tender/offer, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work. Service Taxes at applicable rates will be deducted on L.D. amount.
- 26.2 Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation / damage, from any money due or likely to become due to the contractor. The payment or deduction of such compensation/damage shall not relieve the contractor of the obligation to commence the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Chief Medical Officer, the work may be ordered to be completed by any other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing has been served to the Contractor by the Chief Medical Officer or his Representative.
27. **AFTER SALES SERVICE:**
The selected bidder must clearly mention the facilities for providing after-sales servicing and maintenance of the equipment after the expiry of the Warranty period. The selected bidder must clearly mention the details of setup / arrangement available in and around Kolkata for attending any breakdown call. After expiry of the Warranty period, the selected bidder will have to enter into

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Comprehensive Annual Maintenance Contract for the supplied equipments. The terms & conditions of the Comprehensive Annual Maintenance Contract shall be as follows:

- a. The rate for Comprehensive Annual Maintenance Contract (CAMC) shall be quoted for 5 (five) years. The bidder shall ensure supply of all Spares including Consumables for providing maintenance support during the declared Life Span of the equipment after successful completion of the Warranty period.
- b. Bidder must mention about the commitment regarding the number of routine preventive maintenance /check up that shall be undertaken. In the event the preventive maintenance is not done according to the scheduled time, proportionate deduction will be made from the CAMC charges. Further, the Bidder must provide check list after each of the preventive maintenance, breakdown, repair and calibration and it should be done as per ISO/national / international standards.
- c. The response time under the normal circumstances should be 24 hours for any repair reported to the bidder over phone, subsequently followed by email and shall not exceed 24 hours from the time of reporting of any breakdown call. If the selected bidder fails to attend such breakdown calls within the stipulated time as mentioned above, a penalty will be imposed @ 0.5% of Comprehensive Annual Maintenance Contract Value per day's delay or part thereof from the time of reporting, subject to a maximum of 10% of the Comprehensive Annual Maintenance Contract Value.
- d. The equipment should be repaired and commissioned on the day of attending the breakdown call or within the next two days time. In case it is not possible due to valid reasons (major fault, replacement of spare parts not readily available etc.), which is accepted by the Chief Medical Officer, then the same must be commissioned within 1 week's time from the date of break-down call. Non-acceptance of reasons for delay by the Chief Medical Officer / non-commissioning of equipments within 1 week (if allowed) will attract penalty and the Vendor will have to pay to the Trustees @ 0.5% of the CAMC value for each day's delay thereafter subject to a maximum of 10% of the CAMC Value. However, the Chief Medical Officer will be at liberty to get the CAMC repair done by outside agency and deduct the cost thereof from the Vendor from any amount lying outstanding. In case the cost exceeds such amount the Vendor should pay the balance amount to KoPT. These however will not relieve the Bidder from his obligation & liabilities under the Contract. In exceptional circumstances, the Chief Medical Officer may allow extension for such period as is considered reasonable without imposing penalty, against written application of the Vendor.
- e. The Comprehensive Annual Maintenance Contract rate must be inclusive of transportation of materials and persons attending the calls. No arrangement for transport and stay will be made by Kolkata Port Trust. The items for which CAMC is not applicable should be clearly mentioned. Details of Consumable items which are not covered under CAMC should be mentioned clearly as individual items.
- f. Payment for the Comprehensive Annual Maintenance Contract of each year shall be made to the Vendor every year in two installments of 50% of annual CAMC charge basis. The payment shall be made by Cheque / through ECS generally within 30 days after expiry of every six months. If the

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party is willing to take the payment through Demand Draft, the Demand Draft charges shall have to be borne by the party. Else payment of the Comprehensive Annual Maintenance Contract on yearly basis shall be made in advance if, 110% of the said advance amount is covered by a Bank Guarantee and is submitted by the Contractor for the said period. The validity period of the said Bank Guarantee may be allowed to extend upto the next annual CAMC period in order to cover the Comprehensive Annual Maintenance charges.

- g. If the performance of the party is found unsatisfactory or otherwise, the CAMC may be cancelled or may not be renewed at the discretion of the Chief Medical Officer without assigning any reason.
28. **FORCE MAJEURE:** In the event, the contractor / KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc., the affected party shall forthwith but in no case later than 48 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly informs the other party within 24 hours over phone followed by communication in writing and shall commence its obligation in part or in full arising out of this contract (within 48 hours from the date of cessation) that was kept suspended due to such events of Force Majeure.
29. **ARBITRATION:** Disputes if any arising out of this agreement will be settled by arbitration at Kolkata and the decision of the Arbitrator shall be final and binding on both parties.
30. **JURISDICTION:** The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

Encl: Appendix -'A', to "G".

Sr. Dy. Chief Medical Officer (II)
For Chief Medical Officer

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Note: This Check list to be submitted along with the Techno-Commercial Bid duly filled in and signed with official Seal. Separate sheet may be used, if required, to declare anything relating to this tender.

1	Whether the proof of deposit of Cost of Tender Document & Earnest Money, original Tender papers duly signed, stamped and enclosed with the Techno-Commercial Bid and Price Bid in Cover - I, Cover-II & Cover - III respectively, mentioning the number of papers enclosed.	Yes /No
2	Whether Trade License / Certificate of Incorporation / CST / VAT Regn. Certificate / Income Tax PAN / Service Tax Registration / TAN / Audited Balance Sheet and Profit & Loss A/c for the last three years ending 31/03/2014 / ESI & EPF Reg. if applicable have been submitted in Cover-II.	Yes /No
3	Whether the Life Span of the quoted tendered items has been declared and the Guarantee regarding availability of Spare Parts during the Life Span of the tendered items has been submitted along with the TC Bid in Cover-II.	Yes/ No
4	Whether particulars of purchase of Tender Document and Earnest Money Deposit are enclosed in Cover-I.	Yes/ No
5	Whether valid Authorization for this particular tender from the Principal Manufacturer, if any, is enclosed in Cover-II. If First Party authorization is not submitted in that event both the 1 st stage and 2 nd stage authorization should be submitted in Cover-II.	Yes/ No
7	Whether the Catalogue / Technical Literature of the quoted Tendered items is enclosed with TC Bid in Cover-II.	Yes/ No
8	Whether the Compilation Chart of the Specification of the Quoted Equipment with that of the Specification of NIT is enclosed in Cover-II.	Yes/ No
9	Whether there is / are any Optional Item/s which is / are essentially required to run the quoted item and if so, whether the same has / have been clearly indicated in the TC Bid and if there is are any item/s which is / are required to be changed periodically, same also has / have been indicated in the Techno-Commercial Bid in Cover-II and Price of the same has / have been indicated in the Price Bid in Cover-III.	Yes/ No
10	Whether the documents viz. Order Copy / Performance Certificate / Satisfactory Work Experience Certificate are enclosed with the TC Bid in Cover-II.	Yes/ No
11	Whether separate letter confirming Unconditional Acceptance of all Tender Conditions is enclosed along with the TC Bid in Cover-II.	Yes/ No
12	Whether the Rate of Taxes, Govt. Duties (in percentage only, without 'C' or 'D' Form) has been mentioned in Price Bid in Cover-III.	Yes/ No
13	Whether ISO or equivalent accreditation certificate in favour of the Manufacturer of the quoted item and quoted product, if any, is enclosed along with the TC Bid in Cover-II.	Yes/ No

Authorized Signatory of the Tenderer
(with official Seal and date)

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[TO BE SUBMITTED IN COVER -I]

A Cost of Tender Document:

Particulars of Pay Order / Demand Draft / Banker's Cheque (No. , Date, Drawee Bank & Branch)	Amount
	3000.00 (Rupees Three Thousand only)

B. Earnest Money Deposit:

Particulars of Pay Order/ Demand Draft / Banker's Cheque (No., Date, Drawee Bank & Branch)	Amount (In Rs)
	Rs. 2,25,000.00 (Rupees Two lacs Twenty Five Thousand only)

Note: Pay Order/ Demand Draft / Banker's Cheque amounting to Rs. 3000/- and Rs. 2,25,000/- drawn in favour of "Kolkata Port Trust", payable at Kolkata for the Cost of Tender Documents and Earnest Money respectively are to be submitted along with the Techno-Commercial Offer in COVER-I in case Tender Document is downloaded from KoPT's Website : www.kolkataporttrust.gov.in. or Central Public Procurement Portal.

Encl: Pay Order / D.D. / Banker's Cheque Nos. _____ &
_____ (in case the tender document is downloaded or outstation firm)

Authorized Signatory of the Tenderer
(with official Seal and date)

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Name of the Firm / Bidder : _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX : _____

E-Mail: _____ Cell Phone No. _____

Trade License No. _____ (Attach self attested Photocopy)

PAN / TAN _____ (Attach self attested Photocopy)

Bank Particulars:

Name of the Bank: _____ Branch Name: _____

MICR No. _____ IFSC Code No. _____

Account Type: _____ A/C No. _____

Declaration:

It is hereby confirmed that the hard copy of tender being submitted in the techno-commercial bid of the tender is Identical to the one downloaded from your web site / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or Quasi-Government Agency or PSU. If the declaration found incorrect in future our offer will be liable for rejection.

Offer No. _____

Date: _____

Authorized Signatory of the Tenderer
(with official Seal and date)

**KOLKATA PORT TRUST****Medical Department****RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST****Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015****APPENDIX - 'B'****TECHNO-COMMERCIAL SPECIFICATIONS AND SCHEDULE OF SERVICE****[TO BE SUBMITTED IN COVER -II]**

The Digital Radiographic System has to be Supplied, Delivered, Installed, and Commissioned at Centenary Hospital. Detailed Users' Manual must be supplied with the equipment.

The complete and detailed Technical Specifications of the offered equipment must be enclosed along with this offer.

A. Basic System :

1. A fully Digital Radiographic System capable of Detector exposure in vertical, horizontal and oblique positions to perform all skeletal body and chest radiography.
2. The Digital Radiographic System should provide high clinical versatility, improved workflow, state-of-the-art image quality, and should be reliable and easy to use the system.
3. A general-purpose Digital Radiographic System with Double Detector, High frequency Generator, Image acquisition system, Wall stand and Radiographic table.

B. X-Ray Generator :

1. Generator should be of latest technology with High frequency / Inverter technology for constant output.
2. Output power should be 50 Kw or above.
3. mA should be not less than 500 mA. (Equivalent - output power KVP Range).
4. KVP Range : 40-150 KV
5. It should have automatic exposure control device (or any other).
6. It should have digital display of mA, KVP and mAs.
7. Anatomical programming radiography should be possible.
8. It should have overloading protection.

C. X-Ray Tube :

1. The X-Ray tube should be rotating anode high speed, compatible with the Generator and must have Dual Focus.
2. Focal spots of the following sizes: Large focal spot should be 1.2 mm or less. Small focal spot should be 0.6 mm or less.
3. Anode heat storage capacity: 300 KHU or more.
4. Mention the target angle.



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D. Ceiling Suspended Column Stand :

1. Specify - vertical travel, longitudinal travel, transverse / lateral travel and column rotation.
2. Tube column rotation at vertical axis and horizontal axis (+/ -) 180 degrees.
3. Electromagnetic locks for all movements of the stand.

E. X-Ray Table:

1. Horizontal table with four-way floating table top.
2. Specify the table height.
3. The table should allow quick and easy positioning of the patient, thereby saving time.
4. Maximum Patient weight capacity should be 170 Kgs. or more.
5. Electromagnetic or eq. locking for positioning the table top.
6. Patient compression band and lateral Detector holder.

F. Vertical Bucky Stand for Chest Exposure:

G. Digital Flat Panel Detector:

1. The Detector should be the latest generation Flat Panel Detector system for vertical and table X-Ray radiography, Cesium Iodide, Amorphous Silicon combination.
2. Flat Panel Detector of at least 17 inches x 17 inches size.
3. Pixel size - please specify.
4. Active Matrix should be at least 3k X 3k.
5. Image depth should be at least 14 Bit.

H. Image Acquisition and Image Processing :

1. The Digital Workstation should be based on the latest High Speed Processors of at least 32 Bit.
2. It should have the possibility of acquiring the image from the Detector system.
3. It should have image storage disc of 150 Gigabyte or more.
4. It should have RAM of at least 2 GB.
5. The system should have ready DICOM interface (like, send, receive, print for connectivity to any network computer / PC, etc. in DICOM format).
6. The system should have ready DICOM interface and networking capability with RIS / HIS / PACS.
7. Operating Console should have facility for patient data entry, viewing and processing images.



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8. Workstation must be provided for image processing, image display, post processing functions and networking with colour monitor LCD / TFT type, size 18" with Matrix 1024 x 1024.
9. The system should have an integrated CD / DVD - RW facility.

I. Standard Applications :

Full range of measurement tools and automated brightness / contrast control with automated image shuttering.

J. Essential Accessories:

1. UPS of appropriate rating (with half hour back-up) for the acquisition workstation.
2. Suitable DICOM camera with at least three trays, online.

K. Others :

- The quoted model should be AERB approved and CE / FDA certified.
- The dimensions mentioned may vary & slight variations may be accepted if technical committee so decides.

Authorized Signatory of the Tenderer
(with official Seal and date)

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Sl. No.	Name of the Equipment & Specifications	Tendered Quantity	Make / Model / Brand Offered
1.	Digital Radiographic System as per specifications mentioned in the Techno Commercial Bid (Appendix - B). <u>Technical Specification of the offered Brand.</u>	1 (One) No.	

Note:

1. **Compilation Chart of the Specification of the Quoted Equipment with that of the Specification of NIT is to be submitted in a separate sheet.**
2. **List of Consumable / Accessories not covered under Warranty / CAMC along with its Prices are to be submitted along with the Price Bid in Cover - III.**

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[Please detach the Price Bid Form and submit the same duly filled in & signed under the cover of "PRICE BID". In the event of the Price Bid Form partly or wholly filled up appearing in any other cover than the Price Bid this will make the tender Offer informal and liable to be rejected.]

Sl. No.	Name of the Equipment & Specifications	Tendered Quantity	Rate in Rs. (In figure and Words)
1.	Digital Radiographic System as per specifications mentioned in the Techno Commercial Bid (Appendix - B)	1 (One) No.	
2.	Less: Discount if any		
3.	Less: Buy Back Price of the Old existing X-Ray Machine.		
4.	SUB TOTAL		
5.	Other Charges if any. (Please Specify).		
6.	Sales Tax / VAT @____%		
7	Total		
8.	CAMC Charges Per year (applicable for 5 years post Warranty)		
9.	GRAND TOTAL IN RS.		
10.	Service Taxes on CAMC Charges.		

Grand Total in Rupees _____

 Offer No. _____
 Date: _____

 Authorized Signatory of the Tenderer
 (with official Seal and date)



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CST / VAT Registration No. _____

Service Tax @ _____%

Note:

- Evaluation will be made as per the amount mentioned against Row Sl. No. 9 (Grand Total) above.
- Service Tax as applicable will be paid extra.

Offer No. _____

Date: _____

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX - D

FORMAT OF AFFIDAVIT FOR NOT HAVING E.S.I REGN. NO.

On Rupees Ten Non-Judicial Stamp Paper BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT ____

AFFIDAVIT

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

1. That I am the Proprietor / Partner of ----- having office at -----
----- and carrying on business on the said
name and style.

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

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Sub Clause No. 7 of "Eligibility to Bid" Clause No. 3 of Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015 issued by Kolkata Port Trust in respect of the work (the name of the work is to be mentioned)

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

DEPONENT

Identified by me

**KOLKATA PORT TRUST****Medical Department****RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST****Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015****APPENDIX - E****(FORMAT OF INDEMNITY BOND FOR NOT HAVING E.S.I REGN. NO.)****On Rupees Fifty Non -Judicial Stamp Paper****I N D E M N I T Y B O N D**

By THIS BOND I, Shri / Smt -----, son of Shri / Smt -----
----- Residing at ----- by occupation ----- the Partner / Proprietor / Director ---
----- having office at ----- am a tenderer under Medical Department, Kolkata Port Trust (A
statutory body under MPT Act, 1963)

2. WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted, to furnish an Indemnity Bond in favour of Medical Department, Kolkata Port Trust against all damages and accident to the Labour/s of Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITHNESSTH THAT the Tenderer / Contractor named herinabove shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labour/s of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015.
4. AND the Contractor hereunder agrees to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative And also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I _____, the Partner / Proprietor / Director
_____ Hereto set and seal this the ----- Day of ---
----- In the year ----- at -----

Sureties**Witness:**

1. Signature
Name: -
Address
2. Signature
Name: -
Address
3. Signature
Name: -
Address

Signature of the Indemnifier

1. Signature
Name: -
Address
2. Signature
Name: -
Address
3. Signature
Name: -
Address



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APPENDIX - F

FORMAT OF AFFIDAVIT FOR NOT HAVING E.P.F A/C.NO.

On Rupees Ten Non-Judicial Stamp Paper BEFOR THE 1ST CLASS JUDICIAL MAGISTRATE AT --

AFFIDAVIT

I _____ son of _____ aged about _____ Years, by faith _____, by Occupation _____, residing at _____ do hereby solemnly affirm and declare as follows:

1. That I am the Proprietor / Partner of _____ having office at _____ and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in 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 Sub Clause No. 8 of "Eligibility to Bid" Clause No. 3 of Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015 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



KOLKATA PORT TRUST

Medical Department



RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST

Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015

APPENDIX - G

GENERAL CONDITIONS OF CONTRACT

BOOKLET ATTACHED IN 33 PAGES



KOLKATA PORT TRUST

Medical Department



RE-TENDER FOR SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF DIGITAL RADIOGRAPHIC SYSTEM AT CENTENARY HOSPITAL OF KOLKATA PORT TRUST

Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated 23 / 03 / 2015

To,
The Treasurer
Cash & Pay Section,
Kolkata Port Trust,
15, Strand Road,
Kolkata - 700 001

Date: ____ / ____ / 2015

Sub: Application for Deposit of Earnest Money.

Ref: Re-Tender No. MED / PR / ADVT / 220R / 14-15 / 2346 Dated, 23rd March 2015.

Please accept the sum of Rs. 2,25,000/- (Rupees Two Lacs Twenty Five Thousand) only as Earnest Money against the above tender and issue necessary Treasury Receipt in our favour.

The Opening Date of Tender is: 17 / 04 / 2015.

Authorized Signatory of the Tenderer
(with official Seal and date)

(52)

General Conditions of Contract Forms And Agreements

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

Kolkata Port Trust
Civil Engineering Dept.
Contract Cell

TO

M/s F. N. Construction

For Enlistment of Contractor

CALCUTTA PORT TRUST

**CALCUTTA DOCK SYSTEM
& HALDIA DOCK COMPLEX**

MAY, 1993

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GENERAL CONDITIONS OF CONTRACT

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DEFINITIONS

CHAPTER — I

1. DEFINITIONS

1.0 In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required:

1.1 "Employer" or "Board" or "Trustees" means the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer

1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. Chairman

1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives heirs, successor and assigns, if any permitted by the Board/Chairman. Contractor

1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated. Engineer

1.5 "Engineer's Representative" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. 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 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. Temporary works

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 Extra works and Excess works.

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of 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.

- Specification** 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.
- Drawings** 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.
- Contract** 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.
- Constructional Plant** 1.12 "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- Site** 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.
- Contract Price** 1.14 "Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions hereinafter contained.
- Month** 1.15 "Month" means English Calendar Month.
- Excepted Risks** 1.16 "Excepted risks" are not 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).
- Singular/Plural** 1.17 Word importing the singular only, also includes the plural and vice-versa where the context so requires.
- Headings/
Marginal Notes** 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.

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

2.0 DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

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

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2.6 . Provided also as follows :

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written Instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

The Tender must encompass all relevant aspects/ Issues.

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

Site & Local condition.

- (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.

Drawing/Specification/nature & extent of work to be done.

- (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.

Accommodation for Contractor's men/materials.

- (c) The accommodation required for the workmen and site office, mobilisation/ demobilisation and storage of all plant, equipment and Construction materials.

Water for drinking etc./Electrical power.

- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

Payment of Taxes/ duties and observance of all statutes.

- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by

the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

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- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

Payment of Stamp Duty by the Contractor.

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

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

Disclosure of Owners' name

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

Earnest Money and Security Deposit.

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

Scale of E.M. Deposit.

- (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 an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia Holding as the case may be and the receipt granted therefor be kept attached to the Tender/offer in the Sealed Cover.

Method of Paying E.M.

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

Refund of E.M.

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

Exemption from E.M. to Regd. Firms.

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

Tender without E.M. liable to rejection.

Forfeiture of E.M. before acceptance of offer.

E.M. to be converted to Part S.D.

Mode of recovery of balance S.D.

Scale of S.D. recovery.

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

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

Mode of refund of S.D.

(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.

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

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

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

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

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

3.5 (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause

3.5 (ii) herein below. If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C. 2 and the Contractor has submitted his "No Claim" Certificate in Form G.C. 3.

- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

Forfeiture of S.D.

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

Bank Guarantee
In lieu of Cash
S.D. in Certain
Cases.

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1 (a) The contract documents shall be drawn-up in English language.
(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 Act :
1. The Indian Contract Act, 1872.
 2. The Major Port Trust Act, 1963.
 3. The Workmen's Compensation Act, 1923.
 4. The Minimum Wages Act, 1948.
 5. The Contract Labour (Regulation & Abolition) Act, 1970.
 6. The Dock Workers' Act, 1948.
 7. The Indian Arbitration Act (1940). (in the case of a definite Arbitration Agreement only).

English language
to be used.

Applicability of
laws on the
contract.

- 4.2 After acceptance of his Tender/Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such

Contractor to
Execute Contract
Agreement.

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Contract Agreement is executed, the other documents referred to in the definition of the term "Contract" here-in-before, shall collectively be the Contract.

- Interpretation of Contract documents — Engineers' Power 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.
- All Drawings are Trustees' property. 4.4 Two copies of the Drawings referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.
- Contractor to prepare working/ progress drawings. 4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.
- Contractor cannot sub-let the work. 4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet. provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.
- Contractors' price is inclusive of all costs. 4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer. 4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.

- 4.9 Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.
- 4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12 The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as
- Contractor to submit his programme of work.
- Contractor to supervise the works.
- Contractor to deploy qualified men and Engineer's power to remove Contractor's men.
- Contractor is responsible for line, level and setting out etc.
- Contractor is responsible to protect the work.

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also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

Contractor is responsible for all damages to other structures/persons, caused by him in executing the work.

- 4.14 The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract

Fossils, Treasure troves, etc. are Trustees' property.

- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.

Contractor to indemnify the Trustees against all claims for loss, damage etc.

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

Dismantled materials Trustees' property.

- 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.

Contractor's quoted rates/ prices must be all inclusive.

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

- (40)
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Calcutta Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like small-pox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

Notice to Contractor.

4.20 The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.

Contractor not to publish photograph or particulars of work.

4.21 The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.

Contractor to provide facilities to outsider's.

4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

Work to cause minimum possible hindrance to traffic movement.

Trustees' lien on Contractor's Plant & equipment.

- (39)
- 4.23 All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

Preliminary time to commence work and maintenance of steady rate of progress.

- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.

Contractor's site office.

- 5.2 The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

Contractor to observe Trustees' working hours.

- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

Contractor to supply all materials as per requirement of the Engineer or his Representative.

- 5.4 Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.

Materials & Works

- 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.

- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost. Contractor to submit samples for approval.
- 5.7 Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the contractor. Contractor to arrange all testing at his own cost.
- 5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative. The Contractor shall account for and look after the Trustees' materials.
 - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission. Contractor 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 contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work.
 - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his Representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances.
 - (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been — (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 1/4 % extra over the higher one of the followings —
 - (1) The issue rate of the materials at the Trustees' Stores, and
 - (2) The market price of the material on the date of issue as would be determined by the Engineer.
 Recovery from Contractor for Trustees' materials under other circumstances.

Contractor to replace materials/work not acceptable to the Engineer or his Representative.

- (2)
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time — (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense — and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work.

- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

Contractor to suspend work on Order from Engineer or his Representative.

- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is —
- (a) otherwise provided for in the contract, or
 - (b) necessary by reason of some default on the part of the Contractor, or
 - (c) necessary by reason of climatic conditions on the site, or
 - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

- (36)
- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C. 1. annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form of G.C. 1 Indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.
- Completion
Certificate G.C.1.

6.0 TERMS OF PAYMENT :

- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.
- All Interim
payments are
advances till
issue of
Certificate in
Form G.C.2.
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- Payment on the
basis of meas-
urements 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.
- 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor
- Recording of
measurements.

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 these shall be accepted by the Contractor.

Contractor to prepare and submit his bills.

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

Advance payment against Non-perishable materials.

- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that —

- (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,
- (ii) the value of such materials shall be assessed by the Engineer or his Representative, at their own discretions.
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
- (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,
- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advanced, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Scheduled Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee,

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

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

Recovery for wrong and overpayment.

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

Interest not admissible to Contractor.

7.0 VARIATION AND ITS VALUATION :

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

Quantities in Bill of Quantities of Tender.

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

Engineer's power to vary the works.

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

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

Variation by Engineer do not vitiate the contract.

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

Where written order for variation is not needed.

- (33)
- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

Payment for extra or additional or omitted work or substituted work. Engineer's powers.

The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

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

8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT.

Extension of completion time

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

(32)

8.2 a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, $1\frac{1}{2}\%$ (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

'Liquidated Damage' and other compensation due to Trustees.

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

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

Default of the Contractor remedies & powers/Termination of contract

- i) The Contractor has abandoned the contract.
- ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his Representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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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 Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

8.3.2. In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.

8.3.3. Upon termination of contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees and known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

Contractor's obligation for maintenance of work.

9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C. 1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his Representative, shall, upon the written notice of the Engineer or his Representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his Representative, failing which the Engineer or his Representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

Certificate of final completion.

9.2 The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C. 2 annexed hereto shall have been signed and issued by the Engineer to the

contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by Submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in form G.C. 3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C. 2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.
- Refund of Security Deposit.

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION.

- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.
- Engineer's decision.
- 10.2 If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decisions.
- Chairman's award
- 10.3 If, however, the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.
- 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.

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- 10.3.3. The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4. The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5. The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
- 10.3.6. The Arbitrator shall consider the claims of all the parties to the contract — within only the parameters of scope and conditions of the contract in question.
- 10.3.7. Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4. The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5. *Provided always as follows:*
- (a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender/offer is less than Rs. 40,00,000/-.
 - (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
 - (c) Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C. 2 ibid.

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

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FORM OF TENDER

CONTRACT NO.....

To

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

I/We

of

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

THE TOTAL AMOUNT OF TENDER Rs.....

(Repeat in words)

.....

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CONTINUATION SHEET

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

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

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature _____

Name _____
(In Block Letters)

Address : _____

Occupation : _____

Name of the
Tenderer : _____

Dated : _____

Address : _____

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

25

FORM OF AGREEMENT

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

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

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

The Seal of _____

was hereunto affixed in the presence of :

Name _____

Address _____

Or

SIGNED SEALED AND DELIVERED

by the said _____

In the presence of :

Name : _____

Address : _____

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

Name : _____

Address : _____

CALCUTTA PORT TRUST

FORM G.C. 1

23

Contractor :

Address :

Date of Completion :

Dear Sir/s,

This is to certify that the following works viz.

Name of Work :

Estimate No. E.E.O. dt.

C.E.O. dt.

Work Order No. dt.

Allocation :

Contract No. :

which was carried out by you is in the opinion of the undersigned complete in every respect on the day of 19 In accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of days/weeks/months/years.

From the day of 19

to the day of 19

Signature (.....)

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME

DESIGNATION

OFFICE SEAL

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

CALCUTTA PORT TRUST

FORM G.C. 2

(22)

The Financial Adviser & Chief Accounts Officer.

The Manager (Finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work :

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

C.E.O. No. dt.

Work Order No. dt.

Contract No. :

Resoln. No. & Meeting No. :

Allocation :

which was carried out by Shri/Messrs. is

now complete in every respect in accordance with the terms of the Contract and that all the obligations under

Contract have been fulfilled by the Contractor.

Signature (.....)

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME

DESIGNATION

OFFICE SEAL

32
CALCUTTA PORT TRUST

(21)

FORM G.C. 3

('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Engineer
Calcutta Port Trust
Calcutta/Haldia

(Attn. :)

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

Dear Sir,

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

Name of Work :

Work Order No. dt.

Contract No. :

Agreement No. : dt.

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

Yours faithfully,

(Signature of Contractor)

Date :

Name of Contractor :

Address :

.....

(OFFICIAL SEAL OF THE TRUST)

(20)

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

To
The Board of Trustees
for the Port of Calcutta.

BANK GUARANTEE NO. DATE

Name of Issuing Bank
Name of Branch
Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate — duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/Messrs a Proprietary/ Partnership/Limited/Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta/Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Calcutta/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta/Haldia, shall have no right to decline to cash the same for any reason whatsoever and

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

..... (Name of Bank), Branch, Calcutta

...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact

that We, Branch, Calcutta/

Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Calcutta

...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner

aforesaid, is sufficient for us, Branch, Calcutta

...../Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner

aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor,

made either directly or indirectly or through Court, can be valid ground for us,

..... Branch, Calcutta/Haldia, to decline

or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Calcutta

...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force

and effect, during the period that is taken for the due performance of the said contract by the contractor and

that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and

conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the

Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled

by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this

guarantee shall remain valid upto and inclusive of day of 19 and

subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee

after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto

..... or any extension thereof made, by us,

..... Branch, Calcutta/Haldia, in further extending the said validity

period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by

the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank

Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

CALCUTTA...../HALDIA.

(OFFICIAL SEAL OF THE BANK)