



## KOLKATA PORT TRUST

**KOLKATA DOCK SYSTEM**  
**Mechanical & Electrical Engineering Department**  
**8, Garden Reach Road, Kolkata-7000 043**

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### **Tender**

*for*

**Installation of Lightening conductor at the portion of Libyan Tea Ware House Building occupied by CISF Personnel and Main Office Building of Mechanical & Electrical Engineering Department.**

**NIT No. : KoPT/KDS/Mech/SE-I/ADV/327 dt. 25.03.2015**

**Estimated value of : Rs. 1,67,809.00**  
**work**

**Tender Fee : Rs. 300/- (Non-refundable)**

**Earnest Money : Rs. 3,360/-**

**Chief Mechanical Engineer,  
8, Garden Reach Road,  
Kolkata - 700 043  
Telephone no. 91-33-2409-3037**

**Fax No. 91-33-2439-1333**

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## **ABBREVIATIONS**

<b>Abbreviation</b>	<b>to be read as</b>
ECS	Electronic Clearance System
EMD	Earnest Money Deposit
FA & CAO	Financial Adviser & Chief Accounts Officer
GCC	General Conditions of Contract
ISO	International Standards Organisation
ISPS code	International Ship & Port Facility Security Code
KDS	Kolkata Dock System
KoPT	Kolkata Port Trust
SD	Security Deposit

# KOLKATA PORT TRUST

## KOLKATA DOCK SYSTEM

### Mechanical & Electrical Engineering Department

N.I.T. No.\_KoPT/KDS/Mech/SE-I/ADV/327 dt. 25.03.2015

#### Matter for Press Advertisement

Subject / Work title : "Installation of Lightening conductor at the portion of Libyan Tea Ware House Building occupied by CISF Personnel and Main Office Building of Mechanical & Electrical Engineering Department".

Last date of sale of Tender Document : 05.05.2015 up to 14-00 hrs.

Site Inspection followed by Pre-Bid Meeting : 07.05.2015 at 11-00 hrs.

Last date for submission of Tender : 12.05.2015 by 14-30 hrs.

Estimated value of work : Rs. 1,67,809.00

For details : Please log on to [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

**KOLKATA PORT TRUST**  
**KOLKATA DOCK SYSTEM**  
**Mechanical & Electrical Engineering Department**

**NOTICE INVITING TENDER (NIT)**

**NIT No. KoPT/KDS/Mech/SE-I/ADV/327 dt. 25.03.2015**

- 1.1 Subject/Work Title : **“Installation of Lightening conductor at the portion of Libyan Tea Ware House Building occupied by CISF Personnel and Main Office Building of Mechanical & Electrical Engineering Department”.**
- 1.2 Completion Period : **Twelve (12) weeks** from the date of placement of order letter.
- 1.3 Scope of Work : As detailed in the Tender Document
- 1.4 Estimated value of work : **Rs. 1,67,809.00**
- 1.5 Pre-qualification criteria for the Tenderers : The intending Tenderers shall satisfy the following conditions with supporting documents :
- i)** The firms must have average annual financial turnover during the last three years ending 31st March, of the previous financial year of at least 30% of the estimated cost.
- ii)** The firms must have either of the following as experience of having successfully completed similar works during last seven years, ending on last day of month, previous to the one in which applications are invited :
- a) Three similar completed works each costing not less than 40% of the estimated value.  
Or
- b) Two similar completed works each costing not less than 50% of the estimated value.  
Or
- c) One similar completed works costing not less than 80% of the estimated value.

Here “similar works” means supply, installation, testing and commissioning of **lightening conductor** at offices/ Hospital/ Tower/Buildings etc. Work experience as a subcontractor or supply contractor shall not be considered as requisite qualification.

The Tenderer shall have to furnish documents (certified copy), viz. order letter and proof of execution to establish his credentials.

- 1.6 Tendering Authority : Chief Mechanical Engineer, Kolkata Port Trust
- 1.7 Last date of sale of Tender Document : 05.05.2015 upto 14-00 hrs.
- 1.8 Date & time of Site inspection : 07.05.2015 At 11-00 hrs.  
Followed by Pre-Bid Meeting
- 1.9 Last date of submission of tender : 12.05.2015 Up to 14-30 hrs.
- 1.10 Date & time of opening of Techno-commercial bids : 12.05.2015 At 15-00 hrs.

1.11 **Other instructions**

1.11.1 **Mode of obtaining Tender Document**

The complete Tender Document can be obtained during office hours from the office of the Chief Mechanical Engineer at 8, Garden Reach Road, Kolkata – 700 043 on production of Cash Receipt to be deposited with the FA&CAO, Kolkata Port Trust at 15, Strand Road, Kolkata – 700 001 amounting to **Rs. 300/-** (Rupees three hundred only) per set of Tender Document. This amount being Tender Fee is not refundable. Prior written endorsement from the Chief Mechanical Engineer or his representative shall have to be obtained by the intending Tenderer by submitting an application in duplicate to deposit the tender fee for purchase of Tender Document. Photocopy of the said Treasury Receipt of the Tender Fee shall have to be submitted in Cover- I of the Tender/Offer.

- 1.11.2 The complete Tender Document will also be available in the KoPT's website **[www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)** and can be downloaded and used as Tender Document for submitting the offer. The tender fee, in case of downloading of the Tender Document from KoPT's website, may be deposited in the form of Banker's Cheque/Demand Draft of any Kolkata Branch of a Scheduled Bank of India drawn in favour of 'Kolkata Port Trust' and payable at Kolkata and shall have to be submitted in Cover - I of the tender/offer. In case of any discrepancy between the Tender Document to be downloaded from the KoPT's website and the master copy of the Tender Document available in the office of Chief Mechanical Engineer, the latter shall prevail and shall be binding on the Tenderer. Accordingly, the Tenderer may like to check the master copy conveniently at the office of the Chief Mechanical Engineer, if felt necessary. No claim on this account shall be entertained.

- 1.12 EMD is to be submitted in Cover-I of the tender/offer by Banker's Cheque/ Demand Draft of any Kolkata Branch of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata. Only these tender submitted along with the Earnest Money shall be opened.

**Exemption :** NSIC Registered Firms (under single point Registration scheme) are exempted from depositing cost of tender document and depositing Earnest Money. All NSIC Registered Firms are not exempted from depositing cost of tender document and Earnest Money, only those firms, having documents of such exemption for the tender work will be exempted. Documentary evidence must be submitted in cover – I of their offer for claim of such exemption otherwise their offer will be rejected.

In case of the unsuccessful Tenderers, the EMD will be refunded related without interest after finalization of the tender. In case of the successful Tenderer, the EMD will be adjusted against the Security Money to be deposited by the successful Tenderer. Mode of recovery and refund of security deposit will be guided by relevant clause(s) of GCC.

- 1.13 The tender/offer shall be submitted in THREE separate 'sealed covers', superscribing on each, the NIT No. and work title of the tender as mentioned above. All these three covers shall further be put together in a single sealed envelope, superscribing thereon also, the NIT No. and work title of the tender.

The first sealed cover (Cover – I) duly marked as '**EMD**' and '**TENDER FEE**' shall contain (i) original Banker's Cheque/Demand Draft in connection with deposition of EMD and (ii) original Banker's Cheque/Demand Draft or photocopy of Treasury Receipt in connection with deposition of Tender Fee.

The second sealed cover (Cover-II) duly marked as '**TECHNO-COMMERCIAL BID**' shall contain the Techno-commercial offer and all the required documents as detailed in clause 1.14 below.

The third sealed cover (Cover – III) duly marked as '**PRICE BID**' shall contain only the priced 'Bill of Quantity (BOQ)' in the format given in this Tender Document, duly signed by the Tenderer with his/their office seal.

- 1.14 The Techno-Commercial Bid (Cover-II) must contain the following documents / papers with each page duly signed and stamped (the Tenderer will be bound to produce the original of the documents for which photocopies would be submitted as under, if demanded by KoPT at the time of opening of the techno-commercial part of the tender or at any subsequent stage) :

- a) All the pages of the Tender Document including Format D1 duly filled in by the tenderer and BOQ (scored out) without any indication of price by the Tenderer. Also, copy of the 'Minutes of Pre-Bid meeting' issued , if any, pursuant to the Pre-bid meeting
- b) Proof of experience of having successfully completed works as mentioned in the pre-qualification criteria.
- c) Copies of Balance Sheet and Profit & Loss Account for the financial years 2011-12, 2012-13 & 2013-14 to establish financial health of the Tenderer and confirmation of qualifying annual financial turnover as mentioned in the pre-qualification criteria above. The same should be audited, if applicable, as per relevant rules.

- d) Certified copy of valid Electrical Contractor's Licence, VAT/CST Registration No., PF code, Valid Professional tax clearance certificate/up to date copy of P.tax payment challans Trade Licence, Service Tax Registration and PAN.

**e) All intending tenderer shall disclose all necessary documents as to whether they are covered under ESI Act or not.**

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

ii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a first-class judicial Magistrate to that effect as per enclosed pro-forma on non judicial stamp paper of Rs. 10.00.( Marked as Annexure-A)

iii) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth Rs. 50.00 affirmed before a Notary/ 1st Class Magistrate.  
( Marked as Annexure-B).

f) All intending tenderer shall have to furnish the details of EPF Registration, failing which their tender /offer would be liable to be cancelled.

- 1.15 All correspondence/documents constituting the offer shall be submitted in triplicate – duly mentioning '**ORIGINAL**', '**Duplicate**' & '**Triplicate**' on the top of the sealed envelop and on the first page of such document.
- 1.16 The Tenderer shall neither alter any of the tender terms, nor shall submit the offer in any manner other than that indicated by KoPT in this tender document or so decided by KoPT pursuant to the pre-bid techno-commercial conference. In such event, KoPT shall be at liberty to disqualify such tender / offer.
- 1.17 The Price Bid (Cover – III) must contain only the quoted rate clearly at the appropriate place of the BOQ and duly signed and stamped by the Tenderer. Incorporation of any conditions/conditional discount in the price bid or submission of price in any manner/format other than that given in this Tender Document shall render the offer liable for rejection.
- 1.18 The sealed tender suitably superscribed as stated above should be submitted at the office of Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata – 700 043 as per time schedule mentioned above. The pre-bid meeting and opening of the tender will also take place in the same office of the Chief Mechanical Engineer as per time schedule mentioned above. Among the duly submitted proper tender in which only Techno-commercial Bid would be opened at the office of the undersigned shortly after 3-00p.m. on **12.05.2015**. Date of opening of the price bid of the prequalified bidder will be intimated later on. If any tenderer or his duly authorized representative wishes to be present at the time of opening of the tender, he may do so. **In the event of any unscheduled holiday coinciding with the day of any of the major activities (like pre-bid meeting, submission and opening of offers) of the tender or major transport dislocation occurring on any such day, such activity shall take place at the same venue and at the same time of the next working day of the KoPT.**
- 1.19 KoPT reserves the right to accept or reject all or any of the offers without assigning any reason and does not bind them to accept the lowest offer.



## 2. INSTRUCTIONS TO THE TENDERER

- 2.1 The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The Tenderer is advised to acquaint himself with the job involved at the site, laws and bye-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All costs/charges/expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and KoPT accepts no liability in this regard.
- 2.2 Should there be any doubt or ambiguity as to meaning of any portion of the Tender Document or if any further information is required, the same shall be clarified/addressed by KoPT in the Pre-bid meeting to be held at the office of the Chief Mechanical Engineer, at 8, Garden Reach Road, Kolkata – 700 043 as per time schedule as mentioned above. Prospective Tenderers are advised to attend the Site inspection followed by Pre-bid meeting since no excuse of ignorance of clarifications/amendments given by KoPT in the Pre-bid meeting shall be accepted. Any offer having deviation from KoPT's terms and conditions after those are frozen in the Pre-bid meeting, may render the offer unacceptable to KoPT.
- 2.3 The income tax and sales tax deductible at source (under VAT Act) will be recovered from the Contractor's bills at source at the appropriate rate as per relevant provision of Income Tax Act, 1961 or any amendment thereof.
- 2.4 Any quotation received for part supply or of doing a portion of the work with responsibility for carrying out remaining works by the Trustees, will not be considered.
- 2.5 The tenderer must produce evidence with his tender that he has experience and is fully capable of carrying out work of the class and magnitude and by way of proof shall submit along with his tender under a list of important supply of a similar nature successfully carried out by giving the dates of commencement and completion of such supply, and full particulars of his business organization. The tenderer shall also fill in the appendices attached with the Form of Tender and all schedules attached to the Bill of Quantities.
- 2.6 The Tender and all drawings, specifications, documents and correspondences accompanying the tender shall be submitted in triplicate.
- 2.7 The tenderers shall enclose with the tenders certified true copies of Trade License, VAT/CST Registration No., Electrical Contractors' License granted by the Government, PF code, Valid Professional tax clearance certificate/up to date copy of P.tax payment challans. ESI Registration Certificate, Service Tax Registration No. and PAN No. These certificates in original shall be submitted when so demanded for inspection.
- 2.8 **No alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the specification. Bidders shall not use "White Ink" for correction at any place of the tender paper. Non conformation to this instruction shall be treated as non responsive & hence may disqualify the tender.**

- 2.9 The contract shall be governed by the Indian Contract Act and all payments due to the Contractor under the Contract shall be made in India in Rupee Currency. No foreign exchange is payable on this contract.
- 2.10 The Contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's agents/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify KoPT against all claims enforceable against KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

2.11 **EVALUATION CRITERIA**

- (i) A fully priced bill of quantities duly totaled shall be submitted with the tender. A price shall be inserted against each item of the bill of quantities and these prices shall include all manner of labour, material plant tools and all other matters necessary for the execution of the contract in accordance with the general conditions, specifications, drawing, if any, and bill of quantities.
- (ii) If it is found on examination of a tender that there is a discrepancy between the total amount inserted in the bill of quantities and the amount arrived at by valuing the quantities set out there in and the rates and prices set against them, by the tenderer, calculation for the total amount will be made on the basis of Unit Rates multiplied by quantities. Evaluation of the tender will be done on the basis of **total amount of Bill of Quantities** thus arrived excluding service tax as applicable. **The tenderer must not keep any column/space blank in any item under price schedule else the tender is liable for disqualification**
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### **3. CONDITIONS OF TENDER**

- 3.1 The tender shall remain valid for acceptance for a period of 120 days from the date of opening the Techno-commercial Bid. In the event of Tenderer withdrawing their tender before the expiry of tender validity period of 120 days from the date of opening of the Techno-commercial Bid, the offer of such tenderer shall be cancelled and EMD deposited by them shall be forfeited.
- 3.2 The tenders must be submitted in triplicate along with descriptive literature of the equipment offered. The form of Tender and Bill of Quantities annexed thereto, duly filled in must be returned along with the tender. All entries on the Form of Tender and the Bill of Quantities must be made in ink, which shall be faultless in figures and entirely free from erasers. Correction if any, shall be made only by scoring out and initialing them. All expenses in connection with the submission of the tender shall be borne by the Tenderer.
- 3.3 The price offer should be inclusive of taxes, duties, as applicable (excluding Service Tax). Service Tax, as applicable, will be paid extra as per prevailing rate. VAT and/or other taxes and duties if leviable shall be clearly mentioned in the tender. If not mentioned, otherwise, the quotation will be considered to be inclusive of all taxes and duties.
- 3.4 The rate quoted in the tender shall hold good and shall be binding on the Tenderer.
- 3.5 Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract. Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.
- 3.6 KoPT reserves the right to disqualify any offer, in case they are satisfied that any bribe/commission, gift or advantage has been given, promised or offered by or on behalf of any of the Tenderers to any officer, employee or representative of KoPT or any other person on his or their behalf in relation to the acceptance of this tender.
- 3.7 The Tenderer shall disclose the names of their Partners/Directors/Members in the manner stipulated in this tender document. Any change in the composition of the same during subsequent stage of tender finalization as well as during the period of execution of the contract shall be immediately notified in writing to KoPT. In the event of any Tenderer failing to comply with the aforesaid requirement, the tender/contract, if entered into, may be terminated.
- 3.8 The Tenderer shall refrain from sending revised or amended quotations after the closing date and time of the tender.
- 3.9 At any time, prior to the last date of submission of Tenders, KoPT reserves the right to amend and modify the Tender Document. Such amendment shall be hoisted in KoPT's aforesaid website and KoPT would in no way be responsible for any likely ignorance of any prospective Tenderer in this regard. Such amendment/modification shall form part of the Tender and shall be binding upon all the Tenderers. KoPT may, at its discretion, alter any of the major dates like pre-bid meeting, last date of submission and date of opening of the Tender etc. to enable the Tenderer(s) to have reasonable time to submit their offer after taking into consideration such amendment / modification.

- 3.10 Disclosure/indication of price in Cover – I and/ or Cover -II shall render the tender disqualified and rejected.
- 3.11 The Tenderer should note that the plea of custom prevailing will not in any case be admitted as an excuse on their part for infringing any of the conditions of the tender.
- 3.12 The Contract shall be governed by all the acts as listed under Clause No. 4.1 of the General Conditions of Contract and also by all other relevant Acts/Laws/Regulations/Bye-laws/Statutory Requirements including Dock Safety Regulations as may be in vogue as well as any amendment thereof, if any, in executing the tender and during the pendency of the contract. It will be the sole responsibility of the Contractor to comply with the same.
- 3.13 While submitting tender, the conditions of tender, the general conditions of contract and specifications, drawings etc. shall be read in conjunction with the bill of quantities.
- 3.14 **Completion time : Twelve (12) weeks from the date of placement of order letter.**
- 3.15 The tenderer/s shall not rely merely on the descriptions given on the bill of quantities. The quantities shown on the bill of quantities are approximate only and the actual quantities will be intimated when formal order will be placed. If when preparing the tender documents, the tenderer feels that any essential item has been omitted from the bill of quantities the prices of which cannot be conveniently included under any other item, the tenderer shall request the Engineer to insert a suitable item at the time of Pre-bid meeting. Should the tenderer omit to mention the price of any item in the bill of quantities, the tender may be treated as cancelled.
- 3.16 The tenderer/s shall distinctly understand :-  
**a.** that they will be strictly required to confirm to the General Conditions of Contract and Specification as contained in each of its clause;  
**b.** that non acceptance of any one of the terms and conditions, herein stated before, shall be clearly mentioned. Non-acceptance/or non-compliance of any of the above terms and conditions may render the tenders liable to rejection.
- Tenderer/s shall also sign every page of the tender documents in token acceptance thereof.
- 3.17 **Guarantee:** The contractor shall make good at his own expenses of all defects, due to faulty design, materials and workmanship, which may develop under proper use during a period of 12 months from the date of installation and successful commissioning of the work. Should any difference of opinion arise on any of the provisions of this clause, the decision of the Engineer shall be final and binding. In default, the Trustees will be at liberty to get the repairs done and reimbursed themselves so far as costs therefore are concerned out of the amount lying with them as security deposit so far as that is practicable. If the costs of such repairs exceeding the amount of security deposit, the Contractor shall pay the balance to the Trustees forthwith on demand. Where the Contractor has submitted bank guarantee in lieu of cash security money, the cost of such repairs will be payable to the Trustees forthwith on demand.

- 3.18 **Safety:** The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall ensure that his employees observe the statutory safety rules and regulations
- 3.19 **Entry Permit:** The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Dock Permits :
- a. All representatives and workers of the contractor shall possess the Dock Permit issued by Dock Permit Office at the recommendation of concerned officer/Engineer on monthly or daily basis, free of cost. A token charge of Rs. 3.50 per person per occasion will be levied for creation of new IDs in the permit system. A separate receipt indicating the details of the ID along with the amount charged will be issued which may be kept for future reference.
  - b. The Contractor shall ensure that any Dock Permit issued to their workmen or representative by the Permit Office are not misused by unauthorized persons for entry into the protected dock area
  - c. It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Dock Permit issued at their request are found to be misused by any authority/person.
  - d. The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.
- 3.20 **Permission from statutory bodies:** The Contractor shall make arrangement for obtaining permission and relevant clearance from the statutory bodies such as Municipal Corporation, Electricity Authorities etc. on payment of necessary charges/fees etc.
- 3.21 **Drawings:** On completion of the work, the Contractor shall furnish the "DIAZO" and three copies of all "As made" drawings including cable route diagram to the Engineer without any cost.
- 3.22 **Testing and commissioning:** Before each test, the Contractor shall obtain permission from the Engineer and all tests shall be conducted in presence of duly authorized representative and the Electrical Inspector wherever it is necessary. Record of each test shall be prepared after the test and this record shall be signed by the Contractor's representative conducting the test. Copies of those records in quadruplicate shall be submitted to the Engineer. A certificate in quadruplicate shall be furnished by the Contractor countersigned by his certified Supervisor under whose direct supervision the installation has been carried out.
- 3.23 **Identification mark:** For identification of various equipment letter/figure writing of sizes varying from 12 mm. to 75 mm. with enamel paint of approved shade /standard ferules are to be carried out as per directive of Engineer.
- 3.24 Shock treatment chart, statutory warning signals, insulated mats, fire extinguisher, fire fighting buckets filled with sand etc. are to be provided, if required, inside the installation as per statutory requirement.

3.25 The tenderer must produce evidence with his tender that he and his proposed sub-contractors have had experience and fully capable of carrying out work of this class and magnitude and by way of proof shall submit along with his tender under Schedule 'O' a list of important works of a similar nature successfully carried out by him giving the dates of commencement and completion of such works and full particulars of his business organization.

3.26 **Cleaning during execution and after completion**

On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable material found during the course of construction at the work site or its vicinity to KoPT store/yard, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer

3.27 **Forwarding of Materials**

All dismantled unserviceable materials are to be disposed off beyond the office compound and in conformity with the Municipal/corporation Rule at the contractor's own cost. The contractor shall have to arrange transport for forwarding the saleable/ unusable/ defective/ usable materials that may be found during the process of execution of the work to the Trustees sales yard or any other site/ Godown including labour, transportations, loading, unloading all complete as per the direction of the Engineer.

3.28 All payments due to the Contractor under the contract shall be made in Indian Rupee currency. No Foreign Exchange is payable on account of this contract.

3.29 Element of Service Tax, if paid already during the tenure of the contract, will be recovered of account of L.D as well as other recoveries for example, damage, penalty, land rent, electricity charges, if any, from contractor.

3.30 Any damage done during execution of work should be repaired /rectified as per existing at their own cost as per satisfaction of KoPT.

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#### **4. SPECIAL CONDITONS OF CONTRACT**

- 4.1 Dock Safety Regulations shall be applicable for the work. All Dock Safety Regulations in vogue and as amended from time to time shall have to be satisfied.
- 4.2 The Contractor shall conform to all the formalities as laid down in the 'Contract Labour (Regulation & Abolition) Act, 1970' and the rules there under as in vogue and subsequent amendments, if any, while executing the contractual work.
- 4.3 Electricity will be provided free of cost from nearest available source for carrying out the works, if necessary. Water and Toilet facility, as available within the Dock area, shall be extended to the Contractor's men free of cost.
- 4.5 KoPT is covered by the ISPS Code and the Contractor shall have to arrange further security for their equipment/office/stores etc. at their own cost and responsibility.
- 4.6 All equipment covered under this tender must be of reputed make with proven reliability and as specified in the Tender
- 4.7 The tenderer/s must enclose a list of all previous suppliers made under similar contracts together with full address of the firms.
- 4.8 The tenderer/s shall submit manufacturers Test Certificates for all the bought-out items envisaged in the equipment.
- 4.9 The tenderer/s shall afford all facilities to the Engineer at their own arrangement for inspection and demonstration of the equipment, quoted for.
- 4.10 The tenderer shall along with the tender submit the detailed description of the equipment quoted for and enumerate the aspect of operation and maintenance facilities and shall enclose necessary literature.
- 4.11 All equipment covered under this tender must be available from indigenous sources and the tenderer/s shall confirm that spares will be available freely at least for a period of 5 years from the date of commissioning. No foreign exchange will be made available.
- 4.12 Very particular emphasis will be laid on the completion period of the contract. The Trustees would desire early delivery. The tenderer should note that time will be essence of the contract.
- 4.13 The equipment shall be supplied and delivered at the specified site.
- 4.14 The Contractor shall supply, bound into suitable folder two sets of operating and maintenance & fault finding manual for use by the Engineer with three sets of complete general lay out, assembly drawings and illustrated spare parts catalogue for the stores/ plant/ equipment/ item.

- 4.15 The stores/equipment/plant/machineries shall strictly conform to the tender specifications and shall be capable of satisfactorily performing the duties intended for in the specification.
- 4.16 For erection, if applicable, of the stores/ plant/ equipment/ machineries/ item, all connected work including grouting bolts, Base frame and Bed plate etc. shall be provided by tenderer. During erection all tools and tackles are to be provided by Tenderer. Tenderer should guard all equipments, etc. at site by his own men at his own cost. However, only space for making temporary godowns can be provided.
- 4.17 All excisable goods for which supply rate has to be quoted, the contractor shall buy such items from the manufacturer or first stage dealer or second stage dealer and obtain Invoice of such items a/c 'KOLKATA PORT TRUST' for the 'subject work'. Payment of all such items will be made on production of proper documents. Contractor, however, will be paid for supply items at his quoted rate and not on the basis of actual invoice value of the manufacturer or first stage dealer or second stage dealer.  
Any purchase for supply items from other sources, not specified will not be allowed for payment purpose.
- 4.18 All payments like refund of Earnest Money, Security Deposit and all bills of contractors' will be paid through ECS. For this purpose, following details are to be furnished by the tenderer:-  
i). Name of the bank with Code No. :-  
ii). Name of the Centre :-  
iii). Name of the Branch with Code No. :-  
iv). Bank account no. :-  
v). Type of account : - Saving/Current/Cash Credit  
(Strike out whichever is not applicable)  
The account shall have to be with a bank within the ECS zone prescribed by the RBI.
- 4.19 The tenderer/s have to fill in the Technical Data. The successful tenderer shall have to supply materials and execute the work as per Technical Data offered by them.
- 4.20 An agreement shall have to be executed at the expense of the Contractor within 15 days from the date of issuance of 'Letter of Acceptance' by the Successful Tenderer on a Non-judicial Stamp paper of at least Rs. 60/- as per format enclosed with the General Conditions of Contract. All correspondence between the Contractor and KoPT and all documents to be submitted from the date of opening of tender till the submission of the Security Deposit should form part of the contract agreement.
- 4.21 All materials are to be supplied progressively as required at site subject to prior approval of Engineer or his representative.
- 4.22 The contract shall be drawn up in English language only.



## **5. TERMS OF PAYMENT**

### **5.1 Supply items :-**

- a.** 60% payment against supply and delivery of materials / equipment / machineries / items on production of proper purchase documents/challans at site together with required Test Certificates etc. from appropriate authorities including inspection certificate of KoPT's representative, as applicable and on submission of Custodian Certificate.
- b.** 30% payment against installation and commissioning.
- c.** 10% payment on commissioning, testing and handing over of the entire work after completion as per technical specification of NIT.

### **5.2 Installation and Commissioning:-**

- a.** 90% payment against installation and commissioning.
- b.** 10% payment against commissioning, testing and handing over of the entire work after completion as per technical specification of NIT.

Any defect and / or deficiency in the equipment supplied shall have to be made good by the contractor before any bill is passed for payment. Payment will be made subject to security deposit clauses 3.4, 3.5, 3.6 & 9 of GCC and clause no.4.21 (Special condition of contract). Payment will be made on the basis of actual measurement.

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## 6. SCOPE OF WORK

- 6.1 Supply, installation, testing and commissioning of Lightning conductor Air-terminals as per specification.
- 6.2 Supply, installation of GI (Hot Dip) strips as per technical specification.
- 6.3 Supply, installation of GI (Hot Dip) wire as per technical specification.
- 6.4 Earth stations and equipment earthing.

Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of bill of Quantity, suitably which should be finalized in the pre bid meeting.

The work shall be carried out as per Indian Electricity Act, 2003, Indian Electricity Rules, 1956 with latest amendments and latest revised IS Code of Practice.

Including all appurtenant works as described and set forth in, **Bill of Quantities, Special Conditions of contract, Technical Specification of works, Specification of materials & Workmanship** with all additional or varied works which may thereafter be required in Accordance with **Clause 7 of General conditions of contract** and as per direction of The Engineer-in-Charge.

The intending tenderer shall inspect the site of work in consultation with the Senior Executive Engineer (Electrical), Kolkata and acquaint himself with the nature of Work before preparing his tender. His attention is drawn to Clause No. 3.1 of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions will be entertained.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

- a)** Provide all materials, supervision, services, scaffolding and temporary lighting as required for work purposes etc.
- b)** Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done as may be required by him.
- c)** The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

Any work, considered required by the contractor and not mentioned hereunder, for successful completion of the project, is to be included in the item of bill of Quantity suitably, which should be finalized in the pre bid meeting.

The work shall be carried out as per Indian Electricity Act, 2003, CEA (Measures relating to safety and Electric Supply), Regulations 2010 with latest amendments and latest revised IS Code of Practice.

## **TECHNICAL SPECIFICATIONS**

### **Lightning conductor Air-terminals:**

**01.01 Item** (item no.1): Lightning conductor Air-terminals shall be well galvanized and dimension will be as mentioned in BOQ Item No.1.

**01.02 Installation** (item no.2): - The Air-terminals shall be fixed on roof/ parapet of a building by cement mortar and number and spacings shall be in accordance with the manner according to size/shape of the existing building.

### **GI (Hot Dip) strips 20x3mm**

#### **02.01 Installation** (Item no. 2)

The horizontal GI (Hot Dip) strips 20x3mm shall be coursed along ridges, parapets, edges of flat roof, over flat surfaces where necessary in such a way as to join each terminal to the rest. The horizontal GI (Hot Dip) strips shall follow the lines of a building to suit the shape of the base. While passing through any steps, shall pass through G.I. pipe of adequate bore.

#### **02.02 Installation** (Item no. 3.)

The vertical GI (Hot Dip) strips 20x3mm shall be spaced equally as far as possible around the outside walls and shall run preferably along corners and other projection of the building. All air terminals shall be connected to earth by the shortest possible paths outside the building. The G.I strips while passing through cornices, shall pass through G.I. pipe of adequate size.

### **Joints and Bonds:-**

**03.01 Item** (Item no. 4):- The jointing is a process of maintaining the continuity of lightning conductors. The joints may be between two or more conductors. The fewer the joints in the conductor the better. Joint must not be made underground, but where necessary, shall be made in place readily accessible for inspection, and shall be mechanically effective and be so made as to exclude moisture completely. The bonds may be between the nearest conductor and exposed metallic objects such as water tanks, gutters, rain water down pipes, water mains etc. special care being taken to ensure efficiency of bonding.

**Soldering:-** This is a process of joining metals together by means of another metals at a relatively low temperature. While soldering, the soldering iron shall not be worked too hot, and the surface of the metal must thoroughly cleaned with a file or scraper before attempting to solder.

**Welding:-** Instead of joining the GI strips/GI conductor by soldering, it may be welded with oxy-acetylene blow pipe. If there is film of zinc on the surface it is to be removed by filing. This is a simplified process of welding of uniting ferrous metal. Success depends on the proper heating of the metal. The joining by welding process, are more sound and rigid. The galvanization on metal may be affected, and as a precaution against possible corrosion, two coats of good paint or tar may be applied.

### **Testing Point :-**

**04.01 Item** (Item no. 6):- Joints in down conductors GI (Hot Dip) strips 20x3mm, or in bond, earth leads or conductors connecting earth electrodes, so designed and situated as to enable resistance measurements to be made.

### **Earthing:-**

#### **Item No.7:**

All The vertical GI (Hot Dip) strips 20x3mm shall have to be connected to Earth stations in accordance with the requirement of Indian Electricity Rules and IS 3043. All earth station shall be of same type similar to one illustrated in IS 3043, using pipe electrodes of Galvanised steel Class-B having internal dia. of 50 mm. and a length of 3 m. buried vertically in the ground and providing layers of charcoal/coke and salt as necessary. The top of the pipe electrode shall have suitable arrangements for making connections of earth strips in the manner approved by the Engineer. The earth station shall be located at least 2 m. away from any buildings. The earth inspection pit should be provided with brick and cement work of 10 inch thick bricks and cement mortar. The outside should be cement plastered. Hinged C.I. cover shall have to be provided. Cadmium plated G.I. nuts, bolts and washers are to be used for fixing the earthing electrodes without going earth strips.

**Other Items specifically not mentioned in the T.S.** shall be as per BOQ. Any other item required for installation but specifically not mentioned either in the BOQ or the T.S. like requisite length of G.I. Pipes, clamps and accessories shall be deemed to be included in the rates for installation of the items for which these items are intended. Tenderers are advised to build up the installation prices accordingly. Any claim in this regard on the plea that the item is not specifically mentioned shall not be entertained

**Dismantling & shifting of old materials :** On completion of works, the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. The items to be removed include all wiring etc. Contractor should also clean the site as required during execution and fully clear the site after completion of all the works. Any holes/drillings/openings/damages made on the wall/roof for drawing of cables/installation of equipments shall be made good by the tenderer at his own cost.

**Notice Inviting Tender No.: KoPT/KDS/Mech/SE-I/ADV/327 dt. 25.03.2015.**

**“Installation of Lightening conductor at the portion of Libyan Tea Ware House Building occupied by CISF Personnel and Main Office Building of Mechanical & Electrical Engineering Department”**

**Bill of Quantity**

SI No.	Description	Qty	Unit	Unit rate Rs.	Amount Rs.
1)	S&F Lightning conductor Air-terminals made of 15 mm dia 1500 mm long GI pipe (ISI Medium) having five prongs of 4 SWG GI (Hot Dip) wire at top with 85 mm dia 6 mm thick GI base plate at bottom incl. necessary holes etc. duly grouted on the parapet etc. in CC mortar (4:2:1)	30	No.		
2)	S&F of GI (Hot Dip) strips 20x3mm thick for horizontal run on the Parapet/Roof/wall with GI Saddles 1100mm apart incl. mending good the damages to building works.	753	Mtr		
3)	S&F of GI (Hot Dip) strips 20x3mm thick for vertical run on the Parapet/Roof/ wall with GI Saddles 1000mm apart incl. mending good the damages to building works.	208	Mtr		
4)	Making soldered joints between conductors and down pipes/ other metallic objects for 4 SWG GI (Hot Dip) wire/20x3mm GI Strip incl. supply of necessary 4 SWG GI (Hot Dip) wire jointing materials and painting with 2 (two) coats of bituminous paint.	76	No		
5)	Hiring charges for scaffolding arrangement including dismantling at the end of work and carriage, for LC installation, of overhead reservoir (vertical run)	208	Mtr		
6)	S&F of Testing joints by 20 mm x 3 mm thick GI (Hot Dip) strip 125 mm long grouted on wall having clearance of 6 mm from wall for making connection with 20x3mm GI Strip of vertical conductor and conductor from earth electrode complete with S&F GI bolts, nuts, check-nuts, spring washers etc. as required.	9	No		
7)	Earthing with 50 mm. dia G.I. Pipe 3.04 mt. long and 1 x 20 x 3 SWG G.I. Wire, 13 x 80 mm long G.I. nuts bolts double washer /welding with treatment of soil by using Salt & Charcoal.	9	set		

Sl No.	Description	Qty	Unit	Unit rate Rs.	Amount Rs.
8)	Supply & fixing/laying of 32mm dia medium gauge GI pipe (ISI-Medium) protection with necessary fittings and jointing materials and bituminous compound for sealing of both ends as required (for GI earth strip protection).	170	mt		
	<b>Total</b>				

**Total in words (Rupees)** .....

**Note:** The quantity above may increase or decrease as per requirement, for which payment will be made as per actual. The above price is inclusive of all taxes duties but exclusive of service tax, which shall be paid extra on actual. 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.

\_\_\_\_\_  
(Office Rubber Stamp of the Tenderer Firm)

Signature of the Tenderer

Dated, the \_\_\_\_\_

Signature of the Witness

### **FORMAT D1**

This is to confirm that we agree to abide by all the terms and conditions of this tender (NIT No. **KoPT/KDS/Mech/SE-I/ADV/327 dt. 25.03.2015**), those mentioned in the "General Conditions of Contract" enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any.

Our relevant particulars are furnished hereunder:

<b>Particulars</b>	<b>To be filled in by the Tenderer or to be mentioned as "none "</b>
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station.	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

Date .....

Signature of the Tenderer

Office seal of the Tenderer.

**KOLKATA PORT TRUST**  
**SCHEDULE – “O”**

Tenderers must fill in the undernoted column :

Sl.No	Full particulars of similar works carried out by Tenderer	Value of work	Contract for completion time	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Name and Addresses to whom reference can be made



## **SCHEDULE – “O”**

### **Sheet – 2**

The Tenderers are also requested to furnish the following particulars :

#### **A. In case of a Limited Company:**

1. Name of the Company :
2. Address of its present registered office :
3. Date of its incorporation :
4. Full ;name and address of each :  
of its Directors – any special particulars  
as to Directors if desired to be stated
5. Name, address and other necessary :  
particulars of Managing Agents, if any,  
appointed by the Company
6. Copies of Memorandum and Articles of :  
Association(with the latest amendments,  
if any)
7. Copies of audited Balance Sheets of the :  
Company for the last two years

**SCHEDULE – “O”**

**SHEET – 3**

**B. In case of a Firm :**

1. Name and address of the firm :
2. When business started :
3. If registered, a certified copy of Certificate of Registration :
4. A certified copy of the Deed of Partnership :
5. Full name and address of each of the Partners and the interest of each partner in the Partnership. Any special particulars as to Partners if desired to be stated :
6. Whether the firm pays income tax over Rs.10,000/- per year :

**SCHEDULE – “O”**

**SHEET – 4**

**C. In case of an Individual :**

1. Full name and address of the Tenderer; any special particulars of the Tenderer if desired to be stated :
2. Name of the father of the Tenderer :
3. Whether the Tenderer carried on business in his own name or any other name :
4. When business was started any by whom :
5. Whether any other person is interested in the business directly or indirectly, if so, name, address, etc. of such persons and the nature of such interest. :
6. Whether the Tenderer pays income tax over Rs.10,000/- per year :

DATED, the.....

Signature of Tenderer

**FORMAT OF AFFIDAVIT  
On the Rupees Ten Non – Judicial Stamp Paper**

**BEFOR THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT-----**

**AFFIDAVIT**

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

1. That I am the proprietor/Partner 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 files before the Kolkata Port Trust as per the clause no ----- of Tender no-----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

(FORMAT OF INDEMNITY BOND)  
**On the 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 Mechanical  
Engineering 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  
Mechanical Engineering Department, Kolkata Port Trust against all damages  
and accident to the Labourer Tenderer/contractor
- 3        NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/contractor  
named herein above shall indemnify the Kolkata Port Trust AGAINST ALL  
DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the  
Tenderer/contractor as demanded by the Kolkata Port Trust and which shall  
be legal and /or claimed by the Kolkata Port Trust during the execution of the  
work stated in the NIT No----- of -----
- 4        AND the contractor hereunder agree 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**

Signature of the Indemnifier

1 Signature  
Name:-  
Address

2 Signature  
Name:-  
Address

**3 Witness**

Signature  
Name:-  
Address

# **KOLKATA PORT TRUST**



**MECHANICAL ENGINEERING DEPARTMENT**  
**8, Garden Reach Road, Kolkata – 700 043.**

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## **GENERAL CONDITIONS OF CONTRACT**

### **FORMS AND AGREEMENTS**

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

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

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## 1. DEFINITIONS

- 1.0. In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager ( Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.
- 1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.
- 1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- 1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
- 1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.
- 1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
- 1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.
- 1.15. **"Month"** means English Calendar Month.
- 1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks)
- 1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.
- 1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 1.19. Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site.

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

2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.

2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative

2.3. The Engineer shall have full power and authority

- (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- (c) to order for any variation, alternation and modification of the work and for extra works.
- (d) to issue certificates as per contract
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

2.4. The Engineer's representative shall:

- (a) watch and supervise the works,
- (b) test and examine any material to be used or workmanship employed in connection with the work.
- (c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- (d) take measurements of work done by the contractor for the purpose of payment or otherwise.
- (e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,
- (f) have powers to issue alteration order not implying modification design and extension of completion time of the work and
- (g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

2.5. Provided always that the Engineer's Representative shall have no power:

- (a) to order any work involving delay or any extra payment by the Trustees,
- (b) to make variation of or in the works and
- (c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows:

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

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

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

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.



- (c) The accommodation required for the workmen and site office, mobilization / demobilization and storage of all plant, equipment and Construction materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all of Contractor's cost.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.
- (f) Payment of all kinds of stamp-duty for exacting the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

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

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

3.4.

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

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

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

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

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

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2.500/-	Any tender priced up to Rs.50,000/-

(e)

- (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.

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

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

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

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalized Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata / Haldia, as the case may be.
- (i) No interest shall be paid by the trustees to the Tenderer / Contractor on the amount of Earnest Money / Security Deposit held by the Trustees, at any stage.

### 3.5.

- (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-Clause 3.5(ii) herein below. If, however, the contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the said maintenance period and after the Engineer has certified the final completion of work in form G.C.2 and the Contractor has submitted his "No Claim" Certificate in form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

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

## 4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

### 4.1.

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

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work. if not torn or mutilated on being regularly used at site.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.
- 4.9. Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment labour, materials and temporary works. The submission to and/ or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10. Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.
- 4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12 The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting-out the works.

- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/ damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- 4.11. The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not, which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/ or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.12. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.13. 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:
- Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
  - 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.
  - Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
  - Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.14. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.15. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - 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.
  - 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.
  - 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.
  - Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice,

vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

- 4.16. Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.
- 4.17. The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.
- 4.18. The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default, the contractor shall be liable to the trustees for any delay or expense incurred by reason of such default.
- 4.19. The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.
- 4.20. All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

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

- 5.1. The contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender / offer by the Trustees or within such preliminary time as mentioned by the contractor in the Form of Tender or the time accepted by the Trustees. The contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the Contractor.
- 5.2. The Contractor shall provide and maintain a suitable office at or near the site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3. Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the trustees system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :-

- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
- (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
- (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
- (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
  - i. The issue rate of the materials at the Trustees' Stores, and
  - ii. The market price of the material on the date of issue as would be determined by the Engineer.

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

5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

5.11 On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is

- iii. Otherwise provide for in the contract, or
- iv. Necessary by reason of some default on the part of the Contractor, or
- v. Necessary by reason of climatic conditions on the site, or
- vi. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.

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

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

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

- 6.1 No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3 For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.
- 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.
- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees end., The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amount and recoveries to type out the bill.
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—
- i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.
  - ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own Discretions,
  - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
  - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.

vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

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

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

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

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

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

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

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

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

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



by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.

- 7.5
- a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
  - b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
  - c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may 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. DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT**

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

- (iii) The Contractor has failed to commence the work or has without any lawful excuse under these conditions , has kept the work suspended despite receiving the Engineer's or his Representative's written notice to proceed with the work.
  - (iv) The Contractor has failed to remove materials from site after receiving from the Engineer or his Representative the written notice stating that the said materials or work are rejected by him .
  - (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - (vii) The Contractor is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the Work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the contractor, had he duly completed the whole of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the contractor shall be entitled to receive payment of only 90 % of the value of the work actually done or materials actually supplied by him and subject to recoveries as per contracts, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of talking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

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

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

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

- 10.1 In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .
- 10.2 If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.
- 10.3 If , however, the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act , 1940 or any statutory modification thereof
- 10.3.1 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided In Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made 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 decisions. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- (a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

(c) Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

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

(d) Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 8.5(b) and 8.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

(e) The Chairman / Trustees shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

-----

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

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

To,

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

I/We .....  
of .....

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

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

(Repeat in words).....

.....

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

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

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

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature .....

Name of the Tenderer .....

Name .....

(In Block Letters)

(In Block Letters)

Address .....

Dated .....

.....

Address .....

Occupation .....

.....

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

### **FORM OF AGREEMENT**

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

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

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

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

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

Was hereunto affixed in the presence of:

Name .....

Address .....

.....

**Or**

**SIGNED, SEALED AND DELIVERED**

by the said .....

*In the presence of:*

Name .....

Address: .....

.....

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

Name.....

Address: .....



## KOLKATA PORT TURST

<b>FORM G.C.1</b>
-------------------

Contract .....

Address .....

Date of Completion .....

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....

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

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

Work Order Number .....

Allocation .....

Contract Number .....

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

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

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

Signature (.....)

(Engineer / Engineer's Representative)

Name.....

Designation.....

Office Seal

c.c. to The Deputy Chief Engineer ( )

The Deputy Manager ( )

Financial Adviser & Chief Accounts Officer/

Manager (Finance), Haldia Dock Complex.

## KOLKATA PORT TRUST

<b>FORM G.C.2</b>
-------------------

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

### **CERTIFICATE OF FINAL COMPLETION**

This is to certify that the following works viz.

Name of Work .....

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

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

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

Contract No .....

Resoln. No & Meeting No .....

Allocation .....

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

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

Name.....

Designation.....

Office Seal

## KOLKATA PORT TRUST

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

(‘No Claim’ Certificate From Contractor)

The Engineer  
Kolkata Port Trust  
Kolkata / Haldia

(Attn .....)

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

Dear Sir,

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

Name of Work .....

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

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

Agreement No .....dt.....and I/We have no  
further claim against Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date .....

Name of Contractor .....

Address .....

.....

(Official Seal of the Contractor)

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

To

The Board of Trustees

for the Port of Kolkata.

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

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port Kolkata, a body corporate - duly constituted under the Major port Trust Act, 1963 ( Act 38 of 1963), having agreed to exempt Shri / Messrs ..... a proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... .

(hereinafter referred to as "The Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work order No ..... dated.....(hereinafter referred to as "the said contract"), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a bank Guarantee for Rs ..... (Rupees ..... )

we,.....Branch, Kolkata...../ Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs ..... (Rupees ..... ) We,.....Branch,Kolkata ...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honoring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata ..... /Haldia shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c. Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,.....(Name of Bank), ..... Branch, Kolkata...../Haldia to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, .....Branch,Kolkata ..... /Haldia, decline or fail or neglect to honour the Bank Guaranteed in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

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

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

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

Kolkata...../Haldia.

(OFFICIAL SEAL OF THE BANK)

### **ADDENDUM**

**Modification of clause no.3.4 of GCC as sanctioned vide Reso. No.210 by the Board of Trustees for the Port of Kolkata in the 13<sup>th</sup> Meeting held on 26.02.2014.**

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- i. Earnest Money :** Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.
- ii. There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.
- iii. Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.
- iv. Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.