



KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
DIRECTOR, MARINE DEPARTMENT

15, Strand Road, Kolkata – 700 001
Telephone no. 033-2230 3214 / 033-2230 3451, Extn- 375),
FAX No. 033-2231-3271, Email: calport@kolkataporttrust.gov.in
Website : kolkataporttrust.gov.in

BID DOCUMENT
FOR THE TENDER
OF

MANNING, OPERATION AND MAINTENANCE OF PILOT LAUNCHES
“RUPSA” & “HOOGHLY”

TENDER NO. MRN/NC/270/MANNING/2019

JULY - 2019

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SCHEDULE OF TENDER (SOT)

Tender No.	MRN/NC/270/MANNING/2019
Tender Authority	Director, Marine Department, Kolkata Port Trust.,15, Strand Road, Kolkata-700001, Phone:033-2230-3214- Extn:375, Fax No: 033-2231-3271 E-mail: calport@kolkataporttrust.gov.in Website: www.kolkataporttrust.gov.in
Mode Of Tender	e-Procurement System: Online (Part I - Techno-Commercial Bid and Part II - Price Bid) through CPP Portal (https://eprocure.gov.in/eprocure/app). The intending bidders are required to submit their offer electronically through NIC's CPP Portal for e-Procurement (GePNIC). No physical tender is acceptable by Kolkata Dock System.
Estimated value of Tender	Rs.2166 Lakh for three years. PQ criteria has been drawn on one year's estimated value of Rs.722 Lakh.
Period of contract	The contract will be for a period of 3 (three) years.
i) Earnest Money Deposit	An amount of Rs.31.66 Lakh (Rupees Thirty One Lakh and Sixty Six Thousand) only.
ii)Tender Cost	An amount of Rs. 2,500/- (Rupees Two Thousand Five Hundred) only plus GST @ 18% (CGST-9% and SGST- 9%), non- refundable.
	"Tender Cost" and "EMD" containing Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" and payable at Kolkata or "Treasury Receipt" of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. Scanned document of both to be e-filled, the original shall be submitted within 3 days from the closing of online submission of tender.

Date of NIT available to parties to download:	11.09.2019 at 1400 hrs.
Off-line Pre-Bid Meeting date, time & place:	23.09.2019 at 15.00 hrs., in the room of Director, Marine Department.
Date of Starting of e-Tender for submission of on line: (Techno-Commercial Bid and price Bid) at https://eprocure.gov.in/eprocure/app	25.09.2019 at 1000 hrs.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid:	10.10.2019 at 1400 hrs.
Date and time of opening of Part-I (i.e. Techno-commercial Bid):	11.10.2019 at 1500 hrs.
Date and time of opening of Price Bid (Part-II):	Bidders to be informed separately.

Note:

In case of unscheduled Holiday / Bandh on any of the above days, the same will be opened / held on the next working day at the scheduled time without any further notice.

Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

1. Capt. B. Pakrashi, Harbour Master(Port),
Phone :9836298636
E-mail : hmp@kolkataporttrust.gov.in

2. Samant Kumar, Commodore Chief Engineer.
Phone : 8017288022
E-mail :samant.k@ kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com
See CPP Portal for contact details.

TENDER NOTICE**e-TENDER for Manning, Operation and Maintenance of 2 Nos. Pilot Launches
“RUPSA” & “HOOGHLY”**

TENDER No. MRN/NC/270/MANNING/2019

Estimated value of work for two launches for three years is Rs 2166 Lakh.
[Pre-Qualification criteria has been drawn on one year's estimated value i.e. Rs 722 Lakh.]

Period of contract - 3 years.

Kolkata Port Trust intends to outsource the work of Manning, Operation and Maintenance of 2 Nos. Pilot Launches “RUPSA” & “HOOGHLY”, under MS Act Class-XII, for a period of three years.

e-Tender is invited for the above work from reputed, bonafide and resourceful Fleet Managers/Manning Contractors who meet the following pre-qualification criteria:-

1.0	PRE-QUALIFICATION CRITERIA:
1.1	<p><u>Technical Criteria:</u></p> <p>A. The firm must have Manned, Operated and Maintained directly at least one M.S.Class Vessel.</p> <p>B. Experience of having successfully completed similar works during the last 7 years upto 31st August, 2019 should be in the following manner:-</p> <p>i) 3 (three) similar completed works each costing not less than 40% of the estimated value i.e Rs. 288.8 Lakh. OR</p> <p>ii) 2 (two) similar completed works each costing not less than 50% of the estimated value i.e Rs. 361.0 Lakh. OR</p> <p>iii) 1 (one) similar completed works costing not less than 80% of the estimated value i.e. Rs 577.6 lakhs</p> <p>“Similar Work” means Manning, Operation and Maintenance of at least one M.S. class vessel directly.</p> <p>However, successful execution of part work for a period of minimum one year in a long term contract, will also be accepted provided value of such work meeting the PQ amount prescribed at Para 1.1(B) above.</p>

	C. Claims for fulfilling the above criteria must be adequately supported by the relevant Agreement/Work order and Performance Certificate from the previous contract/work ordering entity to establish the credibility. Authentic Performance Certificate of similar previous works carried out mentioning value of work and period of work to be submitted. Self attested & stamped copies to upload.
1.2	<p><u>Financial Criteria:</u></p> <p>A. The average annual financial turnover of the firm during the last 3 years ending 31st March, 2018 should be at least 30% of the estimated value i.e. Rs 216.6 Lakhs to be certified by chartered accountant. Self attested & stamped copy to upload.</p> <p>B. Audited Balance Sheet and Profit & Loss A/c of the bidding entity along with schedules and audit report, for last 3 years (2015-16, 2016-17 & 2017-18). Self attested & stamped copy to upload.</p>
1.3	The firm must have yard for repairing facilities of steel hull vessels either in Kolkata or at Haldia or nearby convenient place on River Hooghly. The yard should be owned by the firm or should have a tie up agreement with any yard for repairing the steel hull vessels for the entire period of contract. Self attested & stamped copy of declaration on ownership of yard or tie up agreement with any yard to upload.

Bid Document may be downloaded from:

- a) KoPT website: www.kolkataporttrust.gov.in
or
b) NIC's CPP Portal for e-procurement (GePNIC):
<https://eprocure.gov.in/eprocure/app>

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

2. MODE OF SUBMISSION OF BID:

2.1 The Tenders are to be submitted online through e-tendering in two parts i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical Bid and 'Part-II' should constitute only the Price Bid without any deviation and condition. Both parts i.e. Part-I and Part-II are to be submitted through NIC's CPP Portal for e-Procurement (GePNIC) at <https://eprocure.gov.in/eprocure/app>.

2.2 'Part-I' (Techno-Commercial) bid: It will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

This will contain the following self attested & stamped documents which are to be uploaded:-

- a) Brief particulars of the Firm mentioning company's registration.
- b) Valid Trade License.
- c) GST Registration Certificate.
- d) Valid Professional Tax Clearance Certificate/upto date tax payment challan
- e) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ ESI Registration Certificate.

In case the firm is not covered under ESI Act, or exempted, they would furnish necessary documents from appropriate authority along with an affidavit in original affirmed before a first Class Judicial Magistrate in a non judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format enclosed in Annexure IV. In addition, the bidders not having ESI registration must also indemnify KoPT against all damages and accidents occurring to their labour in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure - V).

- f) Proof of possessing valid Employees' Provident Fund (EPF) Account. Copy of Current P.F. Statement / PF Registration Certificate.

In case they are exempted under Provident fund act, they would furnish necessary documents issued by appropriate authority along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure -VI).

- g) Original Bank Draft/Banker's Cheque/Pay Order payable to "Kolkata Port Trust" for Earnest Money Deposit of Rs.31.66 Lakh physically in the office of the Superintendent, New construction, Marine Department (Address to Director, Marine Department), 15, Strand road, Kolkata-700001, within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).

- h) Copy of Treasury Receipt of Rs. 2,500/- (non-refundable) plus GST @ 18% (CGST- 9% and SGST- 9%), issued by KoPT or original Bank Draft/Banker's Cheque/Pay order in favour of "Kolkata Port Trust" as cost of Tender Document physically within three days of opening of the bid. A photocopy of the same also to be uploaded in their offer through NIC's CPP Portal for e-Procurement (GePNIC).

- i) Micro and Small Enterprises (MSE's) shall submit the following documents for availing themselves of waiver of EMD and cost of tender documents:-

- l) Valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued; or

II) Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned.

j) Photo Copy of PAN Card and details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch with MICR Code/IFSC (for outsiders).

k) **UNDERTAKING:**

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

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

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

l) Signed and stamped copy of Integrity Pact to be submitted in a Non- Judicial Stamp paper worth Rs.50/- as per enclosed format. All vacant spaces in the format must be filled in including signature of the witness.

m) Power of Attorney in original in connection with signing the tender document.

n) Filled up **“Form of Tender”** as per enclosed proforma.

o) A separate letter addressing to Director, Marine Department confirming that the bidder has accepted all terms and conditions laid down in the bid document should be enclosed.

p) Self declaration of compliance of Contract Labour Regulation Abolition Act(1970) , Workmen Compensation Act and Minimum wage act.

q) Self declaration of the bidder that the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt./Public Sector undertaking in India.

r) Statement to confirm the status of the Bidder - whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the bidder would be bound to furnish necessary documents in support of their statement in this regard.

s) A detailed deployment planning for the Tendered Work including repair work, maintenance and docking of the vessels.

t) Managerial & Supervising set up which will be used for carrying out the scheduled works and acting liaison with KoPT representatives.

u) The firm must have experienced Marine Engineers with valid certificate of competency and certified experienced Marine Crew in the pay roll of the company for deployment purpose. Total no. of officers & staffs (with certificates/qualification) to be deployed for carrying out the smooth operation of the vessels to be submitted.

v) How supply logistics are to be carried out.

w) The name of the Liaison Officer and address of his office shall be furnished during submission of the tender. The contractor shall also give undertaking that the liaison officer will not be changed during the entire period of contract without informing Kolkata Port Trust.

2.3 The contractor shall submit the documents as per the Check List above (i.e. as mention in clause no.-1.0 & 2.2) at the time of submission of the bid online. The bids will be summarily rejected without any reference to the bidder if the documents mentioned against clause no. 1.1, 1.2, 1.3, and 2.2 Sl. No. b, c, e, f, g, h, i, k, l, & m are not submitted with the bid.

3.0 Part-II (Price Bid) shall be quoted online as per the enclosed format without any condition or deviation. Price bid must be filled up in EXCEL Sheet through CPP Portal.

4.0 INSTRUCTION TO BIDDERS:

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

4.2 Kolkata Port Trust will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

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

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

The Director Marine Department
Kolkata Port Trust,
15, Strand Road,
Kolkata-700 001.

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

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

4.7 While evaluating tender regard would be paid to National Defense and security consideration.

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

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

4.10 The Bid and any annotations or accompanying documentation shall be in English language only and in Metric System.

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

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

4.13 Bidders shall set their quotations online as per BOQ format and without any qualifications. Price Bids, containing any sort of qualifying expressions will be rejected.

4.14 Changes to Terms & Conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the successful

bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be liable for forfeiture.

4.15 Kolkata Port Trust reserves the right to ask anyone of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duly bound to provide justification to the same failing which or if their justification of prices are found unacceptable to KoPT, their Tenders may be cancelled by Kolkata Port Trust.

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

4.17 The General conditions of contract of KoPT shall be applicable wherever relevant.

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

4.19 Kolkata Port Trust reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

4.20 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / CPP Portal. Parties downloading the tender document from above websites should ensure submission of either the Receipt from Treasurer, KoPT or Demand Draft towards Tender Fee, failing which the tender will not be considered.

4.21 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is substantially responsive to the tender requirement will result in the rejection of such tender.

4.22 Indian agent on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the tender. If an agent submits bid on behalf of the Principal, the same agent shall not submit bid on behalf of another principal.

4.23 Deadline for submission of Tender:

The completed tender shall be submitted online within the prescribed date and time as indicated in the SOT. Further, the last date of submission of the tender will not be extended under any situation.

4.24 Amendment of Tender Document: At any time prior to the deadline for the submissions of tenders, KoPT may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the bidders shall not be construed to as amendment to the Tender Document.

5. EARNEST MONEY DEPOSIT (EMD):

a) Earnest Money Deposit of Rs. 31.66 Lakh (Rupees Thirty One Lakh Sixty Six Thousand) only shall be submitted by Demand Draft/Bankers Cheque/Pay Order in favour of “Kolkata Port Trust” payable at Kolkata. Alternatively an amount of Rs. 10 Lakh (Rupees Ten Lakh) only shall be paid by Banker’s cheque /Demand Draft/Pay Order in favour of “Kolkata Port Trust” and payable at Kolkata and the balance amount of Rs. 21,66,000/- (Rupees Twenty One Lakh Sixty Six Thousand) only to be submitted in the form of Bank Guarantee issued by any Indian Nationalised Bank, having Branch at Kolkata, within three days after date of opening of the bid. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such branch shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. Specimen EMD format of Bank Guarantee is enclosed. The Bank Guarantee shall remain valid for a period of six months and extendable as may be requested by the port.

b) Earnest Money of unsuccessful bidders will be returned within 2 months of opening of Price Bid or on finalization/acceptance of tender, whichever is earlier without interest. If Price Bid is opened before expiring of validity of Earnest Money Instrument the same will be refunded to the bidders other than L-1 bidder. Earnest Money Deposit of L-1 bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

c) Earnest Money Deposit of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the Earnest Money (EMD) will be liable for forfeiture. Earnest Money shall also be forfeited, if any bidder withdraws his offer within the validity period of the tender and/or alters/amends any terms and/or

conditions and/or quoted rate(s), within the validity period of the offer, making it unacceptable to KoPT. For the purpose of the provision, the validity period shall include any/all extension thereof as agreed to by the bidder in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.

d) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

e) For Micro & Small Enterprise (MSEs) registered with NSIC:-

- i). Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.**
- ii). If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.**
- iii). Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued or Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.**

6.0 SECURITY DEPOSIT:

6.1 Successful bidder will submit Security Deposit for a sum equivalent to “10% of the Annual Evaluated Price” as accepted by KoPT either in Demand Draft or in the form of Bank Guarantee as per enclosed format in favour of “Kolkata Port Trust” from a Nationalised /Scheduled Indian Bank with office at Kolkata to the Marine Department (Supdt., New Construction). In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata branch of such bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Security Deposit shall remain valid for 6(six) months after successful completion of the contract for three years. The Security Deposit will be released within 30 days after successful completion of the contract period without interest.

6.2 KoPT shall encash the Security Deposit in the event the contractor fails to comply with the conditions of the contract or when the contractor has defaulted for more than 10 days to commence operation at the order of authorized officer after handing over the vessel to him or when any amount is to be recovered from the contractor as

penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

6.3 The Director, Marine Department shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the contractual obligation are fulfilled and the contractor will be duty bound to extend the same as asked by Director, Marine Department.

6.4 KoPT will not be liable for any financial obligation in connection with any work until such time KoPT communicates to the successful bidder in writing his decision to entrust the work (covered by the Bid document).

6.5 After the issuance of Letter of Intent, Security Deposit will have to be submitted within 10 (Ten) working days. Work Order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work w.e.f. the date mentioned in the work order.

7.0 Duties and Taxes:

7.1 The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.

7.2 General Terms & Conditions:

Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provided and details available with Kolkata Port Trust, then payments to retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier

shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

If any new taxes and duties, increase in existing taxes and duties are imposed by the central/state government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

8.0 INPUT TAX CRITERIA:

All bidders to note for execution of work following steps are required to be taken so that KoPT can avail the Input Tax Credit, wherever applicable.

i) Spare parts which is to be procured from OEM/authorised dealers the contractor will ensure invoices are drawn in the name of the contractor however it should be marked account Kolkata Port Trust with ship name and address of the vessel as per applicable Acts & rules of GST. KoPT would provide GST for availing Input tax credit.

ii) As far as possible all other materials to be procured from first/2nd stage dealer and maintained the above formalities to the extent possible so that KoPT can avail the Input tax Credit but it shall not be mandatory.

9.0. Interpretation of Terms

In the contract and specifications the following works and expressions shall have the following meanings.

‘THE TRUSTEES’ - The expression ‘THE TRUSTEES’ means the Board of Trustees of the Port of Kolkata.

The ‘OWNER’ shall mean the Board of Trustees for the Port of Kolkata, a statutory body constituted under the Major Port Trust Act, 1963.

The “CHAIRMAN” shall mean the Chairman of Board of Trustees for the Port of Kolkata.

The “CONTRACTOR” shall mean the person or persons, firm or company or corporation or joint venture whose bid has been accepted by OWNER and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

‘THE DIRECTOR MARINE DEPARTMENT’ - The expression “the Director, Marine Department” means the office holding that post under the Trustees and includes his successors in office.

‘THE ENGINEER’ - The expression “The Engineer” means the Director, Marine Department, for the purpose of this contract only.

‘THE ENGINEER’S REPRESENTATIVEE’ - The expression “the representative means any officer or person from time to time deputed by the Trustees or Director Maine Department to act on their behalf for the purpose of this contract.

‘DAY’ - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

‘DEFICIT PERIOD’ - Shall mean the following:-

- a) The period by which the availability of the vessel falls below the minimum guaranteed level.
- b) The vessels do not report for duty within half an hour on receipt of order.
- c) The period during which the vessels have been de-commissioned without approval of the Engineers.

“THE VESSELS” - The expression “The Vessels” means the Pilot launches RUPSA & HOOGHLY, having official numbers 2690 & 2684 , and call signs ATPA & ATAT.

10.0 PRICING OF THE BID

10.1 General

The Bid shall be quoted in and as per format of Price Bid.

10.2 Currency of Quotations.

The Bidder shall indicate the prices in Indian Rupees only.

10.3 Validity of Price Bid

The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 days from the date of opening of Part-I (Techno Commercial offer).

11. Evaluation and Comparison of Bids.

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

11.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid and lowest bidder will be qualified for the work.

12. Bid Opening

12.1 Part-I: Techno-Commercial Bid.

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

12.2 Part II: Price Bid

Price bid of only those bidders, whose techno- commercial part are complete and acceptable, shall be opened on a suitable date to be intimated beforehand.

13. Signing of the Contract

On placement of Work Order, the successful bidder will have to make arrangement for signing a formal agreement with Kolkata Port Trust on a non judicial stamp paper of Rs.50/- as per enclosed format at the earliest.

N.B: The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

14. Duration of the contract.

This contract is for three years. This contract will come into force i.e. date mentioned in the work order.

15. The General Conditions of Contract (GCC) of Trustee's are annexed. The General Conditions will apply except when they are in conflict with condition/terms enumerated in Bid documents and in such cases the clause of GCC will be superseded by conditions established by this documents.

16. The Director, Marine Department from time to time may authorise in writing a copy of which is to be forwarded to the contractors, any person or persons to be named by him in this behalf to exercise such of his powers, authorities and directions under this contract as he may think fit and proper and the contractors shall recognise, honour and give necessary assistance to such authorities in all respects.

17. **Liaison Officer:** A Liaison Officer should be deployed by the contractor for interacting/communicating between KoPT, the launches and other concerned Officers at KDS and HDC. Such liaison officer shall have contact Phone in Kolkata with residential Telephone and Fax facility. He should be a person having experience in the field of Marine Operation.

18. SCOPE OF WORK

18.1 General:

18.1.1 The vessels will primarily be stationed at Haldia/ Sagar or alongside pilot vessel. KoPT, depending upon the requirement may deploy the vessels anywhere within the jurisdictions of the port and the vessels should undertake any work that the vessels are designed to and capable of. The work will mainly include pilotage duties i.e. transportation of pilots to and from merchant vessels at Sagar and in adjacent areas, transportation of officers, men and materials and attending to any other conservancy works. The successful tenderer has to man, maintain and operate the vessel as per directives of the Engineer of the Contract or his authorised representative. The officers/crews employed by the contractor must be conversant with KoPT's operational requirement as well as rules and regulations of statutory authority.

18.1.2 The contractor is responsible for Manning, Operating and Maintaining the vessels to the satisfaction of the authorised officers of KoPT. This includes servicing of

all machinery, general maintenance, and routine maintenance as per OEM operation / maintenance manuals, survey, running repair and break-down repair of the vessel. Main Engines, Gear Box & D.G. sets are to be maintained by the OEMs or their authorised representatives. The representative of the Engineer will visit the vessels from time to time to check the quality of maintenance, and monitoring their performance. The contractor will be responsible for general maintenance, survey, preventive and other major or minor repairs, running repairs of the vessels including survey of all navigational & communication equipment on board.

18.1.3 The Main Engines, Gear Boxes and Alternator Engines are to be checked regularly as per manufacturer's check list and all consumables to be renewed/replaced as considered necessary. Periodical calibration of fuel pump and injectors, de-carbonisation of units and replacement of all running spares at the appropriate time to be carried out regularly and a log book to be maintained in engine room specially for the inspection of KoPT's representative at any point of time. The heat exchangers are to be regularly checked, cleaned and de-scaled as per requirement. Pumps and all other equipment are to be maintained as per OEM recommendation. The alternators are to be maintained, regularly checked and conditions are to be regularly entered in the log book. The service personnel of the OEM /authorised service agents have to attend the vessel either at Sagar Island at Haldia or in Kolkata or in other convenient places on River Hooghly or on board the Launches at stream if required. It will be the responsibility of the contractor to make arrangements for embarkation and disembarkation of the service personnel on launches when at stream.

18.1.4 Generally the vessels may ply at manoeuvring speed but depending on operational requirement, the speed will have to be increased to maximum.

18.1.5 The contractor has to ensure operating each vessel with competent Engineer, Inland Master and crew for a period of **350 days** in one year.

18.1.6 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.

18.1.7 The vessel shall be under the operational command of Director, Marine Department or his authorised representative.

18.1.8 The vessel shall be made ready by master for operations within half an hour of receiving appropriate order from the authorised officer.

18.1.9 All transportation cost towards men and material is the responsibility of the contractor.

18.1.10 Responsibility of operating the launches including manning ,supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.

19. CONTRACT TO INCLUDE EXECUTION AND SUPPLY OF ALL WORKS MATTERS AND THINGS REQUIRED FOR DUE PERFORMANCE OF CONTRACT:

The contractor will have to undertake /supply all works, matters and personnel as specified in the scope of work together with all enabling works at the price to be quoted and accordingly the contractor shall execute all works and supply all persons and things as per the directions and to the satisfaction of the Director, Marine Department, which the Director Marine Department shall consider necessary or proper, according to the true intent and meaning of this contract and notwithstanding that any such work or things respectively may not be expressly mentioned or referred to in the said scope of work and contractor shall not be entitled to any payment or allowance whatsoever in respect thereof.

20. Parameter of the Pilot Launches RUPSA & HOOGHLY (identical vessels)

Overall Length	-	23.00 M
Breadth	-	6.00 M
Depth	-	2.80 M.
Draft	-	1.20 M
Maximum RPM	-	1800
Main Engines	-	2 Nos, Cummins KTA 2300 M, 940 BHP each at 1800
Gear Box	-	Twin Disc MG 5202
Steering	-	Electro-Hydraulic
Generators	-	2 x 25 KVA, KEC CM 180 m 62.5 KVA Kirlosker
DGPS	-	NR 108
Material of Hull	-	Steel
Material of Superstructure	-	Aluminium
GRT	-	105
NRT	-	32
Registration	-	Under MS Act Class XII
When built	-	Both RUPSA & HOOGHLY in 1997

Besides this, the vessels are equipped with VHF, SSB Radio, EPIRB, SART, Radar etc. and complies with GMDSS requirement.

21.0 Operating Personnel

21.1 Manning has to be provided as per rule requirement. However, following minimum manning strength must be provided:

- | | | |
|------|--|---------|
| i) | 2 nd Class MOT (Motor) Certified Engineer | - 1 No. |
| ii) | First Class Inland Master | - 1 no. |
| iii) | 2 nd Class Inland Master | - 1 No. |
| iv) | First Class driver | -1 No. |
| v) | 2 nd Class driver | -1 No. |

21.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.

21.3 The Engineer & the crew shall have valid certificate of competency as applicable. The contractor will be required to submit attested copies of such certificates to KoPT. The contractor shall inform appropriate authority for operation of the vessels within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

22. Consumable & Stores:

All running Stores, consumables and miscellaneous items including bulbs, fuses, cotton rags, waste cotton, soap, paint (except under water paint), ropes, starting Batteries, Batteries for emergency power, fenders etc. shall have to be provided by the contractor except SEQ items on their expiry/or as per recommendation of the surveyor.

23. Repairs & Maintenance

General upkeep, maintenance and conducting Routine and Annual survey of the vessels when due will be contractor's responsibility and details shall be recorded in a log book to be maintained on board. This includes normal routine maintenance, servicing of the machinery, general maintenance, cleanliness of the vessel. The contractor has to ensure these jobs are carried out with the help of the ships crew along with his skilled/unskilled personnel from the yard/works. The contractor has to also carry out the routine/periodic/preventive maintenance works efficiently so that the break-down of the main engines, Gen sets and other machinery are minimum. The contractor shall ensure proper mooring and berthing of the vessel and conduct

preventive maintenance including repairs of minor nature so as to keep the vessel ready and fit for operation.

23.1 The nature of repair will be assessed as minor or major depending on the following criteria:-

i) All repairs including replacement of parts whose aggregate cost does not exceed Rs. 25,000/- for each item of work shall be deemed as minor repairs and same to be borne by contractor. A statement of works carried out along with the supporting documents is to be furnished with monthly bill.

ii) The cost of major repairs and SEQ items will be reimbursed by KoPT provided such repairs are carried out with prior permission of KoPT. However, "Each and every repair undertaken by the contractor, the sum of which does not exceed Rs.25000/- shall be borne by the contractor wholly, and any amount exceeding Rs.25000/- shall be borne by KoPT to the extent the amount exceeds Rs.25000/-". For major repair of any high value item exceeding Rs.25000/-, the record of labour (Skilled/Unskilled) employed, consumption of material, spares, consumables etc. to be maintained by the contractor for justifying the expenditure.

iii) For replacement of OEM items, only cost of spares as per OEM price list will be reimbursed by KoPT at actual and for non-OEM items a minimum of 3 quotations will be required. Prior permission of KoPT must be taken by the contractor before any sub contracting is offered. KoPT will not entertain any claim for repair if it is found that the breakdown occurred due to lack of preventive maintenance.

iv) The Dry dock survey repairs may be undertaken by KoPT through separate tendering process. However, the defect list will have to be prepared by the contractor and they will be responsible for monitoring the repair progress on behalf of KoPT. The contractor may be asked to supply requisite spares for the repair, the cost of which will be reimbursed by KoPT on actuals. Time taken for such repair will not be counted for the purpose of guaranteed availability and Guaranteed availability will stand reduced proportionately. However, in exceptional case the contractor may be entrusted to carry out the dry dock/survey repair.

v) In the event of any damage to the underwater area of the vessel, a Surveyor will be called for inspection and to identify the cause of damage. If the damage is caused due to improper handling of the vessel or for any neglect on the part of the

contractor or his employees, the cost of repair will have to be borne by the contractor. Period of repair in such cases shall also be on account of the contractor.

vi) The vessels' hull and superstructure has to be maintained in the best possible manner by undertaking regular cleaning , chipping and painting of the exposed portion. The vessels above water hull, decks and super structure must be painted thoroughly twice a year.

vii) All gauges and metre on board shall have to be calibrated at least once in a year.

24. Certificates, Insurance & Survey

The contractor shall be responsible for obtaining/updating statutory classification or any other certificates from the competent authority as necessary for plying the vessels within the limits prescribed.

If for this, the vessel is to be surveyed/inspected by the competent authority and repaired/complied with as per recommendation of the surveyor, all the expenses for survey purpose shall be borne by the contractor. However, KoPT will only reimburse the cost of replacement of SEQ items on their expiry or as recommended by the surveyor. It will be the responsibility of the contractor to keep all the certificates valid and updated as and when required. KoPT will retain the authority for postponing/pre-poning any survey item as and when necessary. The contractor should inform KoPT in advance in this regard.

For the purpose of Insurance, the cost of each vessel is to be taken as Rs.215 Lakh (Rupees two hundred and fifteen lakh) only. Each launch will be insured with any reputed Insurance company in the following manner where, KoPT will be the beneficiary:-

- i) The hull, machinery and 3rd party liability.
- ii) Total loss of the vessel..
- iii) Total coverage for wreck removal in case the vessel is wrecked.

The successful bidder will be required to carry out liaison work with the Insurance Company as per KoPT's directive. KoPT will directly release the Insurance premium to the Insurance Company against the agreed proforma raised by the Insurance Company.

The Insurance for the persons deployed on board to be taken by the successful tenderer and the documentary proof for the same to be submitted to KoPT before any claim of payment is made.

25. KoPT's Responsibilities

Kolkata Port Trust shall provide berthing facilities as required, electrical shore connection at the jetties / berths in Kolkata / Haldia, supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at KoPT's discretion. KoPT's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case KoPT decides to supply fuel oil (HSD), the contractor has to collect and store the same with their own means and maintain proper account for the same. In that case hourly running charges will not be payable by KoPT.

26. *Repairing Facilities:* Repairing facilities such as cranes and other equipment etc. owned by the OWNER may be made available to the CONTRACTOR subject to its availability at the discretion of the Engineer on payment of charges as per KoPT's Scale of Rates. In case of non-availability of these facilities with the OWNER, CONTRACTOR shall have to make alternative arrangement at his own cost and risk and the OWNER will not be held responsible for non availability of the same and it shall in no way affect the progress of the work. Facility for underwater inspection by KoPT's diving team may also be provided free of cost at the sole discretion of KoPT.

27. Fuel and Lubricants

Fuel and Lubricants of appropriate grade for ME, Gear Box, A/E, steering system etc. shall be taken /stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operational of the vessel. Only the appropriate grade, quality of fuel and lubricants shall be used, KoPT at their discretion may send the representative to oversee/supervise the bunkering process. The Contractor should give adequate notice in this regard. All costs of fuel and lubricants are to be borne by the contractor; KoPT at his discretion may sent the sample of POL, for testing. All laboratory fees of POL testing are to be borne by the contractor.

The contractor shall undertake strict measures for "Energy Conservancy" at all times.

27.1. All used oil is to be handed over to KoPT's authorised contractor/agent or to be disposed of as per instruction of Engineer/representative of KoPT. If, any amount is earned by the contractor for disposing of the used oil, the same is to be adjusted against his monthly bills.

28. Log Book

The successful tenderer has to maintain a daily log book for each vessel separately. All particulars of the vessels including movement of the launches, daily running hours, engine's important parameters, spares used, sub-contractor deployed, fuel oil and

lub. oil consumed/bunkered etc. to be logged daily and to be signed by the Engineer-in-Charge, Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract to be prepared mentioning all the above stated important parameters duly signed by the Engineer-in-Charge and Master and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board/office and same to be produced on demand.

The successful tenderer at its cost will print sufficient number of log books and log abstracts as per KoPT's approved format and these are to be kept on board.

29. Handing over /Taking over of the vessels.

The vessel will be formally handed over to the contractor on signing the Agreement. Prior to commencement of the contract period a joint inspection/trial would be carried out with the contractor's representative and KoPT's representatives and each and every movable/immovable items on board the vessel shall be accounted for and recorded under joint signatures and their conditions noted for record. At the end of the contract period the said list shall be cross checked and if the condition of any item or materials is found to be bad & missing or not in the state in which it was handed over, the cost of such damage to the property shall be assessed by KoPT and deduction made from the contractors outstanding dues including security deposit except for normal wear & tear. Recoveries shall be made from the contractor @ cost plus 19.25% overhead basis. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time the vessel is handed back to KoPT. KoPT's acceptance signed by the authorised officer only shall relieve the contractor of his responsibility. After the expiry of the contract, the contractor will hand over the vessels to KoPT in proper working conditions with all machinery and inventory taken over by the contractor at the start of the contract.

30.1 Bidders are advised to visit the vessels RUPSA & HOOGLY to acquaint themselves with the type of vessel, and requirement thereof. Necessary permission for inspection should be obtained from the Director, Marine Department prior to such visits. They should also thoroughly acquaint themselves with the condition of the vessels with particular reference to the conditions of various machineries therein, the quantum of repair/maintenance, likely to be required during the contract period, availability of spares in the market and their prices, availability of manpower to operate and maintain the launches and other local condition including prevailing labour condition etc. before submission of their bid.

30.2 After taking over, it will be the responsibility of the contractor to make good all deficiencies, including validation of statutory certificates at his own cost and

risk. The bidder must take into account all such factors before quoting their price. No complains what so ever or additional payment required to such rectification of defects will be entertained after handing over the vessel.

31. It will be the responsibility of the contractor to supply fuel oil and lub. Oil and costs of the same are to be borne by him.

32. Guaranteed Availability:

The contractor will have to stand guarantee for the vessel's availability for at least **350** days in a year in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level, no charge shall be paid for the deficit period. In addition, penalty as per **clause-35** will be applicable. Lay off period of maximum 15 days will be allowed per vessel in a year subject to obtaining prior approval of the Engineer of the contract. No daily hire charge will be payable to the contractor during the lay off period. Lay off period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.

However, if the vessels are laid up for reasons beyond the control of the contractor, such laid up period will be excluded from the guaranteed availability and lay off period of 15 days will be reduced proportionately.

33. Operation Mode & Charges:

The vessel shall be ready for operation for 24 hours.

33.1 In Operation Mode

The vessel shall be deemed to be operation from the point of time the Main Engines are started as per order till such time the main engines are stopped.

33.2 On Standby Mode

The vessel shall be deemed to be on standby if the vessel is made available to the authorised officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

34. Accrual of Charges

The contractual charges are inclusive of all the expenses connected to manning, operation, supply of fuel oil, lubricating oil, servicing of the machinery, consumable, general maintenance, routine maintenance, minor repair, Insurance of personnel, painting, testing, survey fees except for Intermediate survey & Dry Docking and Special survey & Dry Docking, shore lodging and fooding, transportation for crew and officers, repairers and also any other contractual obligations including supply of lubricants and paints. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT in the following manner.

34.1 Daily Rates:

(i) These charges shall be paid for every day the vessel is on stand by mode as described above.

ii) 1/3rd of daily rate shall be paid to the contractor for maintaining the vessel during statutory dry docking and survey repair.

No other charges shall be payable during such period of repair.

34.2 Hourly running charges:

This rate shall be paid in addition to the daily rate for the period when the vessel is in operation for port requirement. However, the contractor will not claim this charge for the purpose of breakdown repair or trial. Also, in the event KoPT supplies fuel, this rate will not be payable by KoPT.

34.3. Escalation /De-escalation on Hourly running charges:

Escalation and de-escalation on the hourly running charge as quoted by the party at clause No. 45.2 will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs. 68.21 per litre as on 01.06.2019 at Kolkata.

35. Deduction and Penalties

KoPT will not pay any of the schedule rates for the days the operation of the vessel is suspended for reasons attributable to the contractor. Further, a **sum equivalent to the daily rate** will be imposed as penalty for each day of default, if the availability of the vessel falls below 350 days in a year. However, 1/3rd of daily rate shall be paid to the contractor for maintaining the vessel during Statutory Dry Docking and Survey Repair. In exceptional cases, Director, Marine Department may

waive of the penalty if he is satisfied that the reasons for the default were beyond the control of the contractor.

Proportionate deductions will be made from the contractor's monthly bill at the discretion of the Engineer of the contract in the event of non availability/absence of ship's crew/officers and other concerned personnel or if the vessels fail to operate at stipulated parameters.

36. Mode of Payment:-

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extract, service reports, bills of major repair, if any, duly certified by the authorised officer together with the original supporting documents for purchase of material/spare etc. and the receipt surrendering the old unusable material/scraps etc. to the Material Management Dept., KoPT. Fuel Oil challans (from the authorised oil supplier/dealer) duly signed and stamped by EIC/Master of the vessel, to be submitted along with original monthly bills. KoPT will endeavour to pay authentic and correct bills within 45 days from the date of submission of clear bill.

Should Kolkata Port Trust request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from KoPT, the successful bidder must submit their Bank Account No. with E.C.S./R.T.G.S./N.E.F.T. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by KoPT through bank.

37.0 Risk Purchase/Termination of contract

37.1 Without being liable for any compensation to the contractor, the Trustee may in their absolute discretion, terminate the contract after giving a minimum of one month's notice in writing due to occurrence of any of the following reasons and decision of the Trustees' in this respect, as communicated by the Engineer, shall be final and conclusive

- a) The contractor has abandoned the contract.
- b) In the opinion of the engineer, either the progress performance of work is not satisfactory or the work is not likely to be completed within the agreed period and terms and conditions on account of contractor's lapses.
- c) The contractor has failed to commence the work or has without any lawful excuse under this condition has kept the work suspended for at least fifteen

days despite receiving the Engineers or his representative written notice to proceed with the work.

- d) 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 or repeatedly failing in tests and trials.
- e) Any bribe commission, gift or advantage is given promised or offered by or on behalf of the contractor to any officer, servant or representatives of the Trustees' or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The contractor is adjudged insolvent or enters into composition with his creditors or been a company goes into liquidation either compulsorily or voluntarily.

37.2 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 the vessels, along with machinery, tools, tackles & apparels issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

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

37.4 The Engineer's decision in all such cases shall be final, binding and conclusive.

37.5 The Trustees shall have the power to retain all money 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.

38. Law of the Land

All relevant rules and regulations regarding Trade Union, Labour, Marine and Pollution Control have to be complied by the contractor at their own cost. KoPT shall be at liberty to deduct appropriate amount from the pending bills of the contractor in

case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by KoPT.

39. Ownership:

Handing over the vessel for operation and maintenance does not imply any transfer of ownership. KoPT will remain the rightful owner of the vessel at all times in all respects.

In case of any damage to any of KoPT's assets, including to the vessels RUPSA and HOOGHLY by dint of mishandling of crafts by the contractor or his crew and the same damages are not repaired /renewed by the contractor, then Director, Marine Department shall have the right to get the same done by whatever means found appropriate and the costs of the same shall be recovered from the contractor.

40. FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party can not reasonably prevent or control against.

41. Compliance of relevant Acts, Ordinances etc.:

41.1 CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum Wages Acts 1948, Employees Liabilities Act, 1938, Industrial Disputes Act, 1947, and the Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time along with EPF/ESI and other statutory benefits, as applicable.

It will be the duty of the contractor to abide by the provisions of the Act, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for non compliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and procedures etc.

The contractor shall indemnify the KoP'T against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be part of this contract and any breach thereof shall be deemed to be a Breach of contract. It will be obligatory on the part of contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-in-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No. 65 of 1976'.

In addition to the above, the personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time . The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular/permanent license as per Sec. 12(1) of the Contract Labour Act. Further , whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central) in Form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time and venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time and venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

41.2 COMPLIANCE WITH E.P.F & M.P.ACT:

The successful contractor will have to comply with provision of EPF & MP Act - 1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Kolkata Port Trust.

41.3 INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to -

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act , 1948
- c) The Building and other Construction workers (Regulation of Employment & conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986.
- e) The payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act , 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948. & Employees State Insurance (Amendment) Act, 1989.
- k) Child Labour (Prohibition and Regulation) Act, 1989,
- l) The Maternity Benefits Act 1961.
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service Act, 1979.
- n) Motor Vehicle Act, latest revision.

42. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

42.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to

the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

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

42.3 If there is still no settlement as mentioned at Clauses - 42.1 & 42.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

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

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

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

42.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of

their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

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

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

42.10 PROVIDED ALWAYS AS FOLLOWS :-

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

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

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

43. Police Verification Certificate :

The successful bidder must submit local police verification certificate for those persons who will be deployed at site for carrying duties.

44. INTEGRITY PACT:

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-VIII. (On Non Judicial Stamp Paper of Rs.50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar, have been appointed by KoPT as Independent External Monitor (IEM).

Bulbul Sen, IRS (Retd.),
B-104 Narayantara Aptts.

Block 8B, Sec-7,
Dwaraka,
Delhi-110075,
E-mail: bsensarkar@gmail.com.

Shri Subhashish Sarkar,
Flat No.406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110091,
Mob No. 9811707230
E-mail: subhashishsarkar53@yahoo.com.

However, Kolkata Port Trust reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

Annexure - C**45. FORMAT OF PRICE BID:**

45.1 DAILY RATE PER VESSEL (A) : Rs/Day (Price Not to be quoted here)

45.2 HOURLY RUNNING CHARGE PER VESSEL (B) : Rs/Hour (Price Not to be quoted here)

[Hourly running charge shall include only the cost of fuel for running the machineries based on the rate of HSD at Kolkata which is Rs. **68.21** per litre as on **01.06.2019**]

45.3 Assumed Running Hours per Launch/Day: 6.0 Hours.

45.4 Total Evaluated Price for two launches for one year
 = Rs. 2[(AX365) + (B X 365 X 6.0)]
 = Rs..... (Price Not to be quoted here).

NOTE:

1. Daily hire charge and Hourly running charge shall be quoted excluding GST, which would be paid extra at actual on submission of GST Invoice and proper uploading of the same in the GST in website.
2. GST will not be considered for the purpose of evaluation.

46. List of enclosed formats

- a) Form of Tender - Annexure I
- b) Format of Agreement- Annexure II
- c) Proforma of Bank Guarantee- Annexure III
- d) Format of affidavit for ESI Exemption - Annexure IV
- e) Format of Indemnity Bond- Annexure V
- f) Format of Affidavit for Provident Fund Exemption - Annexure VI
- g) Format for Power of Attorney for Signing of Tender- Annexure VII
- h) Format of Integrity Pact - Annexure VIII (above 5 crore of estimated value)
- i) Format of Bank Guarantee for Earnest Money- Annexure IX (above 10 Lakh of EMD)

ANNEXURE-I

FORM OF TENDER

To
The Director, Marine Department,
Kolkata Port Trust,
15, Strand Road,
Kolkata - 700 001.

Dear Sir,

We, M/s.having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to Man, Operate and Maintain 2 Nos. Pilot Launch RUPSA & HOOGHLY of the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender and General Conditions of Contract.

The quotations have been submitted in Part-I and Part-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in Part -II.

We hereby agree that the said specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have annexed Original Demand Draft/Banker's cheque/Pay order No.....dt.....fromBank of Rs..... (Rupees) only /we have annexed Original Demand Draft/Banker's Cheque/Pay Order No.....dt..... from.....Bank of Rs.10 Lakh and remaining Rs. (Rupees) only in the form of Bank Guarantee as Earnest Money.

We also agree to abide by this tender for period of 180 days from the opening of Techno-Commercial Part (**Part-I**) and in default of our so doing, the Earnest Money of Rs only deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....
Signature.....

Full Address
(Seal)

Note: All blank spaces to be filled in by the bidder and be submitted along with tender.

ANNEXURE-II

FORMAT OF AGREEMENT
Rs. 50/- STAMP PAPER

AGREEMENT FOR MANNING, OPERATION AND MAINTENANCE OF PILOT LAUNCHES
RUPSA & HOOGHLY.

This Agreement made on the.....day of.....**20...** between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700 001 hereinafter called "Trustees" (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

AND

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

WHEREAS the Trustees are desirous *that the work for Manning, Operation and Maintenance of KoPT's Vessels RUPSA & HOOGHLY* including the work specified in the Bid document should be carried out of the above *two vessels* in satisfactory manner and have accepted a tender by the contractor for the said 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 the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The Tender document and acceptance of the tender as per terms and conditions finalized and accepted by both parties prior to opening of Price Bid submitted by the contractor.
 - ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2 (i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.
 - iv) The work order.....dated.....
 - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) 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, the contractor hereby covenant to do the work of *Manning, Operation & Maintenance of Pilot Launches RUPSA & HOOGHLY* as per conditions & scope of work identified in documents noted in para - 2 above and to the order of the Trustees for a period of *3 (three) years* from the date mentioned in the *work order* in conformity in all respects with the provision of the contract.

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

In witness whereof the parties have caused their respective common seals to be hereunto affixed (or have hereunto set respective hands and seals) on the day and year first above written.

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

**Director,
Marine Department.**

**AUTHORISED SIGNAGURE
OF CONTRACTOR**

**The Common Seal of
Contractor**

WITNESSES :-

1.....

2.....

ANNEXURE-III

PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)

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

To
The Board of Trustees
for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963, (Act 38 of 1963) , having agreed to exempt..... 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 Bank Guarantee for Rs.....(Rupees.....), we,Bank.....Branch, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs..... (Rupees.....)we.....Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its official for honouring the Bank Guarantee constituted by these presents, We,.....Bank.....Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payees 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, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that weBank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the

Trustees to enforce the Bank Guarantee unconditionally without any reference whatsoever to the contractor.

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

We..... Bank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of20... 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) calender months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we.....Bank.....Branch, shall 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.....Bank.....Branch.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

ANNEXURE-IV

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION
(On the Rupees Ten Non judicial stamp paper)

BEFORE THE 1ST CLASS MAJISTRATE AT

AFFIDAVIT

I..... son ofaged aboutyears, by faith, by occupation residing at, do hereby solemnly affirm and declare as follows:-

1. That I am the proprietor /Partner/Director ofhaving office atand carrying on business on the same name and style.

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

2. That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. registration.

3. That the present affidavit is to be filed before the Kolkata Port Trust as per the clause No.....of the Tender No..... issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned.)

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

Identified by me.

DEPONENT

ANNEXURE-V

INDEMNITY BOND

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

By this bond I, Shri/Smt.,son of Shri/Smt.....residing atby occupation the Partner/Proprietor/Director.....having office at, am a tenderer under Director, Marine Department, Kolkata Port Trust (A statutory Body under MPT Act,1963).

2. WHEREAS , the said Kolkata Port Trust had asked the every tenderer, to furnish an Indemnity bond in favour of Director, Marine Department , Kolkata Port Trust against all damages and accidents to the Labourer/ Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer /Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents 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 agrees to indemnify 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 theday of in the yearat

Sureties:

Signature of the Indemnifier

- 1. Name :
- Signature :
- Address :

- 2. Name :
- Signature :
- Address :

Witnesses

- Name :
- Signature :
- Address :

ANNEXURE- VIOn the Rs. 10/- (Rupees Ten) Non Judicial Stamp PaperBEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____AFFIDAVIT

I _____ son of _____

Aged about _____ years, by faith _____ by
 Occupation _____ residing at
 _____,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____
 having office at _____ and
 carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration. **In support of this statement copy of Exemption Certificate issued by Provident Fund authority is attached herewith.**
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by _____

ANNEXURE- VII

Format for Power of Attorney for signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- “.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

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

(Attested signature of Mr. _____)

For _____(Name of the Tenderer / Consortium Members with Seal)

Note -

(In case of Consortium, representative of all members must sign)

ANNEXURE -VIIIINTEGRITY PACT

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “This Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section-1: Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender

- process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section- 4: Compensation for Damages.

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

Section -5: Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section-8: Role of Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the

- parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
 - (j) The word 'Monitor' would include both singular and plural.

Section-9: Facilitation of Investigation:

In case of any allegation on violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in **English** and shall extend all possible help for the purpose of such examination.

Section-10: Pact Duration:

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

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

Section-11: Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section-12: Details of IEMs are:

1. Bulbul Sen, IRS (Retd.),
B-104 Narayantara Aptts.
Block 8B, Sec-7,
Dwaraka,
Delhi-110075,

E-mail: bsensarkar@gmail.com.

- 2. Shri Subhashish Sarkar,
Flat No.406, Block-III,
Kirti Apartments,
Mayur Vihar Phase-I Extension,
Delhi-110091,
Mob No. 9811707230
E-mail: subhashishsarkar53@yahoo.com.

For & on behalf of the Principal)
(Office Seal)

(For & on behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application - Form.
 - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
- 2.1 **Bidders of Foreign nationality shall furnish the following details in their offer:**
- 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
- 2.2 **Bidders of Indian Nationality shall furnish the following details in their offers:**
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
 - 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.

- 2.3 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.

ANNEXURE -IX**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY
STAMP PAPER Rs. 50/-**

To
The Board of Trustees,
Kolkata Port Trust.

Whereas M/s. having it's registered office at(hereunder called Bidder) have submitted their offer for the tenderby the Board of Trustees of the Port of Kolkata, a body corporate duly constituted under the Major Port Trust, 1963 (Act 38 of 1963), have received the offer and have agreed to exempt the owner from cash payment of Earnest Money.

KNOW ALL MEN by these presents that we (name of Bank with address) and bound up to Board of Trustees of the Port of Kolkata, in the sum of Rs.....(Rupees) only, for which payment well and truly to be made to the Board of Trustees of the Port of Kolkata, the Bank binds itself, it's successors and assignees by these presents.

The conditions of the obligations are:-

If the contractor, after having submitted the bid, fails or refuses to commence the work or any of it's components in accordance with the terms, conditions and time frames established in the Bid. We undertake to pay to the Board of Trustees of the Port of Kolkata up to the above amount upon receipt of it's first written demand, provided that in it's demand Kolkata Port Trust will specify that the amount claimed by it is due to it owing to the occurrence of the conditions noted above.

This guarantee will remain in force up to 180 days after the date of issue or as extended by you at any time prior to this date, notice of which extension to the bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date of extension thereof.

NOTWITHSTANDING anything contained herein before our liability under the Guarantee is restricted to Rs..... (Rupees.....) only. Our bank Guarantee shall remain in force till....., unless a demand or claim under the Guarantee is made on the Bank in writing on or before....., we shall be relieved and discharged from all our liabilities thereafter.

Authorised Signatories
OFFICIAL SEAL OF BANK

**GENERAL CONDITIONS OF CONTRACT
Forms and Agreements**

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

(Copy of Booklet Published on May, 1993)

1. DEFINITIONS

- 1.0. In the contract, as here-in-after defined, the following words and expressions shall have the meaning here-in assigned to them, except where the context otherwise required.
- 1.1. **"Employer"** or "Board" or "Trustees" means the Board of Trustees for the Port of Kolkata, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.
- 1.2. **"Chairman"** means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- 1.3. **"Contractor"** means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successor and assigns, if any permitted by the Board / Chairman.
- 1.4. **"Engineer"** means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, The Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment) the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment), or other official as may be appointed from time to time by the employer, with written notification to the Contractor, to act as Engineer for the purpose of the contract, in place of the "Engineer" so designated.
- 1.5. **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.
- 1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.
- 1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.
- 1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required

quantities of work in excess of the provision made against any item of the Bill of Quantities.

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

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

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 herein, from the Engineer's Representative
- 2.3. The Engineer shall have full power and authority
 - (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate

execution and maintenance of the works and the contractor shall carry out and be bound by the same.

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

2.4. The Engineer's representative shall:

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

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

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

2.6. Provided also as follows:

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

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

- 3.1. The Contractor shall, before making out and submitting his tender / offer be deemed to have inspected and examined the site, fully consider all factors, risks and contingencies, which will have direct and in direct impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, 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 by-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	5% of the estimated	1% of the estimated value

Rs.1,00,000/-	value of work	of work.
Over Rs. 1,00,000/-	2% of the estimated value of work subject to a maximum of Rs.20,000/- and minimum of Rs. 5,000/-	1/2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-

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

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

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

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

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender / offer, the tender amends his quoted rates or tender/ offer making them unacceptable to the Trustees and / or withdraws his tender / offer, the Earnest Money deposited shall be liable to forfeiture of the option of the Trustees.
- (f) The Earnest Money of accepted Tender / offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials and equipments only
For works up to Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and	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

up Rs.20,00,000/-	to		
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.10,0,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

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

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

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

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

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1.

(a) The contract documents shall be drawn-up in English language.

(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Act:

- i. The Indian Contract Act, 1872.
- ii. The Major Port Trust, Act, 1963.

- iii. The Workmen's Compensation Act, 1923.
- iv. The Minimum Wages Act, 1948.
- v. The Contract Labour (Regulation & Abolition) Act, 1970.
- vi. The Dock Workers' Act, 1948.
- vii. The Indian Arbitration Act (1940) (in the case of a definite arbitration Agreement only).

- 4.2. After acceptance of his Tender / Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed the other documents referred to in the definition of the term "Contract" here-in-before shall collectively be the Contract.
- 4.3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4. Two copies of the Drawing referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.
- 4.5. The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/ or approval, without meaning thereby the shifting of Contractor's responsibility on the engineer in any way whatsoever.
- 4.6. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7. Unless otherwise specified, the Contractor shall be deemed to have included in his Tender / Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
- 4.8. The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof as also for any design and specification prepared / proposed / used by the Contractor.

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

- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees expense as per the instruction of the Engineer's Representative.
- 4.16. The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:
- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
 - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
 - (c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
 - (d) Damage / injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work
 - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
 - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and / or knowledge of the Trustees on or near the site of work.
- 4.17. Debris and materials, if obtained by demolishing any properly, building or structure in terms of the Contract shall remain the property of the Trustees.
- 4.18. The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
 - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works, and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
 - (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
 - (e) Making arrangements in or around the site, as per the requirements of Kolkata Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics,

Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the

Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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

5. COMMENCEMENT, EXECUTION AND COMPLETION OF WORK

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

- 5.4. Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5. Unless stipulated otherwise, in the contract, all materials, workmanship method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the materials and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6. Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7. Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the contractor.
- 5.8. Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
- (a) The contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
 - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.
 - (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however communicate his requirement of such materials to the Engineer from time to time.
 - (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the Contractor's bills and / any of his other dues. Progressively according to the consumption thereof on the work and / or in the manner decided by the Engineer or his Representative and at the rate / stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender / offer and these will form the basis of escalation / variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
 - (e) If the Engineer decides that due to the contractor's negligence, and of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings—
 - i. The issue rate of the materials at the Trustees' Stores, and
 - ii. The market price of the material on the date of issue as would be determined by the Engineer.

- 5.9. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense- and within the time specified in the order. If the contractor falls to comply, the Engineer shall be at liberty to dispose and such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.
- 5.10. No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.
- 5.11. On a written order of the Engineer or his Representative the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is
- i. Otherwise provide for in the contract, or
 - ii. Necessary by reason of some default on the part of the Contractor, or
 - iii. Necessary by reason of climatic conditions on the site, or
 - iv. Necessary for proper execution of the works or for the safety of the works or any part thereof. The Engineer shall settle and determine such extra payment and / or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instruction.
- 5.12. When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer be entitled to receive from him a certificate for completion of work in Form G.C.1 annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takeover and / or used by the Trustees the Contractor shall on application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6. TERMS OF PAYMENT:

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

- ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,
 - iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.
 - iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
 - v. In the event of shortage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Trustee' whereby the contractor shall indemnify the Trustees' against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
 - vi. In the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
 - vii. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.
- 6.7. No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account.
- 6.8. No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

7. VARIATION AND ITS VALUATION:

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

- 7.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the Character or quality or kind of any work included in the contract.
 - d) Change the levels, lines, position and dimensions of any part of the work, and Execute extra and additional work of any kind necessary for completion of the works.
- 7.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4. Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

- 8.1. Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damaged" Clause (No.8.3hereof) 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 t6he 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 relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3. On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i)The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in from G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in from G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction there from in respect of any sum due to the Trustees from the Contractor.

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

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

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The Venue of the arbitration shall be Kolkata or as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference to cost of any incidental to the reference and award respectively shall be in discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid .

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

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

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

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

10.5. Provided always as follows:

(a) Nothing of the provisions in paragraphs 8.3 to 8.3.7 hereinabove would apply in the case of contracts , where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

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

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

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

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO......

To,

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

I/We of

.....

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

THE TOTAL AMOUNT OF TENDER Rs

(Repeat in words).....

.....

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

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

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

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

Signature of the Tenderer

Witness:

(Seal of the Tenderer)

Signature

Name of the Tenderer

Name

(In Block Letters)

(In Block Letters)

Address

Dated

.....

Address

Occupation

.....

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

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

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

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

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

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

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

Was hereunto affixed in the presence of:

Name
Address
.....

Or

SIGNED, SEALED AND DELIVERED

by the said
In the presence of:
Name
Address:
.....

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

Name.....
Address:

KOLKATA PORT TURST

FORM G.C.1

Contract

Address

.....

Date of Completion

Dear Sir/s,

This is to certify that the following works viz.

Name of the Work.....

Estimate Number E.E.Odt

C.E.Odt

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 of20..... in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of Days /weeks / months / years.

From the day of 20

of the day of 20

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

Name.....

Designation.....

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

KOLKATA PORT TRUST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work

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

C.E.O. Nodt

Work Order Nodt

Contract No

Resoln. No & Meeting No

Allocation

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

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

Name.....

Designation.....

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

(‘No Claim’ Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn)

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

Dear Sir,

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

Name of Work

Work Order No dt

Contract Nodt.....

Agreement Nodt.....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 ofday of19.....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)