KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
8, GARDEN REACH ROAD, KOLKATA-700043

TENDER DOCUMENT

Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

Pre-bid Meeting: 11.11.2019 at 11:00 hrs.

Starting date of submission of Tender: 15.11.2019 from 14.00 hrs.

Closing date of submission of Tender: 04.12.2019 by 14:00 hrs.

Date of opening of Techno-commercial cum price bid: 05.12.2019 at 15:00 hrs.

Tender Fee: Rs. 590/- (Non-refundable)

Chief Mechanical Engineer

KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM

e-Tender for Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT

Notice Inviting Tender No. KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Kolkata Port Trust invites e-tender for 'Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT' as per the details specified herein the Tender Document.

Tender Document may be downloaded from KoPT website www.kolkataporttrust.gov.in and CPP Portal. Corrigendum or clarifications, if any, shall be hoisted on the above mentioned website / portal only.

SCHEDULE OF TENDER

Work Title	Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT
NIT No.	KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019
Tender Inviting Authority	Chief Mechanical Engineer.
Mode of Tender	e-Procurement System (Single Part - Techno-Commercial cum 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.
Date of NIT available to parties to download	From 18.00 hrs. on 05.11.2019.
Estimated Value of Tender	Rs. 2,66,954/- (Rupees Two lakh Sixty Six thousand Nine hundred Fifty Four only)excluding applicable GST which would be paid extra at actual.
Earnest Money Deposit	The intending bidders should submit Earnest Money of Rs. 5,340/- (Rupees Five Thousand Three hundred Forty only) to KoPT in the form of Demand Draft/Banker's Cheque/Pay Order from any Scheduled Bank in India having branch in Kolkata, drawn in favour of "Kolkata Port Trust". Copy of the DD/Banker's Cheque/Pay Order should be uploaded as per Clause No. 22 of Annexure-B.
Cost of Tender Document	The intending bidders should submit Cost of tender document of Rs.590/- in (Rupees Five Hundred Ninety only including GST @18%) as the cost towards purchase of tender document (applicable for downloaded NIT only) to KoPT in the form of Demand Draft /Banker's Cheque/Pay Order from any

	scheduled Bank in India having branch in Kolkata drawn in favour of Kolkata Port Trust or in cash at the Cash Counter against a TR (Treasury Receipt). Copy of the DD/Banker's Cheque/Pay Order/TR should be uploaded as per Clause No. 21 of Annexure-B.
Last date of submission of Tender Document Fee and Earnest Money	04.12.2019 at 14:00 hrs.
Date and time of Pre-Bid Meeting	11.11.2019 at 11 AM at Mechanical & Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043
Date of Starting of e-Tender for submission of on line (Techno-Commercial Bid cum price Bid) at CPP portal https://eprocure.gov.in/eprocure/app	15.11.2019 from 14.00 hrs.
Date of closing of online e-tender for submission of (Techno-Commercial Bid and Price Bid).	04.12.2019 at 14:00 hrs.
Date and time of opening of techno-commercial cum Price bid.	05.12.2019 at 15:00 hrs.

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ANNEXURE-A

INSTRUCTION TO TENDERERS

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

This is an e-procurement event of Kolkata Dock System of Kolkata Port Trust. The e-procurement service provider is NIC's CPP Portal for e-Procurement (GePNIC).

You are requested to go through the terms and conditions of this tender before submitting your tender online. Tenderers who do not comply with the terms and conditions with documentary evidence (wherever required) shall be disqualified.

1.	Online tenders through NIC's CPP Portal for e-Procurement (GePNIC) mode are invited by Kolkata Port Trust from GST registered domestic Contractors for executing the work. The tender document through NIC's CPP Portal for e-Procurement (GePNIC) is open from 18.00 hrs. on 05.11.2019 to 14.00 hrs. on 04.12.2019 and can be downloaded from the official website of KoPT and through NIC's CPP Portal for e-Procurement (GePNIC). The complete tender document can be downloaded from Kolkata Port Trust website: www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement (GePNIC) and bidders are required to submit tender offer through NIC's CPP Portal for e-Procurement (GePNIC) on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC). The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document. Minutes of meeting/Corrigendum/addendum/clarifications, if any, shall be hoisted on the **www.kolkataporttrust.gov.in.** and **https://eprocure.gov.in/eprocure/app**
2.	The Techno-commercial Bid including the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app Techno-Commercial bid and Price bid: Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-Commercial bid and Price bid electronically. The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the bid.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	**In case of any clarification, please contact KoPT (before the scheduled time of the e-tender).** ***Contact person (KoPT):***

	1.Mr. S.Sinha Superintending Engineer (Project) Mobile No. 9674720086 Email: ssinha@kolkataporttrust.gov.in 2. Mr. C. Biswas Executive Engineer(Project)-III Mobile No. 9073805523 Email: chandanbiswas@kolkataporttrust.gov.in
5.	All notices /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with NIC's CPP portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	(a). MSEs registered with NSIC under Single Point Registration scheme/DIC are exempted from depositing Tender Fee and Earnest Money. But all the NSIC/DIC registered firms are not exempted from depositing Tender Fee and Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily rejected. (b). The process involves Electronic Bidding for submission of Tender Document Fee and EMD, Techno- Commercial Bid as well as Price Bid. (c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. (d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. *Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.* (e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. (f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender. (h). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.
8.	The e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

11.	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.
12.	The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13.	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.
14.	Price bid must be filled-up in EXCEL SHEET IN CPP PORTAL (which is uploaded by KoPT)

Annexure – B

TERMS AND CONDITIONS OF TENDER

Notice Inviting e-Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

Concurrence and remarks for all terms and conditions will be taken on-line. No hardcopy for the same needs to be submitted

1. Pre-qualification (experience and financial) Criteria of the Tenderer for consideration of technical evaluation:

I. The Tenderers shall satisfy the following:-

Must have the experience of having successfully completed similar works during last seven years ending on 30.09.2019 as per the following guidelines:-

a) Three similar completed works each costing not less than 40% of the estimated cost.

Or

b) Two similar completed works each costing not less than 50% of the estimated cost.

Or

c) One similar completed work costing not less than 80% of the estimated cost.

II. Average annual financial turnover during the last three years ending 31st March of 2019, should be at least 30 % of the estimated cost. Copy of the last three years balance sheet and profit & loss a/c. are to be furnished and the same should be audited, if applicable as per relevant Act. In the event of non-submission of Audited Balance Sheet for financial year ending 31.03.2019, the Turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

III. Similar work means "Manufacturing/Repairing/overhauling of oil-hydraulic system with power pack capacity not less than 250 Ltrs." would be considered.

IV. Sub-contract Clause: Work experience as a sub-contractor shall not be considered as the requisite qualification.

2. The Techno-commercial Bid must contain the following:

[A] To be submitted physically in an envelope marking "Tender Fees" and "EMD" superscribing the e-tender number on it, within the date and time as mentioned in Schedule Of Tender (SOT), at the office of the Chief Mechanical Engineer, Mechanical & Electrical Engineering Department, Kolkata Port Trust, 8 Garden Reach Road, Kolkata- 700043. However, a scanned copy must be uploaded under the part-I i.e. techno commercial part of the tender.

a) Demand Draft/Banker's Cheque/Pay Order in original, for Rs.590/- (Rupees Five Hundred Ninety only) as cost of Tender Document as per Clause No.21 of Terms and Conditions of Tender (Annexure-B).

b) Demand Draft/Banker's Cheque/Pay Order in original, for Rs. 5,340/- (Rupees Five Thousand Three hundred Forty only) as Earnest Money Deposit as per Clause No.22 of Terms and Conditions of Tender (Annexure-B)

c) NSIC Certificate/DIC Certificate, if applicable, as per clause No.23 of Terms and Conditions of Tender (Annexure-B).

[B] To be uploaded as mentioned above in "Instructions to Tenderers":-

a) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –J) in lieu of submission of signed copies of the full Tender document.

b) Copies of self attested Balance Sheet and Profit and Loss Account for the last three financial years ending 31st March 2019, audited where applicable. In the event of non-submission of Audited Balance Sheet for financial year ending 31.03.2019, the Turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

c) Self attested documentary evidence of successful completion of similar work as proof of fulfilling the Pre-qualification Criteria of the tender.

d) Copies of self attested valid GST Registration Certificate.

e) Copy of self attested valid Trade License.

f) Copy of self attested PAN Card issued from Income Tax Department.

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

h) Details of registration under EPF Act: All intending tenderers shall have to furnish the details of EPF registration, failing which their tender/offer would be liable to be cancelled.

i) A separate statement of the tenderer containing full name and office address of the Tenderer, names and designation of the officials of the Tenderer connected with the instant Tender, their land and mobile telephone nos., e-mail id and Fax No. etc. as per enclosed Pro-forma (Annexure –H).

j) Declaration of the tenderer in the form of a COVERING LETTER with certain undertaking and also that they or their associates have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs in India as per enclosed Pro-forma (Annexure –I).

k) Details of registration under ESI Act : All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not. In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

l) In case they are not covered under ESI Act or exempted, they would furnish necessary documents **offline** along with an affidavit affirmed before a First Class Judicial Magistrate on Non-Judicial Stamp Paper worth Rs.10/- to the effect as per enclosed Pro-forma (Annexure – F). They must additionally indemnify KoPT against all damages and accident occurring to his labour in a Non-Judicial Stamp Paper worth Rs.50. The same should be submitted offline as per enclosed Pro-forma (Annexure-G).

m) Professional Tax Clearance Certificate/Updated Challan of submission of Professional Tax.

n) Bid responsive check list as per Pro-forma (Annexure – L) to be downloaded, filled in under bidder's letterhead, signed, scanned and uploaded

3 All the documents as mentioned here-in-before shall have to be UPLOADED or submitted offline as the case may be. The tenderer should clearly understand that no information/indication as to price should be entered in the page of "Bill of Quantities" or elsewhere in the tender. Indication of price anywhere in any manner in the tender except

Price bid which must be filled-up in EXCEL SHEET IN CPP PORTAL (which is uploaded by KoPT) would lead to rejection of the offer.

4 The Price Bid as per the format of Bill of Quantities must be uploaded. No condition or conditional rebate should at all be indicated /mentioned in the Price Bid.

5 Tenderers may note that non-submission of any of the aforesaid documents/non-fulfilment of any of the aforesaid criteria shall lead to disqualification of their offers.

6 The tender would be opened on the aforesaid schedule date of opening tender.

7 The Trustees will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

8 Supplier/Service Provider to confirm that the GST amount charged in Invoice is declared in its returns and payment of taxes is also made.

9 The supplier/service Provider agrees to comply with all applicable GST Laws, including GST acts, rules, regulations, procedures, circulars and interaction there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST Laws are timely uploaded in GSTN. In case there is any mismatch between the uploaded in GSTN by supplier/service provider and details available with Kolkata Port Trust, then payment to supplier/service provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payment 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 the Kolkata Port Trust in terms of GST Laws and that the credit of GST taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

10 Kolkata Port Trust has the right to recover mandatory loss including interest and penalty suffered by it due to any non-compliance of tax law 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 consideration payable.

11 Supplementary invoices/debit note/credit note for price revision 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.

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

13 In case of unscheduled holiday, Strike/Bandh etc. on the scheduled date of Site Inspection, Pre-bid Meeting, submission of bids, opening of Techno-commercial or Price Bid, the same time (as per the schedule) on the next working day will be considered as scheduled time for the purpose of Site Inspection, Pre-bid meeting, submission of bids, opening of Techno-commercial or Price Bid, as the case may be. Here, Trustees' working day means Monday to Friday in between 9-30 hrs. to 17-30 hrs.

14 Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified/amended by

KoPT during the Site Inspection and Pre-bid Meeting. No excuse of ignorance in this regard shall be accepted at a later date after the Pre-bid meeting. In the event of making any important clarification or amendment of terms of the tender, pursuant to the discussion in the Pre-bid meeting, the same shall be immediately hoisted in KoPT's website and CPP Portal for information of all concerned and the same shall form a part of the Tender Document. Separate newspaper advertisement may not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them. Any offer having deviation from KoPT's terms and conditions shall render such offer unacceptable to KoPT. No alteration shall be made by the Tenderer in the tender document and the offer must be in accordance with the terms and conditions of the tender. The prospective tenderers may inspect the site prior to the date of Site Inspection and Pre-bid Meeting in order to make themselves fully aware of the work, site and scope of work as mentioned in the Bill of Quantity as per tender. For attending the Pre-bid Meeting, the representatives of the tenderers should accompany proper authorizations letters from their respective organizations.

15 Any new statutory levies, taxes, duties, cess etc. imposed by the Central/State/Local Authorities by way of fresh notification subsequent to the issue of work order/purchase order, but within the stipulated delivery period, shall be paid extra.

16 Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such change in law.

17 The quoted rates would be kept valid for **at least 120 days** from the date of opening of the tender.

18 The Trustees' reserve the right to disqualify a tender in case they are satisfied that any bribe, commission, gift or advantage has been given, promised or offered by or on behalf of any of the tenderers to any officer, employee or representative of the Trustees or to any person on his or on their behalf in relation to acceptance of the tender.

19 The tenderers shall distinctly understand that they will be strictly required to conform to all the terms of the tender and the plea of custom prevailing will not in any case be accepted as an excuse on their part for infringing of any of the conditions and they shall refrain from sending revised or amended quotations, after the closing date and time of the tender.

20 The contract document shall be drawn in English language only. The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of High Court of Kolkata, West Bengal, India including the Acts like The Indian Contract Act, The Major Port Trusts Act, The Workmen's Compensation Act, The Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, The Dock Worker's Act, The Indian Arbitration & Conciliation Act, The Dock Safety Regulations, Act(s) or any other act, law, rule as may be applicable.

21 **Cost of the Tender**:- Tender Fee of Rs. 590/- (Rupees Five Hundred Ninety only) as indicated in Clause no. 1 of "Instruction to tenderers" by CTS Banker's Cheque/ Demand Draft/Pay Order of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata is to be deposited at Mechanical & Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 within the date and time as mentioned in Schedule Of Tender (SOT). However, a scanned copy must be uploaded with the tender**.**

22 **Earnest Money:-** EMD of Rs. 5,340/- (Rupees Five Thousand Three hundred Forty only) as indicated in Clause no. 1. of "Instruction to tenderers" by CTS Banker's Cheque/ Demand Draft/Pay Order of a Scheduled Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata is to be deposited at Mechanical & Electrical Engineering Department, 8, Garden Reach Road, Kolkata -700043 within the date and time as mentioned in Schedule Of Tender (SOT). However, a scanned copy must be uploaded with the tender**.**

Tender without Earnest Money or depositing Earnest Money in a manner other than that stipulated above or for an amount less than the specified amount would be considered as invalid tender.

23**. Exemption:** Micro & Small Enterprise (MSEs) registered with NSIC (under Single Point Registration scheme)/DIC (District Industries Centre) shall be exempted from payment of cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with NSIC Certificate/DIC Certificate with list of items registered must be submitted in techno-commercial part of their offer for claim of such exemption otherwise their offer will be rejected. ***But all MSEs registered with NSIC /DIC are not exempted from depositing cost of tender document and earnest money. Only those firms, having documents of such exemption for the whole tender work (as per scope of work) will be exempted.*** Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected.

24**.Refund of Earnest Money:-** In case of the unsuccessful Tenderers, the EMD will be refunded without interest within 2 months of the bid or on finalization / acceptance of tender, whichever is earlier. In case of the successful Tenderer, the EMD will be refunded without interest after receiving of BG against the Security Deposit.

25.**Detailed Scrutiny of E-Tenderers :-** During the course of examination of the Techno-commercial bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/their bids.

26**.** During evaluation of the tender, an offer shall be considered non-responsive in case it:-

(i) is not accompanied by requisite earnest money,
(ii) is not accompanied by requisite tender fees,
(iii) validity of the offer is less than tender stipulation,
(iv) it does not meet the Pre Qualification Criteria as stipulated in the NIT.
(v) The bidder submits conditional offer/impose own terms and conditions/does not accept tender terms & conditions,
(vi) if the tender is conditional,
(vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

27. **Disparity in quoted rate / Amount:** Any disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

ANNEXURE-C

Description and Specification of installed main components & Scope of Work

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

Description: This is basically an Electro-Oil Hydraulic System. The system was developed, designed and manufactured by M/S. Jessop & Co. Ltd. to fit and match with the existing Mitre Gates. The hydraulic system is made up of M/S. Yuken India Ltd. It is practically a hydraulically operated chain drive consisting of the following:

a) Hydraulic Cylinder Assembly complete with its mounting brackets.
b) Oil-Hydraulic Power Pack to operate the Hydraulic Cylinder Assembly.
c) Suitable chain pulley arrangement fitted to the Hydraulic Cylinder Assembly.
d) Limit switches for indications and motion cut-off at extreme positions of the gate.
e) Inter connecting pipes, hoses and fittings.

The ram type single acting Hydraulic Cylinder Assembly completes with its mounting bracket is fitted horizontally in the existing pit. Both the Piston rod end and back of Cylinder are fitted with the chain pulley arrangements. One end of chain is fixed to the cylinder body while other end , after passing over pulleys, is fixed to the tie- beam of the gate. Two sets of such cylinder and pulley assemblies are required for operating each leaf of gate. One cylinder is for closing the leaf while other cylinder is for opening the same leaf of the Mitre gate. The chain reeving is such that the force developed by acting cylinder is utilised to operate the leaf of the gate and at the same time to retract the other cylinder of the same leaf. The Cylinder Assemblies are connected to the hydraulic power pack through pipes and hoses. The power pack is housed in a room conveniently near the Mitre gate. The power pack is provided with solenoid operated direction control valves, relief valves, non-return valves, filters etc. for safe and smooth functioning of the gates. The gate is operated by pushbutton system. The push button station, control panel and power pack all are located in the same operating room. There are four operating rooms for operating four leaves of the Mitre Gate.

All pipe lines have been housed in the trenches running from the power pack to the cylinders in the pits. All pipes are cold drawn seamless steel tube and are connected by high pressure 'Ermeto' bite type joint fittings.

Specification:

Pump:

a) Type: Fixed Displacement Single vane pump
b) Make: Yuken India Ltd.
c) Model Code: PVR-150-L-F-70-R-A-A-3480
d) Working pressure: 70 Bar
e) Flow: 70 Lpm

Motor:

a) Type: 3 phase Induction Motor
b) KW/HP:15/20 (4Nos.)
c) RPM: 1500
d) Make: Crompton Greaves.

Hydraulic Tank Capacity: 400 ltrs

Drawings:

a) Hydraulic Cylinder with mounting details-Drg. No.109554E
b) Power Unit Layout -Drg. No. A1-Yu-2640R3
c) Hydraulic Circuit Diagram alongwith Bill of Materials-Drg. No.A3-HR-PC-5883R3
d) Electric Circuit Diagram – Drg. No.PI/99-00/52A
e) Control Panel alongwith Bill of Materials – Drg. No. PI/99-00/51

Scope of work

This is basically an Electro-Oil Hydraulic System, supplied by M/s.Yuken India Ltd. The contract is for rendering Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT. The contractor shall carry out regular servicing, maintenance repairs, breakdown repairs of the Power Packs as per the following schedule:

1. The following schedule is to be maintained on monthly and yearly basis for readiness of functioning:

Frequency	Work detail
Monthly	i) Checking and servicing of each Power Pack with its Control Panel. ii) Checking of hydraulic oil leakage from joints. iii) Checking of operating pressure set up and adjust, if required. iv) Cleaning of filter element and replacement of the same as required. v) Checking of pressure switches and adjustment of the same as and when required. vi) Servicing of entire hydraulic circuitry. vii) Checking of pipelines and fittings for leakage. viii) Checking of hydraulic valves and servicing of the same as required. ix) Checking of pumps. x) Checking of overall functioning of all operations of the power packs.
Yearly	i) Filtration of running oil of each Power Pack unit once in a year. ii) Chemical Test of running oil of each Power Pack Unit Reservoir from any Government approved Test House and if required, hydraulic oil to be replaced. Hydraulic oil will be supplied by KoPT.

2. The following Electrical components are to be checked for readiness of functioning as per the following schedule:

Frequency	Work detail
Monthly	Checking of Timers, Relays, Auxiliary Contactors, Push button and Limit switches
	Checking of MCCB & Contactors
	Checking of Wiring & Terminal blocks

3. All the above mentioned maintenance schedules are to be performed during non-operation time of the Power Pack in consultation with the respective Sectional-In-Charge of KPD Lock who will certify such schedule maintenance activities which the contractor will require to enclose while submitting monthly AMC bill. Certification of work done of electrical portion will be done by the respective Executive Engineer (Electrical) at KPD.

4. Hydraulic Oil would be arranged by KoPT.

5. The contractor shall arrange for all necessary tools & tackles, equipment etc. required for the maintenance.

6. For any fault of the power pack, causing non-operation of any gate, to be attended within 24 hrs. The contractor shall provide at least two mobile numbers on which any breakdown report can be communicated to the breakdown team by KoPT.

7. Temporary electrical power supply at site, work space would be provided free of cost by KoPT.

8. Dock Permits for workmen, entry or exit gate passes for equipment/material etc. would be provided free of cost.

9. Any material, spare parts, components, sub-assemblies, tools & tackles etc. shall be taken in or out of the dock premises by the contractor through the authorized office of KoPT i.e. Executive Engineer(DBM/KPD). Components / sub-assemblies of the equipment if required to be taken outside the dock premises for specialized servicing/repair etc. , which may not be possible in situ, shall have to be done under the expressed permission of KoPT.

10. All consumables like petrol, cotton waste, sand paper required for carrying out cleaning/servicing of components during AMC to be supplied by the contractor.

11. Replacement of any component if required, not specifically mentioned hereinabove, shall be paid extra at actual on production of supporting document certified by KoPT.

ANNEXURE-D

Special Conditions of Contract

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

1. The prices quoted above shall be exclusive of any statutory levies and/or other charges levied by any Central/State/ Local Authorities which shall be paid extra at applicable rates at the time of supply of goods/service.

2. All costs, charges, expenses that may be incurred by the tenderer in connection with preparation of tender, shall be borne by the tenderer and the Trustees' accept no liability what-so-ever in this regard.

3. **Price**: The Tenderer shall quote all-inclusive Total Price as per the BOQ excluding GST, GST will be paid extra as applicable. For the purpose of billing, payment, Guarantee, Security Deposit, LD. Clause, Completion time, each Power Pack unit including Electrical Panel shall be treated as an independent unit.

4. **Contract Period**: The contract shall be for a period of 2(two) years and during that period no escalation of price shall be given to the successful tenderer.

5. **Payment Terms:** Payment on monthly basis will be made within 30 days of submission of bills, complete in all respects. Bill should be accompanied by certified copy of periodical maintenance report as stipulated in clause no. 3 of Scope of Work above. No payment whatsoever will be made without the certified copy of maintenance of the items/ equipment as stipulated in the contract.

6. **Mode of Payment:** All payment will be made through Electronic Clearance System (ECS). To facilitate payment through ECS, the tenderers will have to furnish the following information. The account shall have to be with a bank within the ECS zone prescribed by the RBI.

   i) Name of the bank with Code No. :
   ii) Name of the Centre :
   iii) Name of the Branch with Code No. :
   iv) Bank Account No. :
   v) Type of Account : Saving/Current/Cash Credit (Strike out whichever is not applicable)
   vi) MICR Number/IFSC Code

7. **Completion Time:** Since all the Power Packs are in operation, the maintenance/servicing of the Power Packs including Electrical Panel will be taken up one at a time without affecting the shipping schedule in KPD. For any scheduled maintenance work of each Power Pack unit including Electrical Panel either monthly or yearly, KoPT will allow a maximum shut down time for 8 hours depending upon shipping schedule within which you are required to complete the job including trial & commissioning. The contractor has to complete the maintenance/servicing of the Power Pack strictly within the time allowed by KoPT for which you will arrange adequate personnel and tools & tackles.
8. The contractor will clearly understand that all the works of scheduled maintenance and breakdown maintenance of the hydraulic power packs have to be carried out in such a manner that the shipping is not hampered in any way. The contractor will be given prior intimation for commencement of the work.

9. **Security Deposit**: 10% of the total contractual amount for each Power Pack unit is to be deducted from the progressive running bill of respective Power Pack unit and kept as Security Deposit. This Security Deposit will be released after the Annual maintenance contract period of 2 years of that particular Power Pack unit is over.
10. **Liquidated Damage**: In the event of delay of completion of the work as mentioned in clause no. 1 and 2 of Scope of Work beyond the stipulated completion period, Liquidated Damage (LD) will be deducted as compensation @ 0.5 % of the total contract value for delay of every week or part thereof, subject to a maximum of 10 % of the such total contract value. Total Contract Value means contractual value of each Power Pack Unit as stipulated in the BOQ.
11. Any breakdown job is to be attended immediately on getting intimation over phone/SMS, failing which it will attracts Risk Purchase clauses of the GCC of KoPT.
12. **Validity**: The Price offer should be valid for 120 days from the date of opening of the techno-commercial cum price bid.
13. Water and toilet facility as available in the dock area shall be extended to the contractor free of cost.
14. **Dock Permit** : Dock permit for entering inside the Dock shall be provided by KoPT against application for the maximum number of 5 heads for work pertaining to BOQ for the required number of days free of cost, against one-time payment of Rs.5/- per head for generating computerised identification or as may be revised during the pendency of the contract. For additional manpower, dock permit will be chargeable.
15. **Security & Safety**: KoPT would provide general security to the entire dock premises by Central Industrial Security Force (CISF) as is in existence now. KoPT is covered by ISPS code. The contractor shall have to arrange for further security for their stock etc,if considered necessary, at their own cost in terms of ISPS code. Any insurance coverage on this account shall also have to be arranged by them at their own cost and liability. The contractor shall at his own cost protect, support and take all precaution with regard to the personnel, structure, services or properties belonging to the Trustees 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 execution of the contract.

16. **Damage & loss to private property & injury to workmen**: The contractor shall at his own expenses reinstate and make good to the satisfaction of KoPT and pay compensation for any injury, loss or damage accrued to any person, property or rights whatever including property and rights of KoPT (or Agents/servants or employees of KoPT), the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify KoPT against all claims enforceable against KoPT (or any Agent, servant or employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise.
17. **Transportation:** All charges to be borne by the Contractor.

18. Any insurance coverage shall have to be arranged by the contractor at their own cost & liability.
19. **Evaluation criteria**: The bids will be evaluated on the basis of the total price inclusive of all charges except GST, as per Bill of Quantities. GST will be paid extra as applicable.
20. All replaced spares and scrap materials arising out of the repairs would be required to be delivered at the concerned section.
21. **Personal Protective Equipment**: Personnel to be deployed by the contractor should have Personal Protective Equipment as would be necessary for the given working condition.
22. All other terms & conditions excepting those mentioned separately shall be governed by KoPT's General Condition of Contract.
23. For 'Risk Purchase'' and 'Arbitration', the applicable clauses of the GCC (Volume-II) shall be referred to.

24. **Termination of Contract:** The contract may be terminated anytime within the currency period of the contract by KoPT, at its sole discretion, for any of the following reasons and for such cancellation, KoPT will under no circumstances, be liable for any financial repercussion to the contractor:

    a) Breach of any terms and conditions of the contract.
    b) Any unlawful act on the part of the contractor or any third party on behalf of the contractor, entailing any damage/loss to the life/property/material of KoPT or any inconvenience to KoPT.
    c) Any other reasons considered by KoPT to be sufficient in this regard.

The decision of the Chairman, KoPT to this effect, shall be final and binding on the contractor.

ANNEXURE-E

Bill of Quantities

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

Bill of Quantities

Annual Maintenance Contract for two years of 4 No. Power Pack units including its Electrical Control panels operating KPD Lock Gate of KDS, KoPT

Sl. No.	Description	Monthly Unit Rate for each Power Pack Unit (all inclusive except GST, GST will be paid extra as applicable)	Total amount for 2 years for 4 No. Power Pack units (all inclusive except GST, GST will be paid extra as applicable)
I	II	III	IV=(III x 96)
	Annual Maintenance Contract of power pack units as per Scope of Work inclusive all charges except GST, GST will be paid extra as applicable.	Rs……..LS	Rs……..LS

Offered price (In words) :
Rupees……..

Note:

a. Evaluation will be done on the basis of the all inclusive offered price for all the entire work as per Bill of Quantities.
b. Quoted price shall be lump- sum.
c. The quoted price shall be inclusive of all charges except GST, GST will be paid extra as applicable.
d. Price should be quoted in Indian Rupee Currency.
e. In case of any discrepancy in unit price and total price in the Bill of Quantities as per formats given above, the amount indicated in the Column for Unit Price in the Bill of Quantities shall hold good and total price shall be accordingly altered.
f. Quantity indicated in the Bill of Quantities is for tender evaluation purpose. However, payment will be made on actual execution excepting lump sum rate.

Signature with date of the Tenderer: ……..…..…….

Name and Designation with Seal of the Tenderer:…….…….

Address : …….

ANNEXURE –F

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019
(On Non-judicial Stamp Paper worth Rs.10/-)

To be filled up and submitted offline before the due date

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

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

1. THAT I am the proprietor/partner of ……. Having office at…… and carrying on business on the said name and style. (In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in 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.

DEPONENT

Identified by me.

ANNEXURE –G

INDEMNITY BOND

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

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

To be filled up and submitted offline before the due date

BY THIS BOND I, Shri/Smt. ……., son of Shri/Smt…….. residing……..at……. by occupation ……. The Partner /Proprietor /Director…….. having office at ……, am a tenderer under Mechanical Engineering Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Mechanical Engineering Department, Kolkata Port Trust against all damages and 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 an/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 …….. day of……. …… in the year ……at …….

(Signature of the Indemnifier)

Sureties :

1. Name :……..
   Address : …….
2. Name :…….
   Address : …….

(Witnesses)

Name :……..

Address :……..

ANNEXURE – H

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

Profile of the Tenderer

1. (a) Name: ……..

(b) Country of incorporation: ……..

(c) Address of the corporate headquarters and its branch office(s), if any in India:……..

(d) Date of incorporation and commencement of business: ……..

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the Tenderer who will serve as the point of contact/communication with KoPT.

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number (land & Mobile):
(f) E-Mail Address:
(g) Fax Number:

4. Details of the Authorised Signatory of the Tenderer:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number (land & Mobile):
(f) E-Mail Address:
(g) Fax Number:

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……

Seal: ……..

ANNEXURE –I

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019
[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Covering Letter

Ref. No…… Date ……..

The Chief Mechanical Engineer,
Kolkata Port Trust,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We, ……..(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for …… (NIT No. KoPT/KDS/Mech/SP/ADV/….. dated. …… and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, ……(Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by KoPT thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……..

Seal of the tenderer……..

ANNEXURE –J

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No…… Date ……..

The Chief Mechanical Engineer,
Kolkata Port Trust,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata – 700 043

Dear Sir,

1. We, ……..(Name of Tenderer) have 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.

We are submitting this undertaking in lieu of submission of signed copy of the full tender document.

Yours faithfully,

Signature of Tenderer……

Name: ……..
Designation: ……
Date : ……..
Seal of the tenderer…….

ANNEXURE-K

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)

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1. DEFINITIONS

1.0. In the contract, as her-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 c9orporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

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

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

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

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

1.6. **"Work"** means the Work to be executed in accordance with the Contract and includes authorized "Extra Works" and "Excess Works" and Temporary Works.

1.7. **"Temporary Works"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other god owns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.

1.8. **"Extra Works"** means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., Bills of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the Bill of Quantities.

1.9. **"Specifications"** means the relevant and appropriate Bureau of Indian Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

1.10. **"Drawings"** means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

1.11. **"Contract"** means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/ Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.

1.12. **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work.

1.13. **"Site"** means the land and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.

1.14. **"Contract Price"** means the sum named in the letter of acceptance of the Tender/ Offer of the Contractor, subject to such additions thereto and deduction there from as may be made by the Engineer under the provisions here-in-after contained.

1.15. **"Month"** means English Calendar Month.

1.16. **"Excepted risks"** are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).

1.17. Word importing the **singular** only, also includes the **plural** and vice-versa where the context so required.

1.18. The **headings and marginal notes** in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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

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

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

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

2.3. The Engineer shall have full power and authority

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(c) to order for any variation, alternation and modification of the work and for extra works.

(d) to issue certificates as per contract

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) to grant extension of completion time.

2.4. The Engineer's representative shall :

(a) watch and supervise the works,

(b) test and examine any material to be used or workmanship employed in connection with the work.

(c) have power to disapprove and material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(d) take measurements of work done by the contractor for the purpose of payment or otherwise.

(e) order demolition of defectively done work for its reconstruction all by the Contactor at his own expense,

(f) have powers to issue alteration order not implying modification design and extension of completion time of the work and

(g) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

(a) to order any work involving delay or any extra payment by the Trustees,

(b) to make variation of or in the works and

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

2.6. Provided also as follows :

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, braking-up thereof and re-construction at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

(c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. Contractor and the Trustees as though it had been given by the Engineer, who may from time to time, make such delegation.

3. THE TENDER / OFFER AND ITS PRE-REQUISITES

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

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climate conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way- leave, if any, required for the work.

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, ad also by complying with the General and Special Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

Class of registration	Amount of fixed security	Financial Limit of each Tenderer
A	Rs. 10,000/-	Any tender priced upto Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced upto Rs. 1,00,000/
C	Rs. 2,500/-	Any tender priced upto Rs. 50,000/

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

(ii) If before expiry of he 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.

(iii) 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.

(iv) 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 equipment only
For works up to Rs. 10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than	10% on first Rs.	1% on first Rs.10,0,000/-+1/2% on

Rs.10,00,000/- and up to Rs.20,00,000/-	10,00,000/- + 7 1/2% on the balance	the balance
For works costing more than Rs.20,00,000/-	10% on first Rs. 10,00,000/- + 7 1/2% on next Rs.10,00,000/-+ 5% on the balance	1% on first Rs.10,0,000/-+1/2% on next Rs.10,00,000/-+ 1/4% on the balance

(v) 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.

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

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

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

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

4. THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

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

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

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

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 properly 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. faxes 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.

4.10Necessary 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.

4.11The 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.

4.12The 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.

4.13From 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 there of 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.

4.14The 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.

4.15The 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.

4.16The 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 :

i. Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.

ii. 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.

iii. 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.

iv. Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

v. Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

vi. 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 o 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 then "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 contactor 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) last 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 —

1. The issue rate of the materials at the Trustees' Stores, and
2. The market price of the material on the date of issue as would be determined by the Engineer.

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 ---

1. Otherwise provide for in the contract, or
2. Necessary by reason of some default on the part of the Contractor, or

3. Necessary by reason of climatic conditions on the site, or
4. Necessary for proper execution of the works or for the safety of the works or any part thereof.

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

5.12 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.

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

6. TERMS OF PAYMENT :

6.1. No Sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

6.2. All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be except as otherwise provided in the contract and when the Engineer decided any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

6.3. For work of sanctioned tender value more than Rs. 50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and / or advance.

6.4. Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and / or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a taken of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even other 3 days written notice from the Engineer's Representative the measurement shall be taken ex-part by the Engineer's representative and those shall be accepted by the Contractor.

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

6.6. At the discretion of the Engineer or his Representative and only in respect of accepted offers/ where estimated amount put to tender would be Rs. 2,00,000/- or more, advance payment may be made to the

extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that—

i. The materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature.

ii. The value of such materials shall be assessed by the Engineer or his Representative, at their own discretions,

iii. A formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

iv. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,

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

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

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

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

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

7. VARIATION AND ITS VALUATION:

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

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

a) Increase or decrease the quantity of any work included in the contract.

b) Omit any work included in the contract.

c) Change the Character or quality or kind of any work included in the contract.

d) Change the levels, lines, position and dimensions of any part of the work, and

e) Execute extra and additional work of any kind necessary for completion of the works.

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

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

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

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

c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decided the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

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

8.2. a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the contractor shall pay as compensation (Liquidated Damage)to the Trustees and not as a penalty, 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 discreti9on 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 relive the Contractor of his obligations under the contract for full and final completion of the work.

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

10. INTERPRETATION OF CONTRACT DOCUMENTS , DISPUTES & ARBITRATION

10.1. In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination , abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

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

10.3. If, however, the contractor be still dissatisfied with the decision of the Chairman , he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice , the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, l940 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 10.3 to 10.3.7 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 10.5(b) and 10.5(c) hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO…….

To,

……

……

…….

I/We ……. of

…….

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

THE TOTAL AMOUNT OF TENDER Rs …….

(Repeat in words)……..

……..

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

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

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

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

Signature of the Tenderer

Witness: (Seal of the Tenderer)

Signature ……. Name of the Tenderer ……..

Name ……... (In Block Letters)

(In Block Letters)

Address …… Dated ……

…….. Address ……

Occupation ……. ……..

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this ……..day of…….200……..between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (thereinafter 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 from 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.O ……dt ……...

C.E.O ……dt ……..

Work Order Number ……

Allocation …….

Contract Number ……..

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

From the …….. day of ……..……... 20 ……

of the ……...…… day of ……..….. 20 ……

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

Name……...……

Designation…….

Office Seal

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

KOLKATA PORT TURST

FORM G.C.2

The Financial Adviser & Chief Accounts Officer.

The Manager (finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work …….

Estimate No. E.E.O. No. ……. dt ……

C.E.O. No ……dt ……

Work Order No ……..…….…..dt ……

Contract No ……

Resoln. No & Meeting No ……..

Allocation ……

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

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

Name……

Designation…….

Office Seal

KOLKATA PORT TRUST

FORM G.C.3

('No Claim' Certificate From Contractor)

The Engineer
Kolkata Port Trust
Kolkata / Haldia

(Attn ……..)

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

Dear Sir,

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

Name of Work ……

Work Order No …….. dt ……

Contract No ……...……dt……..

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

Yours faithfully,

(Signature of Contractor)

Date ……..……

Name of Contractor ……...……

Address ……..……

…….

(Official Seal of the Contractor)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata/Haldia Branch, 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.

3. 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.

4. We, ……. Branch, Kolkata …… /Haldia, further agree that the Bank Guaranteed herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that is shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid up to

and inclusive of …….day of ……..19……and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period up to ……. Or any extension thereof made by us, ……..Branch, Kolkata ……../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required / determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

5. 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.

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

SIGNATURE……..……

NAME…….……

DESIGNATION……..……..…

(Duly constituted attorney for and on behalf of)

BANK…….…

BRANCH……...……

Kolkata……/HALDIA.

(OFFICIAL SEAL OF THE BANK)

ADDENDUM

Modification of clause no.3.4 of GCC as sanctioned vide Reso. No.210 by the Board of Trustees for the Port of Kolkata in the 13th Meeting held on 26.02.2013.

i. **Earnest Money :** Earnest money deposit @ 2% of the estimated cost will be applicable for works / service / O&M contract only and not for procurement contract for which existing system as mentioned in the GCC should be followed.

ii. **There will be no minimum ceiling of Earnest Money** which will be @ 2% of estimated cost of projects upto Rs.10 crore. EMD of project estimated above Rs.10 crore will be Rs.20 lakh + 1% of estimated cost by which it exceeds Rs.10 crore.

iii. **Upto Rs.10 lakh Earnest Money** will be accepted by Banker's cheque / Demand Draft / Pay order. EMD beyond Rs.10 lakh may be accepted in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank.

iv. **Refund of Earnest money** to other than L-1 bidders will be made within 2 month of opening of bid or on finalization / acceptance of tender, whichever is earlier.

ANNEXURE – L

BID RESPONSIVE CHECKLIST

Notice Inviting Tender No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Sl. No.	Particulars	Cover No.	Submitted/ Not submitted [Put √ if submitted and put **X** if not submitted]
1.	**EARNEST MONEY DEPOSIT (EMD)** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	
2.	**TENDER FEE** to be submitted in the form of CTS Banker's Cheque/ Demand Draft/Pay Order of any of a Scheduled Bank of India. Or, NSIC/DIC Registration certificate as applicable.	Cover-I	
3.	Profile of Tenderer (as per Annexure – H), duly filled in completely, signed & stamped.	Cover-I	
4.	Declaration from the tenderer in the form of a Covering Letter with certain undertakings and also that they or their associates have not been banned or delisted by any government or quasi – government agencies or PSUs in India as per enclosed Proforma in Annexure-I.	Cover-I	
5.	Credentials in the form of copies of Letters of Award of Works along with corresponding successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.	Cover-I	
6.	Copies of audited Annual Accounts including the **Balance Sheet** and **Profit & Loss Statement** for the last 3 financial years ended on 31.03.2019 [duly signed and stamped by the Tenderer].	Cover-I	
7.	Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –J) in lieu of submission of signed copies of the full Tender document.	Cover-I	
8.	Self Attested Proof of possession of valid Employees' Provident Fund (EPF) Account.	Cover-I	
9.	Proof of being registered with Employees' State Insurance Corporation (ESIC) or else Affidavit (Annexure-F) and Indemnity Bond (Annexure-G) to be submitted in lieu of ESI Registration.	Cover-I	
10.	Form of Tender, duly filled up and signed except price part.	Cover-I	

Sl. No.	Particulars	Cover No.	Submitted/ Not submitted [Put √ if submitted and put **X** if not submitted]
11.	Self Attested Valid Professional Tax Clearance Certificate / Up to date tax payment challan.	Cover-I	☐
12.	Self Attested Valid Trade Licence.	Cover-I	☐
13.	Self Attested GST Registration Certificate.	Cover-I	☐
14.	Copy of self attested PAN Card issued from Income Tax Department.	Cover-I	☐
15.	Statement to confirm the status of the Tenderer – whether a Partnership Firm, Company or Proprietorship Firm. If demanded by KoPT, the tenderer would be bound to furnish necessary documents in support of their statement in this regard.	Cover-I	☐

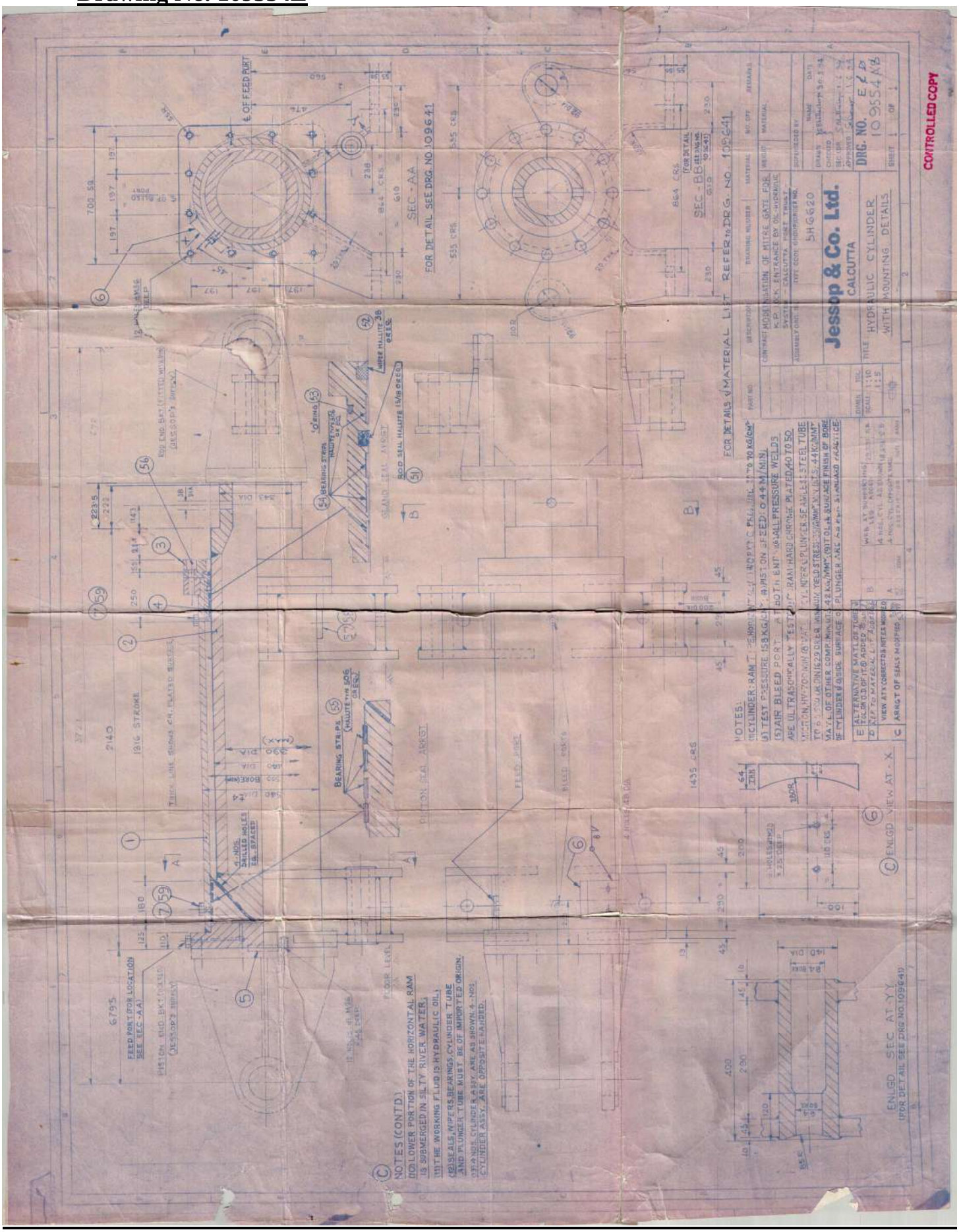
Signature and Seal of the Tenderer

ANNEXURE-M

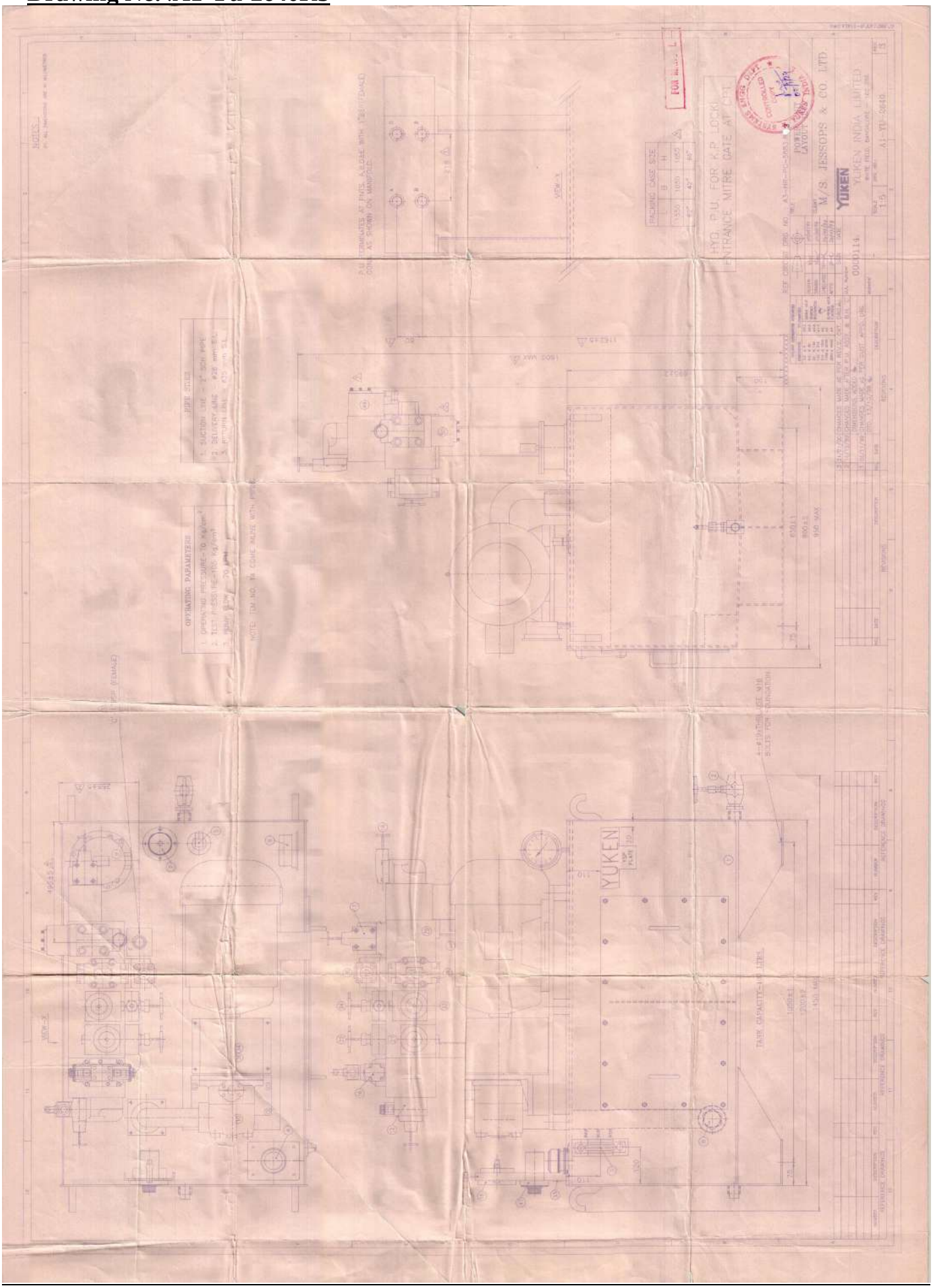
DRAWINGS

NIT No.: KoPT/KDS/Mech/SP/ADV/544 dated 05.11.2019

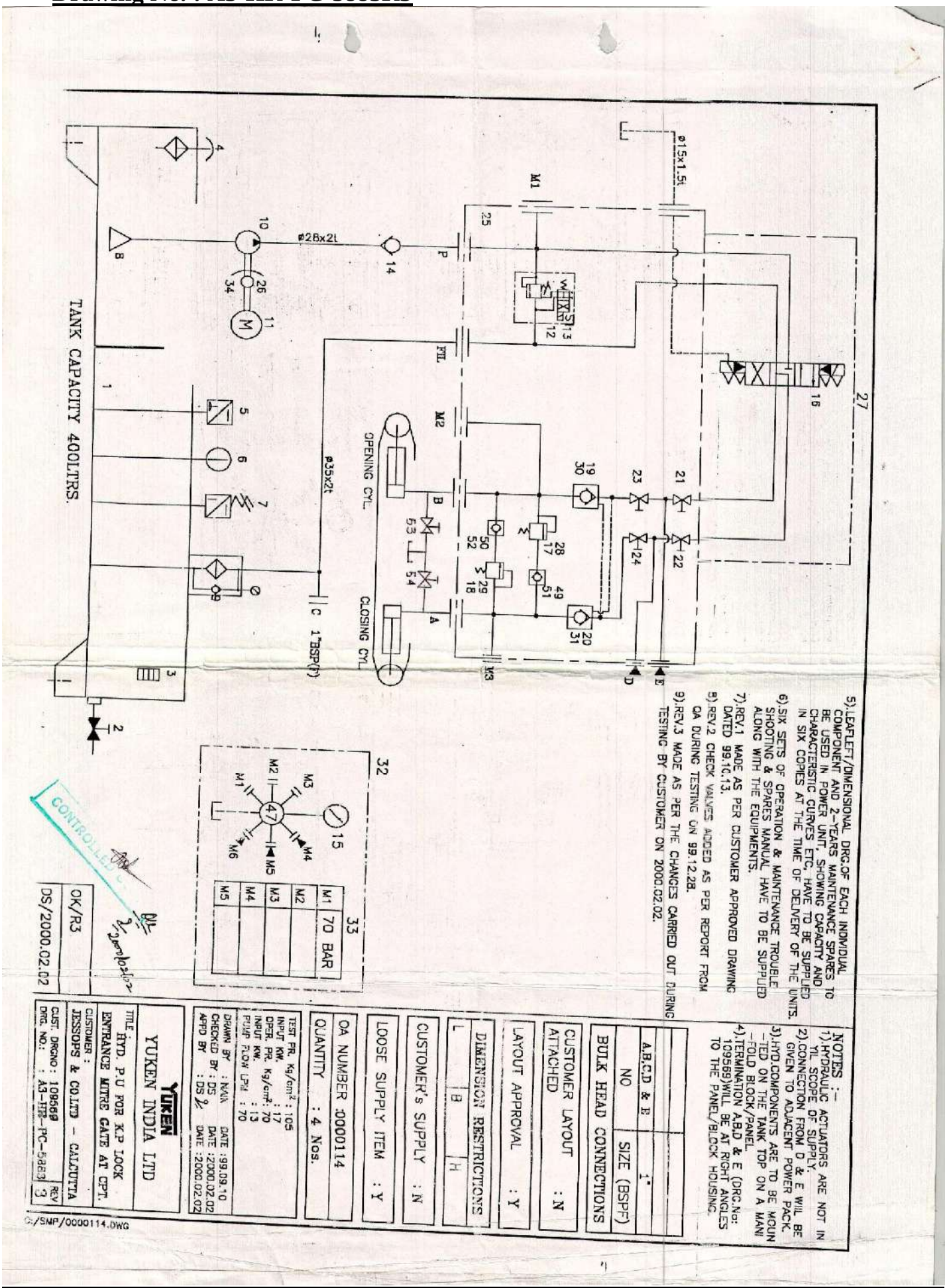
Drawing No. 109554E



Drawing No. :A1-Yu-2640R3



Drawing No. : A3-HR-PC-5883R3



NOTES :-
1).HYDRAULIC ACTUATORS ARE NOT IN YIL SCOPE OF SUPPLY.
2).CONNECTION FROM D & E WILL BE GIVEN TO ADJACENT POWER PACK.
3).HYD.COMPONENTS ARE TO BE MOUN -TED ON THE TANK TOP ON A MANI -FOLD BLOCK/PANEL.
4).TERMINATION A,B,D & E (DRG.No: 109569)WILL BE AT RIGHT ANGLES TO THE PANEL/BLOCK HOUSING.
5).LEAFLET/DIMENSIONAL DRG.OF EACH INDIVIDUAL COMPONENT AND 2-YEARS MAINTENANCE SPARES TO BE USED IN POWER UNIT, SHOWING CAPACITY AND CHARACTERISTIC CURVES ETC, HAVE TO BE SUPPLIED IN SIX COPIES AT THE TIME OF DELIVERY OF THE UNITS.
6).SIX SETS OF OPERATION & MAINTENANCE TROUBLE SHOOTING & SPARES MANUAL HAVE TO BE SUPPLIED ALONG WITH THE EQUIPMENTS.
7).REV.1 MADE AS PER CUSTOMER APPROVED DRAWING DATED 99.10.13.
8).REV.2 CHECK VALVES ADDED AS PER REPORT FROM QA DURING TESTING ON 99.12.28.
9).REV.3 MADE AS PER THE CHANGES CARRIED OUT DURING TESTING BY CUSTOMER ON 2000.02.02.

A,B,C,D & E	
NO	SIZE (BSPF)
BULK HEAD CONNECTIONS	1"

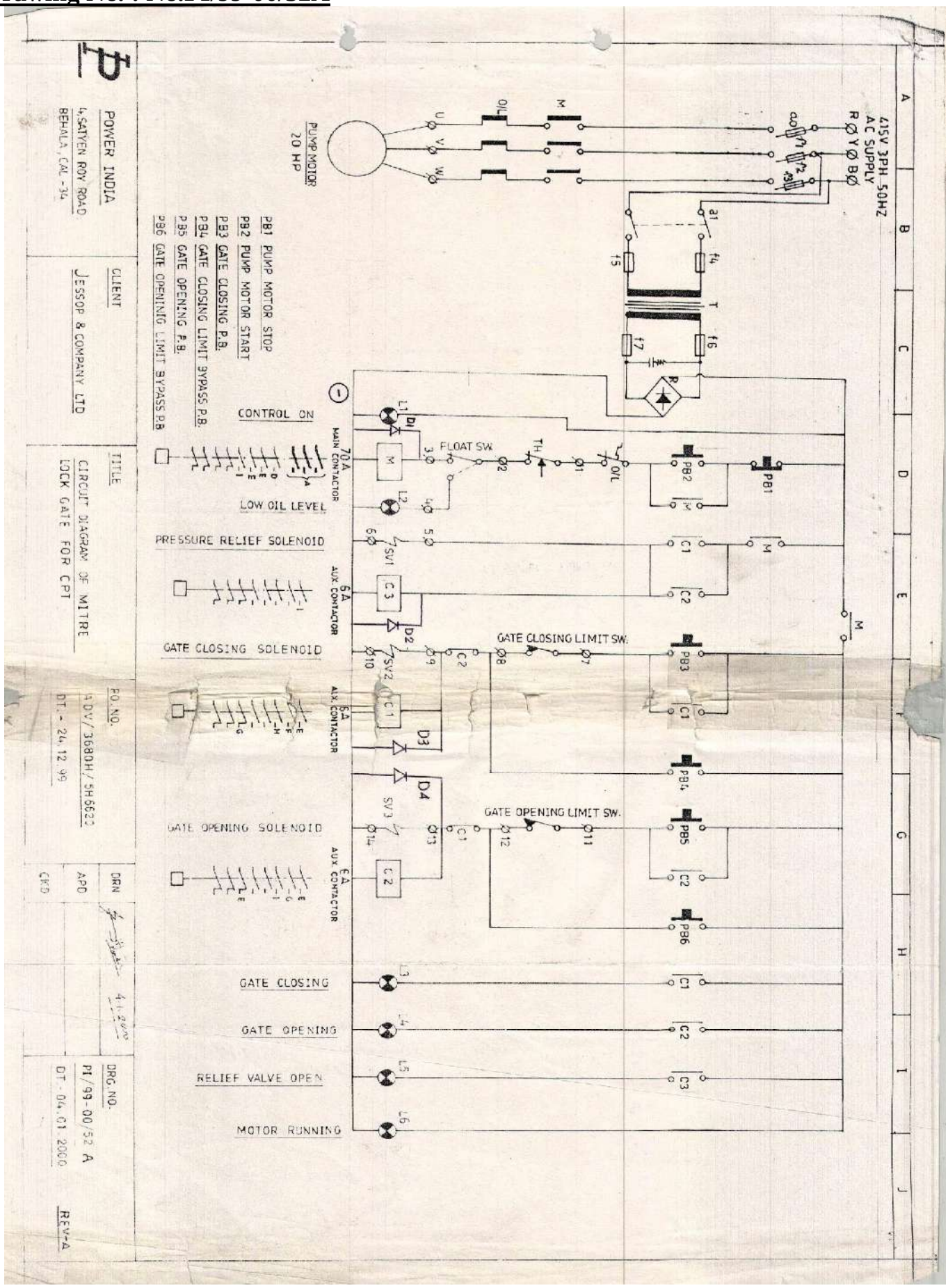
CUSTOMER LAYOUT ATTACHED : N
LAYOUT APPROVAL : Y
DIMENSION RESTRICTIONS : L B H
CUSTOMER's SUPPLY : N
LOOSE SUPPLY ITEM : Y
QA NUMBER :0000114
QUANTITY : 4 Nos.

TEST PR. Kg/cm² : 105
INPUT KW. : 17
OPER. PR. Kg/cm² : 70
INPUT KW. : 13
PUMP FLOW LPM : 70

DRAWN BY : RANA DATE :99.09.10
CHECKED BY : DS DATE :2000.02.02
APPD BY : DS DATE :2000.02.02

CUST. DRGNO : 109569
DRG. NO. : A3-HR-PC-5883 REV 3

Drawing No. : No.PI/99-00/52A



Drawing No. : No. PI/99-00/51

