

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Office of Plant & Equipment Division,  
Haldia Dock Complex  
Operational Administrative Building, 1<sup>st</sup> Floor,  
Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
E-mail ID: koushikm@kopt.in

**NOTICE INVITING E-TENDER (NIT)**

E-Tender under **single stage** two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from **Designers / Manufacturers of lifts or authorized system house /authorized channel partners / authorized service providers of OEM of Lifts**, for the work of **dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building, at Haldia, under Haldia Dock Complex, Kolkata Port Trust**", with required experience, sound technical and financial capabilities, on fulfilling the following Pre-qualification Criteria;

**PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

- 1.0 The intending bidder must have experience of having successfully completed **similar work(s) during last 7 (seven) years ending on 30<sup>th</sup> June, 2015**, which should be either of the following:-
- i) **3 (Three)** similar completed works each costing not less than the amount of INR 11,62,000.00 ( Rupees Eleven Lakhs Sixty Two Thousand ) only  
or
  - ii) **2 (Two)** similar completed works each costing not less than the amount of INR 14,52,500.00 (Rupees Fourteen Lakhs Fifty Two Thousand Five Hundred) only  
or
  - iii) **1 (One)** similar completed work costing not less than the amount of INR 23,24,000.00 (Rupees Twenty Three Lakhs Twenty Four Thousand ) only

**Similar work(s)** means **Design /manufacture and/ or supply, delivery, testing & commissioning of electric passenger/goods lift of similar capacity (16 passengers or higher Capacity ) at multistoried building (at or above G+5 floor level).**

Copy of order letter(s) for similar work(s) with documentary evidences in support of execution i.e. Certificate of Completion/ successful execution certificate from the client(s) must be furnished.

- 2.0 The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31<sup>st</sup> March, 2015 **or latest**, should be at least **INR 8,71,500.00 (Rupees Eight Lakh Seventy One Thousand Five Hundred) only.**

Documentary evidence, in support of the above shall have to be furnished in the form of Audited Balance Sheets and Profit & Loss Accounts for the last three financial years, ending 31.03.2015. The Auditor, in such case, must be a qualified Chartered Accountant. No self-declared document(s) would be accepted for this purpose

In absence of audited Balance Sheet **and** Profit & Loss Account for the last financial year ending **31.03.2015**, a certification regarding financial turnover (for the last financial year ending 31.03.2015) shall have to be submitted from the **statutory auditor of the company / firm**. As soon as the audited Balance Sheet and Profit & Loss **Account would become available, the same should be submitted immediately.**

- 3.0 Experience as sub-contractor shall not be considered
- 4.0 Possession of VAT registration certificate.
- 5.0 Possession of Valid Trade Licence.
- 6.0 Possession of Valid Professional Tax Clearance Certificate / Up to date profession tax payment challan.
- 7.0 Possession of Service Tax Registration & Service Tax Code no.
- 8.0 Possession of valid Employees' Provident Fund (EPF) Account, if applicable. If not applicable, declaration of non-applicability should be given by the bidder in the form of Affidavit.
- 9.0 Possession of registration with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish Non-applicability to be submitted along with techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit affirmed before a first-class judicial Magistrate to that effect (vide proforma of affidavit as per **Annexure-L** attached to Tender Document).
- 10.0 For Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) should have Valid NSIC certificate and DIC's (DISTRICT INDUSTRIES CENTRE) Certificate].
- 11.0 Possession of Valid Electrical contractor's license of relevant part.

**NIT may be seen from the websites of MSTC, CPPP Portal, KoPT, HDC websites only. Bid document will be seen in the website of MSTC Ltd ([www.mstcecommerce.com](http://www.mstcecommerce.com)) only. Corrigenda / Addenda / clarifications, if any, shall be hosted on the websites of MSTC, CPPP Portal, KoPT, HDC only.**

**However, bidders will have to participate in the electronic bidding process through the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)) only.**

#### **SCHEDULE OF TENDER (SOT)**

1		Work Title	<b>Tender for dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing &amp; commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building, at Haldia, under Haldia Dock Complex, Kolkata Port Trust</b>
2		Tender Authority	Sr. Dy. Manager(P&E), Plant & Equipment Division, Haldia Dock Complex, Operational Administrative Building, 1 <sup>st</sup> Floor, Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, Telephone : 03224 -252713, Tele Fax - 03224-252135, E-mail ID: koushikm@kopt.in
3		HDC's Ref.Tender No.	<b>SDM (P&amp;E)/T/04/2015</b>
4		Mode of Tender	e-Procurement System <b>(Online Part I - Techno-Commercial Bid and Part II - Price Bid, through <a href="http://www.mstcecommerce.com/eprohome/">www.mstcecommerce.com/eprohome/</a>... of MSTC Ltd.</b> The intending bidders are required to submit their offer electronically through e-tendering portal. <b>No physical tender is acceptable by Haldia Dock Complex.</b>
5		E-Tender No.	<b>KoPT/Haldia Dock Complex/P&amp;E Div/4/15-16/ET/41</b>
6		Date of NIT available to parties to download	<b>01- 07- 2015 from 17-00 hrs.</b>

7		Pre-Bid Meeting starting date & Time	<b>14- 07- 2015 at 11:00 Hrs.</b> <b>(Pre-bid meeting will be off-line)</b>
8		Pre – Bid Meeting closing date & Time	<b>14- 07- 2015 at 15:00 Hrs.</b> <b>(Pre-bid meeting will be off-line)</b>
9	i)	Earnest Money Deposit (EMD)	<p>The intending bidders should submit Earnest Money of <b>INR 58,100=00 (Rupees Fifty Eight Thousand One Hundred only)</b> to Haldia Dock Complex, KoPT, by RTGS / NEFT along with their techno-commercial offer directly into the designated bank account of Kolkata Port Trust, Haldia Dock Complex otherwise their offer will be summarily rejected.</p> <p><b>A detail of the bank account is appended hereunder.</b></p> <p><b>a) Name of Bank &amp; Branch: United Bank of India, Haldia Dock Complex Branch.</b></p> <p><b>b) Account No.: 1604050000310</b></p> <p><b>c) IFS Code: UTBI0HDCF75.</b></p> <p>Concerned bidders / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS / NEFT. Details of Earnest Money remitted should be entered by the participating bidder / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting bidder / contractor:</p> <p>b. Tender No:</p> <p>c. Amount remitted:</p> <p>d. Remittance Bank Details:</p> <p>e. U.T.R No.:</p> <p>f. Date of remittance:</p>
	ii)	Bid Document fee (Cost of Tender Document)	<p>The intending bidders also should submit the Bid Document Fee of INR 2,000.00 (Rupees two Thousand only) (non-refundable) to Haldia Dock Complex separately by RTGS / NEFT along with their offer directly into the designated bank account of Kolkata Port Trust, Haldia Dock Complex.</p> <p><b>A detail of the bank account is appended hereunder.</b></p> <p><b>a) Name of Bank &amp; Branch: United Bank of India, Haldia Dock Complex Branch.</b></p> <p><b>b) Account No.: 1604050000310</b></p> <p><b>c) IFS Code: UTBI0HDCF75.</b></p> <p>Concerned bidders / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating bidder / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>(i) Name of remitting bidder / contractor:</p> <p>(ii) Tender No:</p> <p>(iii) Amount remitted:</p> <p>(iv) Remittance Bank Details:</p> <p>(v) U.T.R No.:</p> <p>(vi) Date of remittance:</p>
	iii)	Transaction Fee	<b>INR 1656.00 [(Rupees One Thousand Six Hundred Fifty Six only)</b> (non-refundable), including Service Tax @14.00 % on Service Charge]. Payment of Transaction fee to be made by NEFT/RTGS in favour of MSTC LIMITED (refer <b>Clause No. 4 of Annexure - A</b> )

10	i)	Last date of submission of EMD & Bid Document fee to HDC	<b>28 - 07- 2015</b> upto 15.00 Hrs. (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).
	ii)	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>Three working days before the last date of closing of online bidding for the e-tender.</b>
11		Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>22 -07- 2015 from 10:00 hrs.</b>
12		Date of closing of online e-tender for on-line submission of Techno-Commercial Bid & Price Bid.	<b>28 - 07- 2015 at 15-00 hrs.</b>
13		Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	<b>29 - 07- 2015 at 11- 00 hrs onwards.</b>
14		Part-II Price Bid:	Date of opening of Part II i.e. price bid shall be informed separately.

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**IMPORTANT INSTRUCTIONS TO BIDDERS (FOR E-TENDER)**

This is an e-procurement event of HALDIA DOCK COMPLEX. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to go through all the contents of this tender document including all the Terms & Conditions, Scope of work, and Technical Specifications etc., before submitting your online tender.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess Class III signing type digital certificate. bidder(s) are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a></p> <p>1). bidder(s) are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu/Govt depts→Register as Bidder Filling up details and creating own user id and password→ Submit.</p> <p>2). bidder(s) will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact person (Haldia Dock Complex):</p> <p>1. Dealing Officer's name :- Koushik Mukhopadhyay Designation:- Sr. Dy. Manager(P&amp;E) Phone no. 03224 252713 e-mail :- <b>koushikm@kopt.in</b></p> <p>Contact person (MSTC Ltd):</p> <p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</p> <p>2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in Landline:03322901004</p> <p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System / Windows 8 / updated version</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I (Techno-Commercial bid) will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II (Price bid), through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>PAYMENT of <b>Transaction fee</b> by <b>NEFT / RTGS</b> in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by <b>NEFT / RTGS</b> to MSTC is detailed below :</p>

	<p>Bank Details : Axis Bank ,Shakespeare Sarani Branch  Account Details : Axis Bank A/c.No.005010200057840  IFSC Code No. : UTIB0000005.</p> <p>“The bidder(s) shall enter the transaction fee details by using the “Transaction Fee Entry” Link under “My Menu” in the bidder(s) login. The bidder(s) have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the bidder(s) are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.</p> <p>NOTE: The bidders should submit the transaction fee <b>at least three working days before the last date of closing of online bidding for the e-tender</b>, as they will be activated for bid submission only after receipt of transaction fee by MSTC Ltd.</p> <p>Contact Details :  Fax No. : 033- 22831002  Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the bidder, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards <b>Bid Document fee &amp; EMD</b> for any reason, the bidder, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC/KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of <b>Bid Document fee</b> and <b>EMD</b> through RTGS/NEFT well in advance and verify completion of transaction in respect of <b>Bid Document fee</b> and <b>EMD</b>.</p> <p>Bidder(s) are instructed to use <b>Upload Documents</b> link in <b>My menu</b> to upload documents in document library. Multiple documents can be uploaded. <b>Maximum size of single document for upload is 5 MB.</b></p> <p>Once documents are uploaded in the library, bidders can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of bidder guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of bidder with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

9.	<p>Bidding in e-tender:</p> <p>(a) Bidder(s) need to submit necessary EMD (If ANY), Bid Document fee (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Bid Document fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC, KoPT.</p> <p>(b) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>(c) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>(d) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>(e) The Techno-Commercial Bid &amp; price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>(f) After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.</p>
10	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. It is mandatory that all the bids are submitted with digital signature certificate; otherwise the same will not be accepted by the system.
11	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
12	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
13	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the HDC/ KoPT will form a binding contract between HDC/ KoPT and the Bidder for execution of supply /work. Such successful bidder shall be called hereafter 'CONTRACTOR'.
14	HDC/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.
15	No deviation of the terms and conditions, technical specification and scope of work are acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of all terms & conditions, technical specification and scope of work for the instant tender.
16	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
17	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
18.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.



19.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
20.	The bid will be evaluated based on the filled-in technical & commercial formats.
21.	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.
22.	<p>a. Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, are exempted from depositing Bid Document Fee and Earnest Money.</p> <p>b. Micro &amp; Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p> <p>c. If Micro &amp; Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit Bid Document Fee, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p> <p>d. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted (uploaded) along with the bid. For Scheduled caste (SC) &amp; Scheduled Tribe (ST) entrepreneurs' documentary evidences have also to be submitted (uploaded) to get benefit in this regard.</p>
23.	<b>Due date of submission of tender will not be extended under any situation.</b>

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

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Haldia Dock Complex  
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Tele Fax - 03224-252135  
E-mail ID: koushikm@kopt.in

**TERMS & CONDITIONS**

1. Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2. Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date, to be intimated later separately.
3. E-Tenderers' submitted bids, without requisite Earnest Money and Bid Document Fee, are liable to be rejected, excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) having valid DIC's certificate, for the item(s), for which the tender is invited.
4. The Terms and Conditions of E-Tender shall be read in conjunction with the Trustees' General Conditions of Contract, Scope of work & technical Specifications, Special Conditions of Contract, Bill of Quantities and other documents forming part of this Contract, wherever the Contract so requires.
5. The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
6. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
7. **Location of site:** The work as described in the tender shall be executed in the Jawahar Tower Building [(G+11) floor level], at Haldia Township, at Haldia, under Haldia Dock Complex, Kolkata Port Trust. Haldia Dock Complex is located at the confluence of River Haldi and River Hooghly, at about 130 Kms upstream from Sandheads and 104 Kms downstream of Kolkata, in the district of Purba Medinipur, West Bengal. The site is well connected by road (all weather hard top road approachable from NH-41 and State High Way) and also by rail (S.E. Railway Branch line connecting Panskura railway station).
8. **Site Inspection:** The intending bidders should inspect the site of work and get thoroughly familiarized with the nature of work, site conditions, access to the site & location and local conditions including labour etc. before submission of the offer. Non-familiarity with the site conditions & local conditions shall not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. Free gate pass will be provided to authorized representative of intending bidder(s) for such site inspection against application with Voter's identity card of the person.
9. The bidder should submit **DECLARATION OF THE BIDDER, as per Annexure- H, in their letter head** and upload the scan copy, duly filled up & signed with office seal.
10. Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
11. The bidder shall quote his price through on-line (through MSTC portal only) as per the Bill of

Quantities in the Price bid (Part-II), without any condition or deviation.

12. The Bidder shall state clearly his quoted rates both in figure & word.
13. Price(s) to be quoted should remain firm over the contract period.
14. All taxes & duties, levies, cess, transportation, packing & forwarding and all incidental charges are deemed to be included in the quoted rate, except service tax, as applicable.
15. Order(s) may be placed in full or part to the lowest bidder.
16. Work is to be carried out as per terms & condition of the contract document
17. In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
18. E-Tender Document shall neither be issued by post nor sold.
19. E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.
20. Notification for issuance of any Addendum / Corrigendum to the tender document or clarification /confirmation (if any) will be given only through MSTC / KoPT / HDC /CPPP websites and the bidders are requested to check for the same at the websites prior to submission of their offers. Any Addendum / Corrigendum issued to the tender will become an integral part of the tender and bidders should consider the same while quoting.
21. Price Part (Part -II) of only technically & commercially qualified bidders will be opened at a later date, under due intimation to all concerned.

**22. GENERAL:**

The work as described in the tender documents must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenderers, Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

**23. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings.
- Scope of work & Technical Specifications
- Special Conditions of Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Haldia Dock Complex, thereon shall be final and binding upon all parties.

## **24. MODE OF SUBMISSION OF BID :**

24.1 Techno commercial part i.e. **Part - I** shall contain the following documents / annexure /formats etc., **duly signed & filled up (wherever applicable) by the bidder with office seal**, scan copies of which are to be uploaded. **The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the HDC/KoPT: -**

- (i) Bidder's Information, as per **Annexure - J**, attached to the tender document.
- (ii) Copy (ies) of order letter(s) for similar work(s) with documentary evidences in support of execution i.e. Certificate of Completion/ successful execution certificate from the client(s), as mentioned in the pre-qualification criteria for bidders.
- (iii) Certified copies of audited balance sheet and Profit and Loss account for the last 3 (three) financial years (i.e. 2012 – 2013, 2013-2014 & 2014-2015). **In absence of audited Balance Sheet and Profit & Loss Account for the last financial year ending 31.03.2015, a certification regarding financial turnover (for the last financial year ending 31.03.2015) from the statutory auditor of the company / firm, to be submitted.**
- (iv) Declaration of the Bidder (as per **Annexure- H**)
- (v) Concurrent commitment(s) of the Bidder, as per Annexure –I.
- (vi) Letter of authorisation, if any (in case of signatory authority of documents for the tender).
- (vii) VAT registration certificate.
- (viii) Valid Trade Licence.
- (ix) Valid Professional Tax Clearance Certificate / Up to date profession tax payment challan.
- (x) Service Tax Registration, with STC no.
- (xi) Valid Employees' Provident Fund (EPF) Account, if applicable. If not applicable, declaration of non-applicability should be given by the bidder in the form of Affidavit.
- (xii) Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish Non-applicability to be submitted along with techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit affirmed before a first-class judicial Magistrate to that effect (vide proforma of **Affidavit** as per **Annexure - L** attached to the Tender Document).
- (xiii) Valid Electrical contractor's license for relevant part.
- (xiv) Proof of submission of Earnest Money Deposit and Bid Document Fee.
- (xv) Addendum / Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- (xvi) Form of tender (Unpriced), as per **Annexure –K**, duly filled in & signed by the Bidder under office seal.
- (xvii) Valid authorization letter from OEM of lifts for the bidder(s), in case of authorized system house /authorized channel partners / authorized service providers of the OEM.
- (xviii) **Technical Data Sheet**, as per **Annexure – F**, duly filled-in, signed & stamped by the bidder.
- (xix) **Detailed Technical proposal of offered passenger lift**, along with vendor's list of make / brand of various components / bought out items and list of relevant BIS codes, followed for different components & accessories.
- (xx) **Bill of Quantities (un-priced)**, as per **Annexure – N**.

- 24.2. **Part -II** will contain Price Bid as per BOQ.
- 24.3. Part-II (Price Bid) shall be submitted on line without any condition or deviation.
- 24.4. Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm, unless it is notified by KoPT /HDC.
- 24.5. Bid Document shall remain the property of Kolkata Port Trust, Haldia Dock Complex.
- 24.6. Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 24.7. The bidders may please note that Haldia Dock Complex, Kolkata Port Trust, will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit Haldia Dock Complex, Kolkata Port Trust's Offices, for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust, find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.
- 24.8. Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust, Haldia Dock Complex, may reject, accept or prefer any bid without assigning any reason whatsoever.

## 25. **OPENING OF BIDS:**

- 25.1 Only Part -I containing Techno commercial part as stated above will be opened on the date and time as fixed in the e-tender document on line.
- 25.2. Part -II (Price Bid) of only those bidders who have deposited requisite Earnest Money and Bid document fee , as per NIT and also qualify techno commercial stipulation of the e-tender shall be opened, on a later date, which will be intimated in due course prior to the opening date.

## 26. **EARNEST MONEY DEPOSIT (EMD):**

### 26.1. **Method of submission of EMD:**

As per methodology stipulated in the **NOTICE INVITING TENDER**, the tenderer shall submit **Earnest Money Deposit amounting to of Rs 58,100=00 (Rupees Fifty Eight Thousand One Hundred only) only.**

**Failing to submit the Earnest Money Deposit, as per the above details, shall make the Tender liable for rejection.**

### 26.2. **Refund of EMD:**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders, without any interest, within **7 (Seven) days after opening of Price bid (Part – II)** of the e-Tender document. In case of successful bidder, Earnest money will be refunded after submission of Security Deposit, without any interest.

### 26.3. **Forfeiture of EMD:**

**Earnest Money** may be liable for forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer [i.e. Sr. Dy. Manager (P&E), HDC], if the Tenderer withdraws his offer within the validity period of the offer and/ or alters/ amends any terms and/or condition and/or quoted rate(s), within the validity period of the offer (excepting when option to do the same has been specially granted by Kolkata Port Trust, Haldia Dock Complex, in writing) making in unacceptable to HDC, KoPT, and/ or **in case of successful tenderer**, fails to submit the **Security Deposit** for the specified sum and in the specified form within

the stipulated time and/or fails to carry out to work or to perform/observe any of the conditions of the contract.

**27. VALIDITY OF OFFER:-**The e-tender shall remain **valid for a period of 6 (Six) months** from the date of opening of Techno-Commercial Bid (Part -I).

**28. DETAILED SCRUTINY OF E-TENDERERS:**

- 28.1. During the course of examination of Part - I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. **Par-II** of those bidders who meet the qualifying criteria of NIT shall be opened.
- 28.2. During techno-Commercial Evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case :-
- (i) is not accompanied by requisite Earnest Money,
  - (ii) is not accompanied by requisite Bid Document Fee,
  - (iii) It does not meet the Pre-Qualification Criteria as stipulated in the NIT.
  - (iv) The bidder submits conditional offer / impose own terms and conditions / does not accept tender terms and conditions completely.

In addition to above, a bidder may also 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.
- (c) Any indication of quoted price anywhere in the uploaded documents required for techno-commercial offer.

**The decision of Haldia Dock Complex, Kolkata Port Trust in this regard shall be final and binding on the Bidder.**

**29. EVALUATION CRITERIA:-**

- 29.1. During evaluation of Part -II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received considering quoted price against all the items under Bill of Quantities, taken together**, shall be considered for acceptance by the Trustees.
- 29.2. For Micro & Small Enterprises (MSEs) registered with NSIC:
- If illegible for this kind of job, the benefits as per prevailing norms will be extended to MSEs registered with NSIC as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012.
- 29.3. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.

**30. MISCELLANEOUS:**

- 30.1. The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenders are liable to rejection at the option of the Trustees without further reference to the bidder.
- 30.2. All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

30.3. The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust, in their letter head, to be uploaded along with techno-commercial offer. It is not the intention to debar the Contractors from working if their relatives are working in KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.

**31. Due date of submission of tender will not be extended under any situation.**

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
Office of Plant & Equipment Division,  
Haldia Dock Complex  
Operational Administrative Building, 1<sup>st</sup> Floor,  
Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur - 721604  
Tele Fax - 03224-252135  
E-mail ID: koushikm@kopt.in**

**SPECIAL CONDITIONS OF CONTRACT**

**E-TENDER FOR** “dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building,, under Haldia Dock Complex, Kolkata Port Trust,.”

E-TENDER NO: - KoPT/Haldia Dock Complex/P&E Div/4/15-16/ET/41

1. Before submitting the on-line bid /offer, the tenderers must thoroughly go through the 'Scope of Work and Technical Specifications', Special Conditions of Contract, 'Inspection & Testing', 'Bill of Quantity', 'Payment Terms' and all other terms & conditions of this Tender and also assess the work through site visit prior to submit on-line bid (GATE PASS/ DOCK PERMIT will be issued to the authorized representative (s) of intending bidder(s) at free of cost for site visit).

The contractor shall have to complete the job as per enclosed 'Scope of Work and Technical Specifications', 'Bill of Quantities' and 'Inspection & Testing' and other terms & conditions of this Tender within the scheduled completion time. Accordingly, the contractor shall have to mobilize his men, materials and equipments to work site.

**2. AUTHORITY IN SIGNING BIDDING DOCUMENTS TO BE UPLOADED :**

- 2.1 In case the Tender is submitted by a **Proprietorship Firm**, the same should be submitted either by **Proprietor** or other person(s), holding a valid **Power of Attorney/ Authorisation** from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder(s) / Authorised person(s) should be attested by the Proprietor and should be uploaded along with Part –I (techno-commercial offer).
- 2.2 In case the Tender is submitted by a **Partnership Firm**, the same should be submitted either by partner(s), holding valid **Power of Attorney** from the partners or other person(s), holding valid **Authorisation** from such Power of Attorney holder(s), subject to approval of the Partner(s) in the matter of giving such authorization, in connection with this Tender. The signature of such **Power of Attorney holder(s) / Authorised person(s)** should be attested by the **partners** or **Power of Attorney holder**, as the case may be and should be uploaded along with Part –I (techno-commercial offer).
- 2.3 In case the Tender is submitted by a **Limited Company**, the same should be signed by person(s) holding valid **Power of Attorney / Authorisation** executed in his / their favour (in connection with this Tender) and the signature of such **Power of Attorney holder / Authorised person(s)** should also be attested, in accordance with the constitution of the Limited Company and should be uploaded along with Part –I (techno-commercial offer).
- 2.4 Such **Power of Attorney Holder(s)/ Authorised Person(s)** should put his/ their signature(s) identical with the attested one, in the bidding [both Techno-Commercial Bid (Un-priced) and Price Bid] and all the supporting documents including the documents in support of the Pre-Qualification Criteria of the Tenderers. In case of putting different signatures in different documents/ offers, all such signatures should be attested by the same person(s) in line with the above.



3. **PRE- BID TECHNO- COMMERCIAL CONFERENCE (PRE-BID MEETING):**

Pre-bid techno-commercial conference (pre-bid meeting) will be held off-line on the stipulated date & time and venue, as mentioned in the NIT.

- 3.1 The prospective Tenderers or their authorized representative(s) are invited to attend the **Pre-Bid Techno- Commercial Conference**, which will be held on the date & venue stipulated in the NIT.
- 3.2 The purpose of this **Pre- Bid Techno-Commercial Conference** will be to clarify issues and to answer questions on any matter (in connection with this tender only) that may be raised at that stage.
- 3.3 If the prospective bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall send in writing, well in advance, to Sr. Dy. Manager (P&E), HDC, so as to enable HDC/KoPT to prepare clarifications and make **Pre- Bid Conference** meaningful. Changes, if any, proposed by the Tenderer(s), would be discussed and HDC/KoPT's response would be communicated to all the prospective Tenderers (i.e. submitted queries or attended Pre-Bid Conference), in writing, well in advance of the last date of submission of tender.
- 3.4 Any modification of the Tender Document, which may become necessary as a result of the **Pre- Bid Techno- Commercial Conference**, shall be made through the issue of an **Addendum**. This Addendum, so issued, would form part of the Tender Document (the complete Addendum will be hosted in the websites of MSTC /KoPT/HDC/CPPP and will remain binding to all the Tenderers and the same should be accepted & submitted by all the Tenderers along with their Techno-Commercial Bid.
- 3.5 The Tenderers are advised to attend the **Pre- Bid Techno- Commercial Conference**. However, non- attendance at the Pre- Bid Techno- Commercial Conference will not be a cause for disqualification of a Tender.

4. **AMENDMENTS:**

- 4.1 At any time prior to the last date for submission of tenders, HDC, KoPT reserves the right to amend and modify the Tender Document by issuing Addenda. Such Addenda will be hoisted in the websites of MSTC /KoPT/HDC / CPPP only.
- 4.2 Any Addendum thus issued shall form part of the Tender Document. Such Addendum shall be binding upon the prospective Tenderers. HDC, KoPT may at their discretion extend the last date for submission of the tenders, to enable the prospective Tenderers to have reasonable time to submit their Tender after taking into consideration of such amendments.

5. **TOTAL COMPLETION TIME:** The contractor will have to complete the tendered job in all respects and handover the complete installations, after commissioning of the same, **within 180 days, from the date of placement of order.**

**Bar Chart** for execution of the total work (from commencement to completion of work, indicating individual activities with commencement & completion date for each activity) should have to be submitted by the contractor **within 21 (Twenty One) days** from the date of placement of the order. The Bar Chart shall be used for monitoring of progress of the work.

6. **PAYMENT TERMS:**

6.1 **Against Bill of Quantity [BoQ] item sl no. 1 (Dismantling):**

- 6.1.1 75 % (seventy five percent) of the value of dismantling job against BoQ item sl no. 1, will be paid, after successful completion of dismantling job and supply & delivery of all components of the new Lift (as per approved billing schedule) at HDC's site, against submission of unambiguous bill along with certification for completion of dismantling job, as per scope of work and documents for supply & delivery of all components of new lift, along with custodian certificate & relevant inspection reports.
- 6.1.2 25 % (twenty five percent) of the value of dismantling job against BOQ item sl no. 1, will be paid after final commissioning of new lift & handing over the installation to HDC, KoPT, against submission of unambiguous bill, supported with documents regarding

certification of final commissioning of new lift and handing over of the installation to HDC,KoPT

**6.2 Against Bill of Quantity [BoQ] item sl no. 2 :**

6.2.1 70 % (Seventy percent) of the supply value, against BOQ item no. 2, against supply of all components (as per approved billing schedule) at HDC site, will be paid after supply of all components of new lift at HDC site, against submission of unambiguous bills along with custodian certificates & relevant documents, such as inspection reports, challans etc. in support of supply of all the components of new lift, at HDC site.

6.2.2 30% (thirty percent) of the supply value of the items against BOQ item no. 2 (As per approved billing schedule), will be paid after final commissioning of new lift & handing over the installation to HDC,KoPT, against submission of unambiguous bill supported with documents regarding certification of final commissioning of new lift and handing over of the installation to HDC,KoPT. .

**6.3 Against Bill of Quantity [BoQ] sl no. 3 (Installation, Testing & Commissioning) :**

100% (hundred percent) of the value, against BoQ item no. 3, (As per approved billing schedule), will be paid after successful commissioning of new lift and handing over the installation to HDC,KoPT, against submission of bills supported with relevant documents for final commissioning & handling over of installation to HDC,KoPT

Payment against each stage, as above, will be made within 30 working days after submission of correct and complete bills along with required documents, for the respective cases as above.

**Billing Schedule, containing the break-up of prices for various components**, for the jobs for the stages, as mentioned above in clause nos. **6.1, 6.2 & 6.3** is to be submitted by the contractor **within 21 (Twenty One) days** from the date of placement of order, for approval of HDC, KoPT.

Any claim for interest will not be entertained by HDC, KoPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the contractor or with respect to any delay on the part of HDC, KoPT, in making payment.

As per existing norms, HDC will make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to furnish the following information, regarding their banker, which must be submitted in their offer:

- a) Name of the banker:
- b) Savings/Current Account Number:
- c) Banker's Branch Code and address:
- d) MICR Code:
- e) IFS Code:

The amount of Service Tax and related Cess thereupon will be paid by HDC, KoPT as applicable on production of CENVATABLE Document by the contractor.

**7. TAX, SERVICE TAX & CENVAT:-**

**7.1 Service Tax**, if leviable, will be paid extra by the Trustees as applicable. The bidder shall not include Service Tax in his rates. In case, Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC/KoPT. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

However, for recovery of any charges by HDC/KoPT from the contractor, Service Tax, as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by HDC/KoPT.

## 7.2 Taxes, Duties & Other levies

The bidder should quote landed price including all applicable taxes (except Service Tax), duties, statutory & other levies, fees, all types of Cess, insurance, transportation, packing, forwarding and all other incidentals required for execution of the contract in all respect. Variation (upward / downward) in taxes & duties and statutory levies etc due to change in Govt. Regulations only shall be considered, provided such change has taken place within the completion date of the Contract.

7.3 HDC/ KoPT do not enjoy any concession regarding Sales Tax and do not provide any 'C' or 'D' Form in this regard. Hence, accordingly the amount of VAT or C.S.T. shall be applicable.

7.4 Deduction of Sales / Turnover Tax on works contract, Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the prevailing rates or such other rates as may be specified by the Government from time to time, on the gross amount of the Contractor's bill for payment.

## 8. QUALITY ASSURANCE PLAN , INSPECTION AND TESTING:

8.1 **Quality Assurance Plan (QAP):** The Contractor would have to submit Quality Assurance Plan (s) [QAP] for acceptance by HDC, KoPT, within **15 (Fifteen) days** from the date of issue of order. The QAP shall, contain:

- (a) List of the tests and inspections proposed to be done to ensure quality.
- (b) List of the standards to be followed for execution of the work as well as tests and inspections.
- (c) One set of the standards to be followed for the execution of the work / test and inspection shall have to be submitted, by the Contractor along with the QAP for reference, to Haldia Dock Complex.

### 8.2 Inspection And Testing:

8.2.1 The contractor must offer all facilities to Sr. Dy. Manager (P&E) or his authorized representative / Third Party Inspection agency, **for inspection and testing** of the materials/ equipments, at contractor's own risk, cost and arrangement.

8.2.2 HDC, KoPT may appoint Third Party Inspection Agency from any one of **Lloyd's / DNV / ABS / BV / IRS** (who are having their offices in India as well as carrying out inspection outside India), for carrying out stage -wise **inspection & testing of the tendered job, as per Quality Assurance Plan (QAP)**, at HDC, KoPT's own cost & arrangement. Authorized representative of HDC/KoPT may witness inspection & testing process during inspection & testing by Third Party Inspection Agency.

8.2.3 **The scope of the Third Party Inspection Agency also includes :**

8.2.3.1 **Design appraisal** of the New Lift as stipulated in the Tender, including calculation checking, as per design parameters. The design parameters of offered new passenger lift shall have to be submitted to HDC,KoPT, within 15 days from the date of receipt of order letter

8.2.3.2 **Approval of Quality Assurance Plan** (based on Technical Specification & Scope of Work), as submitted by the contractor. Based on the approved QAP (Quality Assurance Plan), Technical Specification & Scope of Work, inspection will be carried out by the 3<sup>rd</sup> Party Inspection Agency.

8.2.4 The inspection & testing may take place at contractor's premises before despatch or at HDC's site after delivery, at the discretion of Sr. Dy.Manager (P&E),HDC and as per QAP.

8.2.5 The Contractor shall submit an inspection /test offer compatible with the QAP. The Contractor shall offer inspection / tests offer to Haldia Dock Complex, at least 7 days in advance.

8.2.6 Haldia Dock Complex's right to inspect, test and where necessary, reject the Goods after the Goods' arrival in Haldia Dock Complex's premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by

Haldia Dock Complex or its representative prior to the Goods' shipment from the place of origin.

- 8.2.7 Haldia Dock Complex reserves the right to subject any part / component / equipment for re-test and on written instruction from Haldia Dock Complex, the Contractor shall arrange for the re-test and the cost shall be borne by the Contractor. In case of unsatisfactory test results, the part / component / equipment shall be rejected and the Contractor shall be responsible for replacement of the item at his own cost and also bear the cost of the re-test.
- 8.2.8 The Engineer [i.e. Sr. Dy. Manager (P&E), HDC] or his authorized representative, on giving 7 (seven) days notice in writing to the contractor, setting out any ground of objections, in respect of the work, shall be at liberty to reject all or any materials or workmanship in the subject of any of the said grounds of objection, which are not in accordance with the contract.
- 8.2.9 In case of sub-letting to other contractors or manufacturers or suppliers by the contractor, the Engineer [i.e. Sr. Dy. Manager (P&E), HDC] will reserve the right as follows:
- (i) that inspection and / or testing will be carried at the sub- contractor's works or
  - (ii) that inspection will be carried out at site or
  - (iii) that inspection will be waived subject to the contractor furnishing a certificate of compliance with specification by a competent authority recognized by national/ international institutes.
- 8.2.10 Notwithstanding the fact that the materials or part of equipment or the whole equipment has passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance etc., as per the contract.
- 8.2.11 Before any electrical system is put to use, the contractor shall carry out all the tests as per Indian Electricity Rules, 1956, with latest amendments if any, for electrical installations.

## 9. Defect Liability Period:

- 9.1 Defect Liability Period' shall mean a period, which starts from the actual date of handing over of new lift installation to HDC, KoPT after successful commissioning, which will continue till expiry of **12 (Twelve) months**.
- 9.2 The Contractor shall be responsible for making good, within **3 (Three) days** of the date of notification of any defect and/or damage, at his expense, any defect in or damage to any portion of the works, which may appear or occur, during defect liability period(including extension, if any) and which arises either:
- (i) from any defective materials, workmanship or design or
  - (ii) from any act or omission of the Contractor done or omitted during the said period.
- 9.3 If the defect and/or damage is not rectified and the lift remains out of commission beyond three (3) days, from the date of intimation of defect /damage (through letter /fax/ sms /e-mail etc.), penalty as per following rate will be imposed to the contractor.**
- (a) @ Rs 1000.00 per day, from 4<sup>th</sup> day to 10<sup>th</sup> day.**
  - (b) @ Rs 2000.00 per day, from 11<sup>th</sup> day onwards.**
- 9.4 If the defect and/or damage cannot be made good by the Contractor within the stipulated period, as mentioned above, and the equipment remains out of commission beyond such stipulated period, then the defect liability period may be suitably extended.
- 9.5 Free of cost comprehensive maintenance should be carried out by the contractor, including routine, preventive & breakdown maintenance, during the defect liability period or extensions thereof, if any.

## 10. **SECURITY DEPOSIT:-**

10.1 The Contractor shall have to deposit a sum of 10% of the contract value (total basic price) in the form of Demand draft / Banker's Cheque issued by any Nationalized Bank/ Scheduled Bank in India, as Security Deposit, within 15 days from the date of placement of order. Otherwise, the contractor may submit to Sr. Dy. Manager (P&E) a Performance Bond in the form of Irrevocable Guarantee from any Nationalized Bank/ Scheduled Bank in India as Security Deposit within 15 days from the date of placement of order, in the Proforma annexed to KoPT's General Condition of Contract for a sum equivalent to **10 % of the contract value** (total basic price), which shall be valid till successful expiry of the **Defect Liability Period**, with a claim period of three months thereafter. In all cases, any dispute regarding the Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court. Interest / charge, whatsoever in nature, shall not be paid by HDC/KoPT on the amount of Security Deposit.

In case of Bank Guarantee from any Nationalized Bank/ Scheduled Bank in India, outside West Bengal, it shall be routed through from any Branch/Branches in West Bengal of corresponding Nationalized Bank/ Scheduled Bank and such corresponding Bank shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

### 10.2 **Termination of contract due to failure to submit Security Deposit**

Failure of the successful tenderer to submit the required **Security Deposit** shall constitute sufficient grounds for termination of the contract and **forfeiting the Earnest Money Deposit**.

### 10.3 **Revalidation of Security Deposit Bank Guarantee**

The contractor is required to revalidate the Security Deposit Bank Guarantee, till 3 (three) months after expiry of the defect liability period/ extended defect liability period or contractual obligations, as per provisions of the contract.

### 10.4 **Forfeiture of Security Deposit Bank Guarantee**

The Security Deposit Bank Guarantee shall be liable to be forfeited at the option of the HDC, KoPT, if the Contractor fails to carry out the work or to perform/ observe any of the conditions of the Contract. HDC, KoPT shall be at liberty to deduct/ recover any of their dues from the Security Deposit Bank Guarantee.

### 10.5 **Cost of obtaining & keeping the Security Deposit Bank Guarantee valid to be borne by the contractor**

The cost of obtaining security deposit bank guarantee or any other Bank Guarantee and/ or the revalidation thereof whenever required has to be borne by the Contractor and it shall be their sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, Sr. Dy. Manager (P&E), HDC and/ or HDC, KoPT shall be at liberty to raise claim/ demand under the Security Deposit Bank Guarantee and en-cash the same unilaterally. Interest/ charge of whatsoever in nature shall not be paid by HDC, KoPT on the amount of Security Deposit Bank Guarantee held by HDC, KoPT, at any stage.

### 10.6 **Return of Security Deposit Bank Guarantee**

The **Bank Guarantee** submitted by the contractor towards the performance of the contract, will be returned to the contractor without any interest after successful completion of the contract (including Defect Liability Period and fulfilment of all contractual obligations), to the satisfaction of HDC, KoPT and on making an application thereof, along with **"No Claim Certificate"**, **without any interest**.

## 11. **CONTRACT AGREEMENT:-**

The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement **within 30 (thirty) days from the date of issue of order letter** and fulfill all his obligations as required by the Contract. The representative(s) of the contractor, signing the

Agreement on behalf of the contractor, should be authorized through a **Power of Attorney** [specimen signature of the authorized representative(s) should be attested] in this regard. Formats of the **Agreement** and **Power of Attorney** are annexed with the Tender Document.

12. **Completeness of Contract:** Any fittings, accessories or apparatus which may not have been specifically mentioned in the Bill of Quantities, Scope of Work & Technical Specification etc. but which are necessary in the equipment of similar installation or for the efficient working after installation shall be deemed to be included in the contract and shall be furnished by the contractor, within the contract price.

13. **GATE PASS/ DOCK PERMIT:**

Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued **free of cost** by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area /restricted area /work-site for execution of work / testing of materials at the Departmental laboratory, against application by the contractor as per prescribed proforma of HDC, KoPT, after the same is examined and approved by the Engineer [i.e. Sr. Dy. Manager (P&E), HDC]. The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

14. **WATER SUPPLY, ELECTRICITY & USE OF LAND:**

- 14.1 **WATER, if available**, may be provided to the contractor at the **Contractor's site office, store, workshop, etc.** in connection with this tender, on chargeable basis, as per prevailing rates at HDC/KoPT. For this, the Contractor shall have to make **all arrangements, including installation and laying of pipelines from the source(s) identified by HDC/KoPT, at their cost.**

However, supply of water if required for dismantling, erection, testing, commissioning, (required to be carried out at site) will be supplied from KoPT's source(s), free of cost. The Contractor shall have to make **all arrangements for installation & laying of pipelines, at their cost, from the source(s) identified by HDC/KoPT.**

HDC/KoPT do not guarantee uninterrupted supply of water and the Contractor shall not be compensated for any delay or irregularity in supplying water. The Contractor shall have to arrange for the supply of water at his own cost during such periods.

14.2 **Supply of electricity :**

Supply of electricity at the **Contractor's site office, store, workshop, etc.** will be on **chargeable basis.** The Contractor shall have to make all arrangements, including **installation of energy meter and laying of cables from the source(s) identified by KoPT, at their cost.** The Contractor will be responsible for maintenance and calibration of the energy meter also. **Electricity charges** will be determined on the basis of **Chargeable Unit (kWh) [actual Unit (kWh) consumed (recorded through energy meter) plus 3% on actual Unit consumed (for cost of transformation loss)]** and applicable rate of **West Bengal State Electricity Distribution Company Limited (WBSEDCL).** Billing will be done on the basis of **Electricity charges** and overhead charges @ 19.25% [on the aforesaid **Electricity charges**] as per the notifications of **Tariff Authority of Major Ports (TAMP).**

The **electricity consumption charges** [based on the prevailing rates of **WBSEDCL**, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from Manager (Finance), Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

KoPT do not guarantee uninterrupted supply of electricity and the Contractor shall not be compensated for any delay or irregularity in supplying electricity. The Contractor shall have to arrange for the electricity at his own cost during such periods.

However, supply of electricity for installation, testing & commissioning for new lift and dismantling of the existing lift & other associated work, if any, to be carried out at site, will be made from HDC/KoPT's source(s), free of cost. The Contractor shall have to make all arrangements for laying of cables from the source(s) identified by HDC/KoPT, at their cost.

- 14.3 **USE OF LAND:** The Contractor shall be allowed to use a suitable land (open space), which in the opinion of KoPT may be absolutely necessary for the proper and efficient execution of works. For this, a token lump sum licence fee of **INR 10.00 per month or part thereof** will be charged during pendency of the contract and extension thereof, if any.

On completion of work or termination of the contract, the Contractor shall have to clear away all their tools, plants, rubbish and other materials, **within a fortnight** and hand over vacant and peaceful possession of the same to KoPT, in a tidy and clean condition. The same license fee (INR 10.00 per month or part thereof) will be applicable for this additional period (if any) for clearing the space. If the Contractor fails to clear the space and handover the same to the Employer in a clean and tidy condition, within the period mentioned above, KoPT's "Schedule of Rate" will be applicable for the period beyond that.

The Contractor shall be allowed to erect any temporary structures on this land for **office, store, workshop** etc. and make all suitable arrangement for water supply, electricity supply and sanitary arrangements for the same, at their own cost.

In case the Contractor is interested in taking **covered space, office room**, etc. of KoPT for the purpose of making a site office and store in the port area, the same may also be allotted subject to availability. The rents for such covered spaces or office room of KoPT, to be allotted to the Contractor, shall have to be paid by the Contractor, as per the 'Schedule of Rent of KoPT, prevailing at that time. In addition to the rent, **water consumption charges & electricity consumption charges** (if electricity / water is supplied from HDC/KoPT sources) and other applicable charges, as per the notifications of **Tariff Authority of Major Ports (TAMP)**, have to be paid by the Contractor. The Contractor will be responsible for installation, maintenance and calibration of the water meter also.

## 15. PRICING OF BILL OF QUANTITY & RATES:

- 15.1 Price is to be quoted through on-line bidding as per Bill of Quantities of the e-tender document. The Bidder shall indicate on the prescribed Bill of Quantity, the landed prices of all the goods and services at Haldia Dock Complex. It must include all the taxes (except Service Tax), duties, levies, fees, all types of Cess, insurance, transportation, packing, forwarding and all other incidentals required for execution of the contract in all respect. Variation (upward / downward) in taxes & duties and statutory levies etc due to change in Govt. Regulations only shall be considered, provided such change has taken place within the original completion date of the Contract.
- 15.2 The Contractor shall have to submit the Billing schedule containing the break-up prices of different items of the Bill of Quantity in the following prescribed format **within 30 days from** the date of issue of Order. The contractor shall ensure that the break-up prices are rational, reasonable and approved by the HDC/KoPT for effecting stage payments. In case the Contractor can not furnish the break-up prices in the following format for all the items, the reasons must be clearly mentioned by the contractor.

Sr. No.	Description of items	Basic Price in INR	Applicable all taxes, duties, levies, cess etc.					Insurance, Transportation, Incidentals etc			Total landing Cost (in INR)
			Excise Duty	CST / VAT	Cess & levies etc.						

- a. The break-up price and the price quoted in the BOQ format should match.

**16. DISQUALIFICATIONS:**

- a) 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 the Tenderers to any officer, employees or representative of the Trustees or to any person on his or their behalf in relation to the acceptance of the Tender.
- b) If it is found that two or more persons, who are connected with one another financially or as principal and agent or master and servant have tendered separately under different names for the same contract without disclosing their connections or it is found that the same person has submitted more than one Tender for the same work under different names, the tenders may be rejected or any contract entered into under such conditions shall also be liable to be cancelled at any time during its performance.

**17. LIQUIDATED DAMAGE :**

If any, will be followed under **Clause No. 8** of General Conditions of Contract, May 1993, considering total Completion Time mentioned, before.

**18. FORCE MAJEURE :**

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or Not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall Notify the other party in writing immediately but not later than forty eight hours of the alleged are beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may be provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

**19. VARIATION AND ITS VALUATION :**

No escalation/variation will be allowed during the contract period or extension if any , approved by the appropriate authority of the contract with L.D. or without L.D..

**20. GENERAL CONDITIONS OF CONTRACT :**

Notwithstanding any thing contained herein, the contract will generally be guided by the Trustees' General Conditions of Contract, duly approved by the Board of Trustees in May, 1993 as well as the Major Port Trust Act, 1963 and subsequent amendments thereof, if any.

**21. CONTRACT LABOUR LAWS:**

The Contractor must comply with the provisions of Contract labour Regulation & Abolition) Act – 1970 and Contract Labour (Regulation & Abolition) Central Rules – 1971 and the rules framed there under with all modifications/amendments being enforced from time-to-time.



The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work. He shall have to obtain a regular/permanent license as per sec 12 (1) of the Contract Labour Act.

Further, whenever a contract work has commenced or completed, the contractor has to intimate the same to the Assistant Labour Commissioner (Central)/ labour Enforcement Office (Central) in Form IV – A, within 15 days of such commencement or completion.

Also, as per “Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act – 1996 and Central Rule 1998, contractors engaging ten (10) or more building workers in any building or other construction works has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his work site(s).

The contractor shall inform the Principal Engineer of the Contract, the date, time & venue of disbursement to be made by him to his workers.

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

## 22. **ASSIGNMENT AND SUB- CONTRACTING :**

22.1 The contractor shall not sub-contract the whole of the work. Unless otherwise stated in the contract, the contractor shall not sub-contract any part of the work, without prior consent of Sr. Dy. Manager (P&E), HDC. Any such consent shall not relieve the contractor from any liability or obligations under the contract and they shall be responsible for :

- a) the acts, defaults and neglect of any sub-contractor, their agents, servants or workmen as fully as if these were the acts, defaults or neglects of the contractor, their agents, servants or workmen,
- b) their full and entire responsibility of the contract and for active superintendence of the work by him despite being sublet.

**Provided that** the Contractor shall not be required to obtain such permission for –

- i. the provision of labour engaged on piecework basis / daily rate basis.
- ii. the purchase of materials which are in accordance with the standards specified in the contract, or
- iii. the subcontracting of any part of the works for which the subcontractor is named in the contract.

The contractor shall be responsible for observance by all sub-contractors of Labour Laws applicable in India and all other provisions of the contract.

However, no **participating bidder** will be allowed to act as a **Sub-Contractor** of the Successful Bidder (Contractor).

22.2 In the event of the contractor contravening this condition, HDC,KoPT shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at risk and cost of the Contractor, who shall be liable for any loss or damage, which HDC may sustain in consequence to arising out of such replacement of the contractor.

22.3 The contractor shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of HDC.

## 23. **COMPLIANCE WITH E.P.F & M. P. ACT:**

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

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E), HDC.

**24. COMPLIANCE WITH E.S.I. ACT:**

The contractor will have to comply with provisions of "Employer's State Insurance Act – 1948" along with amendments (if any) issued from time-to-time. He shall obtain ESI registration and shall deduct employees' contribution as applicable percentage of the wages of each of the employees' and shall deposit the same together with employer's contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer shall be liable to pay him suitable compensation.

However, the Tenderer may note the followings:

- i) All intending tenderer shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- ii) In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
- iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a first-class judicial Magistrate to that effect.
- iv) The affidavit as submitted by the tenderers shall be vetted by the Legal Department, Kolkata Port Trust on case-to-case basis.

In case the contractor is not covered under the ESI Act, then he must additionally indemnify KoPT against all damages and accident occurring to his labourer.

The contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (P&E).

**25. INDEMNIFICATIONS:**

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

- (a) The Minimum Wages Act, 1948.
- (b) The Dock Workers (Regulation Of Employment) Act, 1948
- (c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- (d) The Dock Workers' Safety, Health & Welfare Act , 1986
- (e) The Payment of Wages Act, 1936.
- (f) The Workmen's Compensation Act, 1923.
- (g) The Employees Provident Fund Act, 1952.
- (h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- (i) The Payment of Bonus Act, 1965.
- (j) The Payment of Gratuity Act, 1972.
- (k) The Equal Remuneration Act, 1976.
- (l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- (m) Child Labour (Prohibition and Regulation) Act, 1986.

- (n) The Maternity Benefits Act 1961
- (o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.
- (p) Motor Vehicle Act, latest revision.
- (q) The West Bengal Lift Rules, 1958.

**26. SAFETY & ENVIRONMENT:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by Sr. Dy. Manager(P&E),HDC, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPEs (Personal Protective Equipments) such as helmet, safety shoe etc. to all workers and shall also provide job specific PPEs e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding/gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc., as directed by Sr. Dy. Manager (P&E),HDC.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipments shall comply with the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc., the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches/lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling/removing of slushes sludge etc. without any extra cost.

The contractor shall adopt all the above safety measures at his own cost & arrangement..

The contractor shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water/land/air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

**27. WAY BILL:**

For bringing the materials at site, for interstate transfer of materials, if Way Bill is required, the same will be provided by HDC, KoPT, on written request from the contractor. However, the contractor has to plan the transportation of materials, so as to minimize the use of way bills.

**28. PACKING & FORWARDING:**

The contractor should take adequate care during packing and forwarding of different components, parts of the lift and its accessories so that **the same are not damaged/ dented during transportation towards site of work, from outside locations.**

29. The contractor should arrange safety and security of the materials, under his custody at site of works, at his own risk, cost and arrangement. The above terms and conditions should be read in conjunction with other terms and conditions as detailed in the enclosed General Conditions of Contract, Special Notes, Scope of Work, Technical Specification, Bill of Quantities and all other stipulations of the Tender Document.
30. **RISK PURCHASE :**
- If the contractor fails to execute the contract fully or partly after obtaining the order from HDC, KoPT, the contract may be terminated and the work may be carried out by engaging other agency for full portion or remaining portion of the work. The cost incurred by HDC, KoPT, in such case will have to be borne by the contractor. This will be governed by relevant clause **(no. 8.3)** of General Conditions of Contract of Trustees, May 1993, with latest amendments thereto.
31. **HINDRANCE REGISTER**
- ‘Hindrance Register’ will have to be maintained at site, by the contractor, as per the format at **Annexure – T.**

**SCOPE OF WORK**

**1. SCOPE OF WORK:**

- 1.1 Scope of Work includes **dismantling** of one no. existing 16 passenger lift (Make: IBIJI Lifts Pvt. Ltd. – formerly M/s I.B.Ghosh & Broths.) from its existing installation site at Jawahar Tower Building (G+11 floor level) of Haldia Dock Complex at Haldia Township, along with all accessories including guide rails, existing landing doors etc. and deposit the same to the store / yard of Township Electrical Maintenance Office, under P&E Division, Haldia Dock Complex, Kolkata Port Trust, with proper acknowledgment. All necessary arrangement including the transportation arrangement for the above is in the scope of the Contractor, at his own risk & cost. On dismantling of the existing landing doors of the lift, all the landing door openings are to be blocked suitably, for the total execution period till final commissioning of the new lift, for safety of all persons visiting / working nearby.
- 1.2 The scope of work includes **Design/Manufacture and Supply, Delivery, Installation, Testing & Commissioning** of one no new passenger lift of 16-passenger (1088 Kgs. approx) capacity, complete with all accessories including guide rails, buffer support etc., to fit into the existing lift well (from where the existing old lift is to be dismantled as indicated in 1.1 above) in Jawahar Tower Building (G+11 floor level) as per stipulated technical specifications considering dimensional & constructional features of the existing lift well, pit & machine room.
- 1.3 After dismantling of the existing lift & accessories, existing civil structures & other structures shall be jointly inspected & checked by authorized representative of the successful bidder and authorized representative of I&CF Division and P&E Division, under HDC, KoPT, to ascertain whether any damage to existing civil structure/lift well/ property of HDC, has taken place or not, during dismantling by the contractor. If any damage caused, the same to be repaired /rectified /replaced by the contractor at his cost & arrangement. Any modification/replacement in existing civil structures & other structures, if required at all, based on outcome of joint inspection/checking will be in the scope of the successful bidder.
- 1.4 The existing lift well shall have to be made free from any obstacles to make the same suitable for installation & commissioning of one new passenger lift of 16-passenger (1088 Kgs.) capacity considering existing dimensional & constructional features of the lift well, pit and machine room.
- 1.5 The scope of work shall also include provision of all necessary civil works for execution of the work in all respect, including making small holes /pockets, grouting/fixing of hold-fasts, required steel joist and miscellaneous for machine supports, foundation bolts, scaffolding, staging and any other items of work required for the safety of personnel working around the lift shaft etc., with prior intimation to and approval of HDC, KoPT authority.
- 1.6 The equipment offered by the Contractor shall be complete with all components and accessories which are necessary or are usual for their efficient performance and satisfactory maintenance under the particular operating and atmospheric conditions. Such parts shall be deemed to be within the scope of the Contract, whether specifically included or not in the specification or in the schedules. The Contractor shall not be eligible for any charges for such accessories etc. The bidder may please note that the specifications mentioned in the Tender Document are basic & indicative only. The bidder may adopt its own design so as to fully meet the **functional requirements in all respects** without sacrificing the safety, quality, efficiency and reliability in any manner. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment. In the event of repeated failure of any component or material or fitting, within the defect liability period, it shall be treated as design defect and the Contractor shall have to promptly rectify the same at his own cost failing which HDC shall have the right to recover the cost from any other outstanding amount of the Contractor lying with HDC and / or any amount that may become

due to the Contractor and the Contractor may be debarred to participate in any of the tender of HDC in future.

- 1.7 The contractor shall be allowed to commence dismantling work of the existing lift & its accessories, only after arrival of major components /accessories of the new lift, to be supplied by the contractor, at HDC's site. However, in this regard, the decision of the Sr. Dy. Manager (P&E), HDC, KoPT would be final.
- 1.8 Whenever required under statute, approval /completion certificate/license from the appropriate authority ( local /state government/central government/ other statutory bodies, as the case may be) for installation, commissioning & operation of the lift shall be obtained and made available to HDC,KoPT, before handing over the installation, without any extra cost. All necessary fees / charges payable to any authority is to be borne by the contractor.
- 1.9 The contractor should obtain necessary approval(s) /Licenses from/of appropriate authority (ies) with respect to operation of electrical passenger lift quoted for and submit the original(s) of the relevant document(s), prior to handing over of new installation to HDC, KoPT. Unless submission of the said license to HDC, KoPT, handing over of the new installation can not be done.
- 1.10 The contractor shall engage experienced personnel to carry out the works in all respects at his own cost. The contractor shall supply all necessary labour, tools, tackles, lifting machineries, plants, scaffolding arrangement, different vehicular transport etc and equipments with fuel and operator required for satisfactory execution of the work, all at his own risk, cost and expense.
- 1.11 The Contractor should note that all materials, equipment and the supplies, in connection with the new lift, furnished by them will be new and fit for the intended purposes.
- 1.12 **The design/ manufacture and /or supply, testing, installation, commissioning and performance of the electrical** equipment under this contract shall conform to the requirements of latest editions including latest amendments/revisions of relevant Indian standards, codes and regulations. The new passenger lift should be generally as per IS 14665 with latest amendments, if any, and other relevant IS specifications.
- 1.13 **The design/ manufacture and /or supply, testing, installation, commissioning and performance of** the mechanical equipment under this contract shall confirm to the requirements of latest revisions including amendments of the relevant standards, codes and regulations. Where job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.14 The contractor has to follow all relevant safety codes for the equipment, materials, and works for execution of the tendered job. All safety measures for persons employed by him in connection with the tendered job has to be taken by the contractor.
- 1.15 **DEMOLITION**
  - 1.14.1 Before any demolition work is commenced and also during the process of the work, all roads and open areas adjacent to the work site shall either be closed or suitably protected by the successful bidder.
  - 1.14.2 No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - 1.14.3 All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

## 1.16 PERSONAL SAFETY EQUIPMENT

All necessary personnel safety equipment as per relevant statutory provisions should be kept available for the use of the persons employed on the site and the Contractor should take adequate steps to ensure proper use of equipment by those concerned. The Contractor shall not employ men below the age of 18 years of age.

1.17 Following shall also be included in the **Scope of the Contractor's work** and the Contractor shall not be eligible for any extra charges and deemed to be considered in the rates quoted.

- 1.17.1 Provide a steel ladder for access to the pit.
- 1.17.2 All necessary cutting and patching of beams, walls, floors or partitions and masonry work, including repairs thereto, and all chases and openings as required by the Contractor.
- 1.17.3 Painting of elevator material.
- 1.17.4 Provide, necessary scaffolding in Elevator hoistway during erection period and to remove the same thereafter.
- 1.17.5 Furnish and erect the frames for hoistway entrance and hardware. Proper provision shall be made for door reinforcement and supports to accommodate interlocks.
- 1.17.6 All the civil works involved in fixing of R. S. Joints for the equipment, support for buffers, all buttons, indicators etc. structural stretchers for supporting guide rails etc. in the shaft and also cutting of holes/chases in walls, floors, ceilings etc. and making good the same to match the existing surface/structure.
- 1.17.7 Following shall not be included within the Scope of the Contractor's Works, which will be in HDC/KoPT's scope of work. .
  - 1.17.7.1 Any structural repair / renovation work in existing civil structures, excepting required for installation / commissioning of the supplied lift & all accessories and in case of any damage caused by the contractor.
  - 1.17.7.2 A properly lighted and ventilated machine room as required with walls, floor and ceiling painted.
  - 1.17.7.3 Finishing of machine room floor after elevator machine and relevant equipment have been set in place by the Contractor.

## 1.18 CONTRACTOR'S OBLIGATION:

- 1.18.1 All the materials and works, including labour, required to complete the work satisfactorily is covered under the scope of the Contractor.
- 1.18.2 It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from Security angle.
- 1.18.3 Contractor shall nominate an Authorized Representative for carrying out all the transactions with HDC including receipt of payment.
- 1.18.4 The Contractor, at his own cost, shall be solely responsible for the following:
  - 1.17.4.1 To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority in India or abroad as the case may be, except service taxes. **Service Tax shall be paid by HDC on claim and submission of Service tax Registration Certificate.**
  - 1.17.4.2 To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of HDC.
  - 1.17.4.3 To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose, even though the GA Drawings are approved by HDC.
  - 1.17.4.4 To co-ordinate with outside agencies for obtaining permission / approval / clearances etc. that may be required to execute the work.

- 1.17.4.5 To extend all reasonable opportunities to other Contractors employed by HDC for carrying out their work.
- 1.17.4.6 To keep the work site free from obstruction.
- 1.17.4.7 To maintain site account of materials, clearly indicating relevant information such as **description of the material, source, date of delivery at site, date of consumption at site**. The Contractor shall forward a copy of monthly site account of materials to the Sr. Dy. Manager (P&E), HDC at the end of every month. On completion of the work under the contract, the Contractor shall submit to Sr. Dy. Manager (P&E), HDC, a copy of the site account of the materials from the date of commencement to date of acceptance. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily progress monitoring register and the Sr. Dy. Manager (P&E), HDC, may verify the registers as and when required and may record his remarks.
- 1.17.4.8 To arrange for transport, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost.
- 1.17.4.9 The Contractor shall include due percentage of SC/ST workers in outsourcing work as laid down by the Government from time to time.
- 1.17.4.10 Supply and laying of all power and control cables and the illumination, conduiting and wiring etc. from distribution board to the equipment or a starter, shall be carried out by the Contractor.
- 1.17.4.11 The equipment supplied by the Contractor shall be completely installed / erected, tested, commissioned and maintained (during defect liability period) by them as specified in technical Specification.

**1.19 WORK OF THE HDC, KoPT AND OTHERS:** The ordinary business and works of the HDC, KoPT, and other as carried out on and in the vicinity of the site shall be continued during the erection, commissioning and maintenance of the works and the works shall be conducted in such a way as to avoid interference with traffic of every kind by land and with any other works in progress in the vicinity.

**1.20 Earthing:** Three (3) separate Earth stations shall have to be done, two for Electrical & another for Electronic systems. Suitable Pipe Earthing Stations will have to be provided, by using Earth Pipe Electrode, made from M.S. Pipe (65 mm N.B, Medium Duty, IS:1239 and 3 Mtr. Length each]. The pipe assembly shall be Hot Dip Galvanized after fabrication. Earthing should be done generally conforming to latest edition of IS: 3043. The earth stations are to be connected by G.I. flat of size 50 mm x 6 mm. Cadmium plated/ G.I Nuts, Bolts and Washers are to be used. All types of non- current carrying metal parts of electrical installations shall be earthed in conformity with the Indian Electricity Rules and relevant Indian Standard Specifications.

Details for the **Earth Electrode Station** is given in the enclosed **Drawing No. SK-156**.

**1.21** No project surplus material will be taken over by HDC/ KoPT, after completion of the work.

**1.22 Indemnity Bonds** are to be submitted separately by the Contractor under KoPT's Proforma (enclosed with the Tender document) through Notary Public, Govt. of West Bengal, before taking out any material from HDC's site/ store, if required for fixing/ laying/ installation at site. The contractor should arrange to collect the material, if required from HDC's site/ store at his own risk, cost & arrangement.

### **1.23 DRAWINGS:**

The Contractor shall submit 4 sets of the General Arrangement (GA) Drawings to Haldia Dock Complex for approval (3 for HDC + 1 to be returned to the Contractor). The GA drawings must clearly indicate the location of important installations, important dimensions etc. and the execution shall be done strictly in accordance with the approved drawing. The construction drawings must be prepared prior to the commencement of construction and it should be promptly supplied to Haldia Dock Complex's representative for inspection of the



work. On completion of the work, 6 sets of the “**As Built**” drawings, duly incorporating all the changes made during the construction, shall be supplied to Haldia Dock Complex. A comprehensive list of the drawings shall be submitted along with the “**As Built**” drawings.

The drawing sizes shall be as under:

GA Drawings

Construction Drawings – Mechanical & Electrical

As Built Drawings – Mechanical & Electrical.

In addition to the above, the Contractor shall supply 2 sets of soft copies of all the drawings in electronic forms in CDs.

#### **1.24 MANUALS:**

All the manuals shall be sufficiently informative so as to smoothly carry out operation and maintenance after the work is completed and accepted by Haldia Dock Complex. The contractor shall submit Operational Manual, Maintenance Manual and Spare Parts Manual, each of 3 (Three) sets to Haldia Dock Complex prior to handing over the installation to HDC, KoPT. Two set of soft copies of the manuals shall be supplied by the Contractor in CDs. The following guide lines may be followed by the Contractor for preparation of the manuals.

**1.24.1 Operation Manual :** The manual must cover, inter alia, the principal features of the machine / equipment / system, as applicable, the control philosophy used, pre-starting checks, starting procedures, checks to be made during operation, stopping procedures, DOs and DONTs, trouble shooting, emergency procedures, safety trips etc.

**1.24.2 Maintenance Manual:** The manual must include, inter alia, important maintenance procedures, preventive maintenance schedule, Lubrication Chart, various tolerance limits and list of special tools. The maintenance manual must contain dismantling and assembling procedures of important components clearly showing positioning of special tools, fixtures, measuring instruments etc. with diagrams.

**1.24.3 Spare Parts Manual:** The manual must contain, inter alia, spare parts details such as drawing no., part no, specifications of all the assemblies. For bought out items, the cross sectional drawings giving details of parts, dimensions etc. has to be supplied to Haldia Dock Complex. The bearing nos. and oil seal nos. of all the bearings and oil seals used in the work must be listed clearly giving their make and the location where used.

**1.25 Training:-** Training shall have to be conducted by the Contractor for smooth operation & minor fault detection / rectification of the system, along with safety aspect, to personnel / operators of HDC or engaged by HDC.

#### **1.26 GENERAL REQUIREMENTS:**

**All materials** required for the entire work should be as per latest **Indian Standard (IS)**, issued by **Bureau of Indian Standard**, if not specified otherwise, in this tender document, wherever these exist.

**1.27** The entire job should be executed in accordance with the requirements of following **Acts and Rules**, including latest amendments :-

- a) Indian Electricity Rules – 1956
- b) Electricity Laws (Amendment) Ordinance, 1997
- c) Central Electricity Authority Rules, 1977
- d) Central Electricity Authority Regulations, 1979
- e) Indian Electricity Act, 2003.
- f) The West Bengal Lift Rules, 1958

The supply, installation and commissioning of all items required for this work should be complied with the above **Acts & Rules** and relevant **Code of Practice** of the **Bureau of Indian Standard**, along with their latest amendments if any, including **National Electrical Code**, if not specified otherwise.

- 1.28 Relevant aspects of following **Rules/ Code of Practices** should also be followed and complied with:
- i) Indian Factories Act.
  - ii) Dock Workers (Safety, Health & Welfare ) Act 1987.
  - iii) The Workmen's Compensation Act, 1923.
  - iv) The Minimum Wages Act, 1948.
  - v) The Contract Labour (Regulation & Abolition) Act, 1970.
  - vi) Other local regulations.
- 1.29 During execution of the work, if any damage takes place in the property of Haldia Dock Complex, the same will have to be mended good by the contractor, at their own risk, cost and arrangement, to the satisfaction of authorized representative of HDC. Otherwise, the same will be repaired/ replaced by Haldia Dock Complex, either departmentally or through outside agency and the cost of repairing/replacement will be recovered from the contractor, with departmental charges & other applicable charges.
- 1.30 The contractor or his Sub-contractor (duly approved by appropriate authority of HDC) should have valid **Electrical Contractor's Licence** and supervisors' having **Supervisory Certificate of Competency**, for carrying out such type of job.
- 1.31 The watch and ward of all the materials & works under this contract shall be the sole responsibility of the Contractor till commissioning of the Lift and handing over the same to HDC, KoPT. Any loss or damage to the materials due to pilferage or any other cause shall be repaired / replaced / made good by the Contractor at his own cost & arrangement.
- 1.32 Handing Over: Completion of tendered job, in all respect, in compliance with stipulation of the tender document.

**TECHNICAL SPECIFICATIONS**

The TECHNICAL SPECIFICATIONS of the new 16 passenger lift shall be as follows:

<b>TECHNICAL SPECIFICATION FOR ONE NO. NEW 16 PASSENGERS CAPACITY LIFT</b>		
<b>Type &amp; Quantity</b>	:	<b>ELECTRIC PASSENGER LIFT &amp; ONE</b>
<b>Capacity</b>	:	<b>16-passenger (1088Kgs.)</b> [for installation in existing lift well considering constructional & dimensional features existing lift well, pit and machine room.]
<b>Speed</b>	:	1.00 MPS (Metre per second)
<b>Car Travel</b>	:	Ground to 11th Floor (G+11).
<b>Travel Height (Rise)</b>	:	36.00 Meters (Approx.)
<b>No. Of Stop &amp; No. Of Opening</b>	:	12 (Twelve) stops / 12 (Twelve) openings, in the same side
<b>No. Of Landing</b>	:	12 (Twelve)
<b>Floor Designation</b>	:	G, 1, 2, 3, 4,5,6,7,8,9,10,11
<b>Drive</b>	:	AC, VVVF Drive. Motor should be suitable for VVVF drive operation.
<b>Operation</b>	:	Micro Processor based system with and without attendant
<b>Car Enclosure</b>	:	<p>Stainless steel sheet hairline finish panel car, suspended stainless steel sheet hairline finish false ceiling, stainless steel rounded hand rail on three wall of car, fan, light, PVC flooring.</p> <p><b>Stainless Steel Operating Panel, shall comprise of:</b></p> <p><b>For Car:-</b></p> <ol style="list-style-type: none"> <li>1) Call registration LED indicators.</li> <li>2) Attendant Operations.</li> <li>3) Door/Open Close button in car.</li> <li>4) Separate Fan and Light Switch in car.</li> <li>5) Digital Floor Position and Direction (Up / down) indicator in Car.</li> </ol> <p><b>For Landings:</b></p> <ol style="list-style-type: none"> <li>1) Call registration LED indicators.</li> <li>2) Digital Floor Position and Direction (Up/Down) indicator at all landings.</li> </ol>
<b>Car Entrance</b>	:	Power operated centre opening automatic sliding stainless steel sheet hairline finish panel door with variable voltage variable frequency drive door operator.
<b>Landing Entrance</b>	:	Power operated centre opening automatic sliding stainless steel sheet hairline finish panel door.
<b>Car Inside Area</b>	:	Dimensions to be indicated by the bidder
<b>Clear Entrance</b>	:	Dimensions to be indicated, by the bidder.
<b>Existing Lift Well Dimension (Approx.) Available #</b>	:	2700 mm (L) X 2020 mm (W) Approx.(inside wall to wall) [Note: 2700 mm (L) X 1830 mm to 1860 mm (W) Approx.(inside wall to beam at different floor levels)]
<b>Existing Machine Room Dimension (Approx.)</b>	:	4740 mm (L) x 2000 mm (W) x 2200 mm (H) Approx.

<b>Available #</b>		
<b>Existing PIT DIMENSION (Approx.) Available #</b>	:	1500 mm (Depth) x 2700 mm (L) x 1835 mm (W) (wall to wall) Approx.
<b>Machine &amp; Location</b>	:	Geared / above the hoist way
<b>Power Supply &amp; Aux Power Supply System</b>	:	Separate 3 phase 440/415 V 3 phase, 50 HZ AC and 220/230 V single phase, 50 HZ A.C up to machine room.
<b>Alarm</b>	:	Dry cell operated alarm bell at main lobby.
<b>Special Feature</b>	:	<ol style="list-style-type: none"> <li>1. Push Buttons with LED indicator with Stainless Steel Face Plate.</li> <li>2. Emergency Light in Car</li> <li>3. Firemen's Switch at Ground Floor</li> <li>4. Overload Warning Indicator in Car</li> <li>5. Voice Annunciator in Car in English</li> <li>6. Braille Inscription for car and landing operating buttons.</li> <li>7. Battery operated Automatic Rescue Device in case of Power Failure</li> <li>8. Anti-nuisance Car Call Protection</li> <li>9. Overload protection device</li> <li>10. Emergency Firemen's Service, Infrared Curtain Door Protection</li> <li>11. Door Time Protection</li> <li>12. Emergency Alarm Button</li> <li>13. Extra Door Time of Lobby &amp; Parking</li> </ol>

The detailed **technical proposal of the offered passenger lift**, in compliance with the technical specification of new lift, as above, along with internal circuitry, components & accessories have to be submitted (uploaded) along with techno-commercial offer. The material / components used should conform to relevant BIS specifications, wherever these exist.

**# The dimensions mentioned above are based on approximate measurement. However, the intending bidder must take actual dimensional measurements at site of installation at HDC,KoPT & collect other relevant details from site of installation, before submission of offer and should submit their offer considering the same. Two no. Drawings [DRG No. H/DEV/T-7 and DRG No. H/DEV/T-7A] and Annexure –Dimension (Lift), in connection with the existing installation of 16 passenger lift are enclosed herewith for reference and the said drawings are Tender Purpose Only, which should not be referred to & used by the intending bidder (s) for any other purpose.**

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
PLANT & EQUIPMENT DIVISION**

**TECHNICAL DATASHEET**

(Documents to be downloaded, filled up, signed, scanned and uploaded,  
along with Part - I, duly signed by the bidder)

<b>TECHNICAL SPECIFICATION FOR ONE NO. NEW 16 PASSENGERS CAPACITY LIFT</b>			
<b>Items</b>		<b>Technical Requirements</b>	<b>Whether offered item(s) are matching with requirement of technical requirements, put YES if matching and write NO if not matching, indicating details.</b>
<b>Type &amp; Quantity</b>	:	<b>ELECTRIC PASSENGER LIFT &amp; ONE</b>	
<b>Capacity</b>	:	<b>16-passenger (1088Kgs.)</b> [for installation in existing lift well considering constructional & dimensional features existing lift well, pit and machine room.]	
<b>Speed</b>	:	1.00 MPS (Metre per second)	
<b>Car Travel</b>	:	Ground to 11th Floor (G+11).	
<b>Travel Height (Rise)</b>	:	36.00 Meters (Approx.)	
<b>No. Of Stop &amp; No. Of Opening</b>	:	12 (Twelve) stops / 12 (Twelve) openings, in the same side	
<b>No. Of Landing</b>	:	12 (Twelve)	
<b>Floor Designation</b>	:	G, 1, 2, 3, 4,5,6,7,8,9,10,11	
<b>Drive</b>	:	AC, VVVF Drive. Motor should be suitable for VVVF drive operation.	
<b>Operation</b>	:	Micro Processor based system with and without attendant	
<b>Car Enclosure</b>	:	<p>Stainless steel sheet hairline finish panel car, suspended stainless steel sheet hairline finish false ceiling, stainless steel rounded hand rail on three wall of car, fan, light, PVC flooring.</p> <p><b>Stainless Steel Operating Panel, shall comprise of:</b></p> <p><b>For Car:-</b></p> <ol style="list-style-type: none"> <li>1) Call registration LED indicators.</li> <li>2) Attendant Operations.</li> <li>3) Door/Open Close button in car.</li> <li>4) Separate Fan and Light Switch in car.</li> <li>5) Digital Floor Position and Direction (Up / down) indicator in Car.</li> </ol> <p><b>For Landings:</b></p> <ol style="list-style-type: none"> <li>1) Call registration LED indicators.</li> <li>2) Digital Floor Position and Direction (Up/Down) indicator at all landings.</li> </ol>	

<b>Car Entrance</b>	:	Power operated centre opening automatic sliding stainless steel sheet hairline finish panel door with variable voltage variable frequency drive door operator.	
<b>Landing Entrance</b>	:	Power operated centre opening automatic sliding stainless steel sheet hairline finish panel door.	
<b>Car Inside Area</b>	:	Dimensions to be indicated by the bidder	
<b>Clear Entrance</b>	:	Dimensions to be indicated, by the bidder.	
<b>Existing Lift Well Dimension (Approx.) Available #</b>	:	2700 mm (L) X 2020 mm (W) Approx.(inside wall to wall) [ Note: 2700 mm (L) X 1830 mm to 1860 mm (W) Approx.(inside wall to beam at different floor levels)	
<b>Existing Machine Room Dimension (Approx.) Available #</b>	:	4740 mm (L) x 2000 mm (W) x 2200 mm (H) Approx.	
<b>Existing PIT DIMENSION (Approx.) Available #</b>	:	1500 mm (Depth) x 2700 mm (L) x 1835 mm (W) (wall to wall) Approx.	
<b>Machine &amp; Location</b>	:	<b>Geared / above the hoist way</b>	
<b>Power Supply &amp; Aux Power Supply System { Existing}</b>	:	Separate 3 phase 440/415 V, 3 phase, 50 HZ, AC and 220/230 V, single phase, 50 HZ, A.C up to machine room.	
<b>Alarm</b>	:	Dry cell operated alarm bell at main lobby.	
<b>Special Feature</b>	:	12. Push Buttons with LED indicator with Stainless Steel Face Plate. 13. Emergency Light in Car 14. Firemen's Switch at Ground Floor 15. Overload Warning Indicator in Car 16. Voice Annunciator in Car in English 17. Braille Inscription for car and landing operating buttons. 18. Battery operated Automatic Rescue Device in Case of Power Failure 19. Anti-nuisance Car Call Protection 20. Overload protection device 21. Emergency Firemen's Service, Infrared Curtain Door Protection 22. Door Time Protection 12. Emergency Alarm Button 13. Extra Door Time of Lobby & Parking	

**Signature of the bidder, with Office seal**

## DECLARATION OF THE BIDDER

**(Documents to be downloaded, filled up, signed, scanned and uploaded, in the bidder's letterhead)**

Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Kolkata Port Trust

**SUB:- Tender for dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building,, under Haldia Dock Complex, Kolkata Port Trust.**

**E-TENDER NO: - KoPT/Haldia Dock Complex/P&E Div/4/15-16/ET/41**

I / we have examined carefully, read and understood the above terms and conditions, specifications and General Conditions of Contract. I / we hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Condition of the Contract and the terms and conditions as stated in the Tender and at rate and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our tender are being accepted in full or in part, I / We also hereby agree that the said tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract.

1. I /We have deposited requisite Earnest Money & Bid document fee.

OR

I /We have submitted documentary evidences for Micro & Small Enterprises (MSES) registered with NSIC (Under single point registration scheme) as per tender condition.

[Please strike out the alternative which is not applicable in your case out of the following two and initial the same].

2. I / we hereby declared that I / we have not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
3. The proprietor / partner(s) / authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.
4. I/We have not altered /deleted /added any terms & conditions in the tender document.
5. I/We have quoted price as per BoQ of the tender and not entered any extraneous condition in the Price part.
6. We declare that our offer has no deviation from the laid down stipulations of the Tender Document

**(Full signature of Bidder)**

**Dated: .....**

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works in the hand of the bidder at the time of submission of Tender / Offer)**

(Documents to be downloaded, filled up, signed, scanned and uploaded, in the bidder's letterhead)  
**Along with Part - I of Offer)**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Order Value. (in Rs.)	Completion time as stated in order.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

**Signature of the bidder with office seal**



**BIDDERS' INFORMATION**

**(Documents to be downloaded, filled up, signed, scanned and uploaded, in the bidder's letterhead)**

Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Kolkata Port Trust

Name of the work : **Tender for dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building,, under Haldia Dock Complex, Kolkata Port Trust**

Type of Organisation: Individual firm / Limited Company / Partnership Firm

Name of the Company :

Address :

Contact person Name:

Phone No :

Fax No :

E-mail Address :

**Bank details of Bidders, in case of any payment:**

Name of the Bank:

Branch :

Branch code :

Account number :

IFS Code No- :

.....  
(Full signature of Bidder)

Dated: .....

(Documents to be downloaded, filled up, signed, scanned and uploaded, in bidder's letterhead)

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

**FORM OF TENDER (UNPRICED)**

To

Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Kolkata Port Trust

I/We \_\_\_\_\_  
\_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, 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. : (NOT TO BE QUOTED IN PART I OFFER)**

**(Repeat in words) : (NOT TO BE QUOTED IN PART I OFFER)**

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

I / We have deposited with the Trustees' General Manager (Finance), In-Charge, HDC, vide transaction No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than 6 (Six) months.

Dated:

\_\_\_\_\_  
(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name :

Address :

(In Block letters)

Address :

Occupation :

(Documents to be downloaded, filled up on Rupees Ten Non-Judicial Stamp Paper, signed, scanned and uploaded)

[PROFORMA OF **AFFIDAVIT** TO BE SUBMITTED & UPLOADED, BY BIDDERS, NOT HAVING ESI REGISTRATION]

**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 / director 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).

1. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has not valid E.S.I. Registration.
2. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No. \_\_\_\_\_ of the e-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

**BILL OF QUANTITIES**

**E-TENDER NO: - KoPT/Haldia Dock Complex/P&E Div/4/15-16/ET/41**

**PREAMBLE TO BILL OF QUANTITIES**

**GENERAL**

- 1.1** The Bill of Quantities must be read with the Instruction to the bidder, Drawings, General Conditions of Contract, Special Conditions of Contract, Commercial Terms & Conditions, Scope of Work & Technical Specifications and other documents & drawings etc and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- 1.2** The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or compensation whatsoever.
- 1.3** The rates quoted shall be in both figures and words and that in words shall prevail. The rates to be quoted in Indian Rupees (INR) only. The quoted price should be firm.
- 1.4** The contractor shall have to quote for each item of the Bill of Quantity. In case of omission of quoted rate against any of the items by any bidders, offer of the particular bidder will be liable for rejection. Evaluation of overall total lowest quoted price bid will be made taking into consideration the sum total of quoted price against all items of bidders, whose price bids will be opened.
- 1.4** The prices and rates entered in the Bill of Quantities by the Contractor shall include, inter alia, all costs and expenses involved in or arising out of the following:
  - (a)** The provision, storage, transport, handling, use, distribution and maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
  - (b)** The provisions and maintenance of all his staff and labour and their payment, accommodation, transport, fares and other requirements.
  - (c)** All required first aid, welfare and safety requirements.
  - (d)** Damage caused to the works and /or construction, plant, materials and consumable stores caused by weather.
  - (e)** Overheads on costs and profits.
  - (f)** Licenses, fees and other charges for compliance of applicable rules that are in force.

**(Documents to be downloaded, signed, scanned and uploaded, in the bidder's letterhead)**

**BILL OF QUANTITIES (UN-PRICED)**

**Tender for dismantling of the existing 16 passenger lift installed at Jawahar Tower Old Building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building,, under Haldia Dock Complex, Kolkata Port Trust**

**E-TENDER NO: - KoPT/Haldia Dock Complex/P&E Div/4/15-16/ET/41**

<b>BoQ Item Sl. no.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Rate (in INR)</b>	<b>Amount (In INR)</b>
1	Dismantling of the existing one no.16 passenger lift along with all accessories, from its existing installation at Jawahar Tower Old Building (G+11 floor level), at Haldia, under Haldia Dock Complex, Kolkata Port Trust, deposition of all dismantled components, parts along with accessories by transportation to the office of Township Electrical Maintenance Office, at Haldia Township, as per Scope of Work of the Tender Document.	Set	1	Not to quote here	Not to quote here
2	Design /Manufacture and supply, delivery & testing of one no. new 16 passenger (1088 Kgs.) capacity lift, along with all accessories, for Installation, testing & commissioning in the existing lift well at Jawahar Tower Old Building (G+11 floor level), at Haldia, under Haldia Dock Complex, Kolkata Port Trust, as per Scope of Work and Technical Specification of the Tender Document.	Set	1	Not to quote here	Not to quote here
3.	Installation, testing & commissioning of the above (Sl. No.-2) new 16 passenger (1088 Kgs.) capacity lift, along with all accessories, in the existing lift well at Jawahar Tower Old Building (G+11 floor level), at Haldia, under Haldia Dock Complex, Kolkata Port Trust, as per Scope of Work and Technical Specification of the Tender Document.	Set	1	Not to quote here	Not to quote here

**NOTE - I:** Rate and Total Amount quoted should be inclusive of all the taxes (except Service Tax), duties, levies, fees, all types of Cess, insurance, transportation, packing, forwarding and all other incidentals. Service Tax, if applicable, to be clearly indicated with rates. **Service Tax**, if leviable, will be paid extra by the Trustees as applicable.

**NOTE - II:** Bidders are requested not to quote on this page. All bidding should be on-line only.

(Signature of the Bidder)

**POWER OF ATTORNEY**

**BY THIS POWER OF ATTORNEY** made on the                      day of                      2015, M/s. ...., a company having its registered office at ..... ("the company") hereby

NOMINATES, CONSTITUTES AND APPOINTS

FULL NAME

SIGNATURE

.....

.....

Either

.....

.....

or

.....

.....

as its true and lawful Attorney in the name of the Company and for and on behalf of the Company to execute the Contract Agreement between the Company and Haldia Dock Complex, Kolkata Port Trust for dismantling of the existing 16 passenger lift installed at Jawahar Tower old building (G+11 floor) at Haldia and manufacture /design and supply, delivery, installation, testing & commissioning of one no. new 16 passenger lift in the said existing lift well at Jawahar Tower Old Building,, under Haldia Dock Complex, Kolkata Port Trust, vide Order No. .... and to execute all related documents in connection with the execution of the contract.

THIS POWER OF ATTORNEY shall be valid for the full contract period.

IN WITNESS WHEREOF the Company has duly executed these presents.

The COMMON SEAL OF

.....(Name of the Company)

was hereunto affixed in the presence of

-----

**INDEMNITY BOND**

[To be submitted on Non-Judicial Stamp Paper of worth not less than Rs.50.00, duly notarized]

Ref.: Order No.: ..... dated ....., for .....

**Sr. Dy. Manager (P&E),  
Haldia Dock Complex ;  
Operational Administrative Building, 1<sup>st</sup> Floor ;  
Chiranjibpur, Haldia ;  
Dist – Purba Medinipur ,  
West Bengal, India  
PIN : –721 604**

This deed of **Indemnity Bond** made on ..... by ..... having their office at ..... (hereinafter called “the **Contractor**”).

**Whereas the Sr. Dy. Manager (Plant & Equipment Division), Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal** (hereinafter call “the **Engineer**”) has placed an order bearing ..... Dated ..... and ..... are required to be taken **outside of Haldia Dock Complex** premises for the purpose of **fault diagnosis** and **remedial measures** on the terms & conditions mentioned in the said order and which have been mutually agreed upon by the parties hereto,

AND

**Whereas** in consideration of the said contract, the contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the ..... from the **Engineer** until the **completion of remedial work** and returning back to the Engineer as hereinafter appearing.

**Now** this deed witnessed that in pursuance of the said agreement and in the premises, the contractor agrees to indemnify Engineer and at all the terms to hold themselves liable for all the **damages, loss** due to **pilferage / fire** on negligence on the part of the contractor or their employees, agents and representatives or from whatever cause will all losses, interest charges and expenses incurred by the said Engineer on account of the ..... issued to the contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity** that the ..... issued free to the contractor for **fault diagnosis and remedial measures** thereon shall be deemed to be the **property of the Engineer**.

It is hereby agreed that the contractor shall be liable for all injury, losses and damages that may be caused to the ....., from whatever cause and further that the contractor shall not part with or delivery possession of the said ..... to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the contractor having undertaken to delivery the said ..... in all respect in compliance with the terms of the contract.

For and on behalf of (Name of the Contractor), under the common Seal of the Company.

**WITNESS**

Signature: ..... (Signature of the Authorized Person)  
..... on behalf of the contractor)

Name: ..... Name:

Designation: ..... Designation:

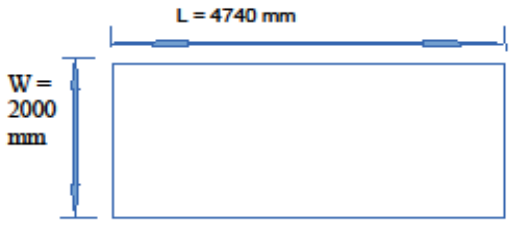
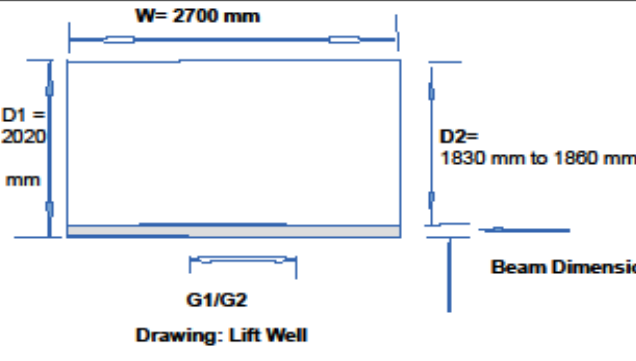
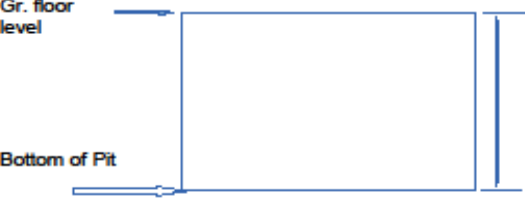
Signature in my presence and identified by me

## FORMAT FOR HINDRANCE REGISTER

Sl. no.	Nature of Hindrance	Item of works which could not be executed on account of this hindrance	Date of start of Hindrance	Date of removal of Hindrance	Over lapping period if any	Net Hindrance in days	Signature of Site Engineer	Weightage of this Hindrance	Net effective days of Hindrance	Signature of Inspecting Officer (Controlling Officer)	Remarks of Engineer In Charge	Signature of the Contractor
1	2	3	4	5	6	7	8	9	10	11	12	13



**EXISTING DIMENSIONAL MEASUREMENTS OF LIFT**

<p>◆ <b>Machine Room</b></p> <p>Length (L): 4740 mm,          Breadth (W): 2000 mm,          Height: (H): 2200 mm.          (Lengths are measured between inner side to inner side of the wall)</p>	 <p style="text-align: center;"><b>MACHINE ROOM DIMENSIONS</b></p>
<p>◆ <b>Lift Well:</b></p> <p>Width (W) : 2700 mm          Depth ( D1 ) [Wall to wall]: 2020 mm          Depth (D2) (Wall to Beam): 1830 to 1860 mm          (varying due to various thickness of Beam at different floor levels, but the beam can be mendable without hampering the original structure).</p>	 <p style="text-align: center;"><b>Drawing: Lift Well</b></p>
<p>◆ <b>PIT:</b></p> <p>Length(L): 4690 mm          Depth (D3): 1500 mm          (Downward upto bottom floor level)          Width: (Wall to wall): 1980 mm          Width (Wall to Beam): 1835 m</p>	 <p style="text-align: center;"><b>PIT Dimensions</b></p>

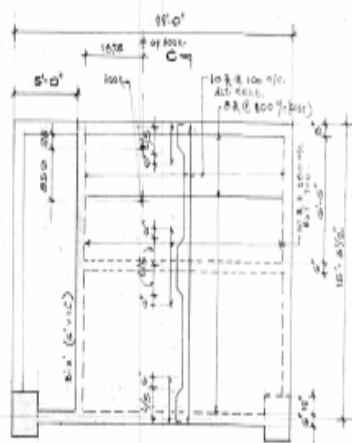
◆ **MISC. Structures:**

- i) Entrance Gate (G1) of Lift (Gr. Floor): Width: 900 mm x Height: 1980 mm [SEE DRAWING OF LIFT WELL].
- ii) Entrance Gate (G2) of Lift (11 th Floor): Width: 1020 mm x Height: 1980 mm
- iii) Length (Wall to Lift Channel): 2700 mm
- iv) Length (existing Lift channel to channel): 2380 mm
- v) Overhead: 4500 mm

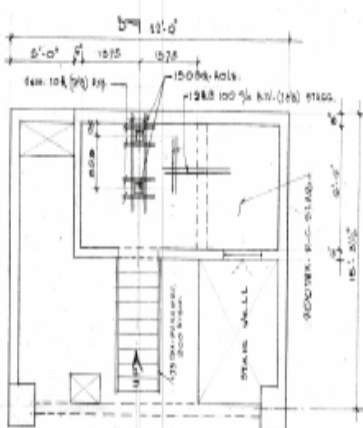
**NOTE:** 1. Overall length of the existing Lift well is 4700 mm. Three sides of the existing lift well of existing sixteen passenger lift are made of RCC wall and one side of existing shaft is made of channel (guide rails). Length of one side wall to Channel is 2700 mm.

2. This dimensional measurements should be considered in conjunction with the Drawings (for existing lift) vide no. H –DEV-T-7 and H –DEV-T-7A, attached with the Tender Document.

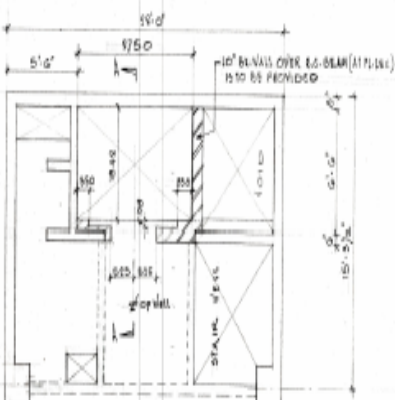
3. **INTENDING BIDDERS ARE REQUESTED TO VISIT THE SITE FOR ACTUAL DIMENSIONAL MEASUREMENTS OF EXISTING INSTALLATION PRIOR TO SUBMISSION OF OFFER.**



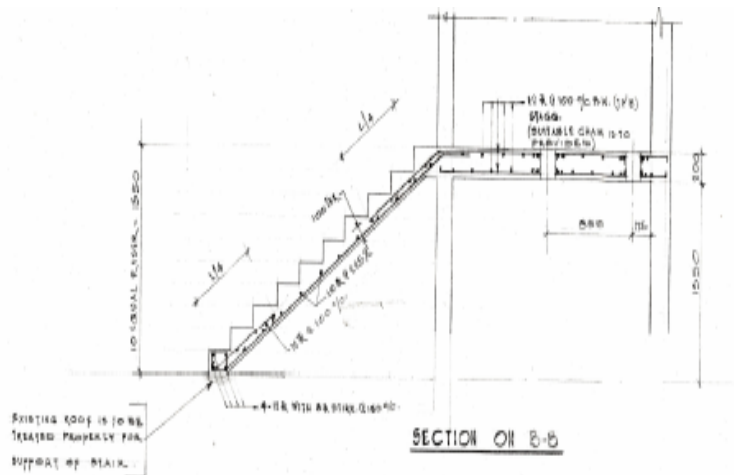
DETAIL OF MC ROOM ROOF SLAB  
SLAB THICKNESS 120mm



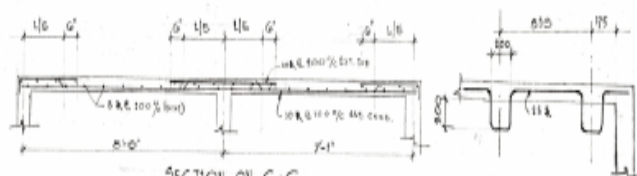
DETAIL OF MC ROOM FLOOR SLAB



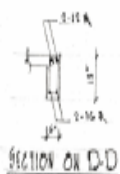
TYPICAL FL. PLAN SHOWING LIFT WELL



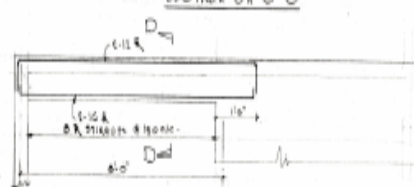
SECTION ON B-B



SECTION ON C-C



SECTION ON D-D



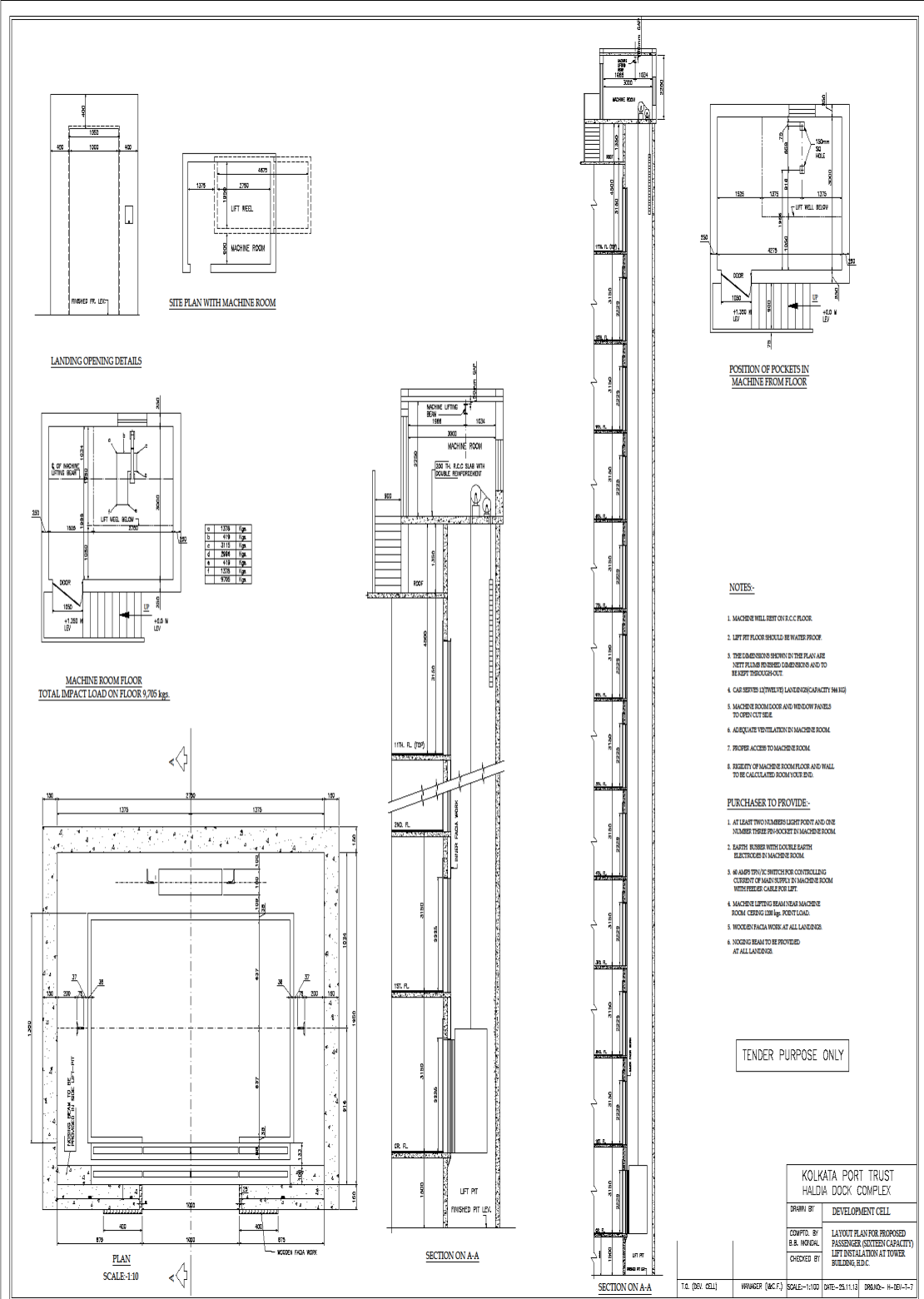
DETAIL OF BEAM AND B-X

DETAIL OF ROOF

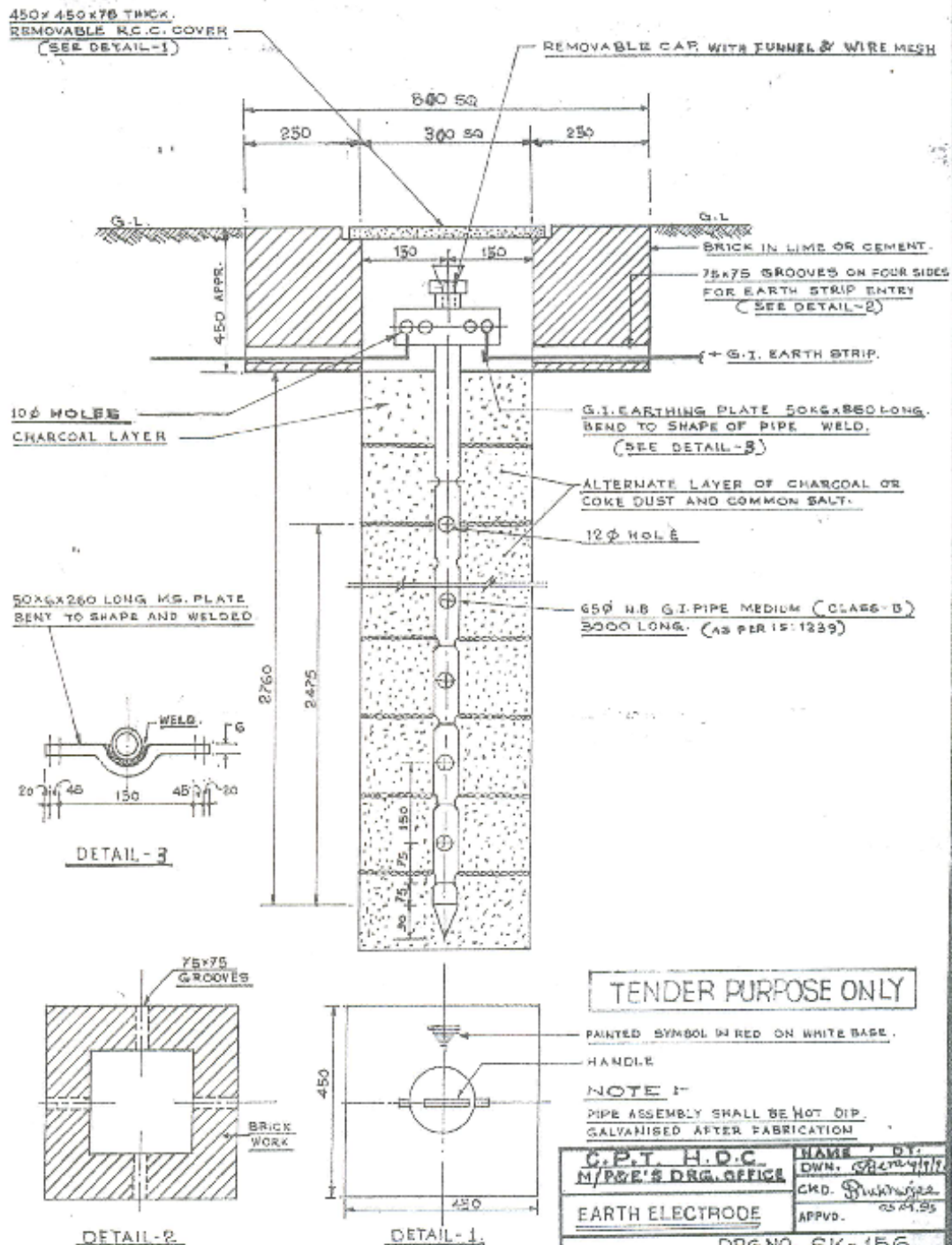
NOTE  
THIS DRAWING IS TO BE READ IN  
CONJUNCTION WITH DRAWING NO. 1/17.

TENDER PURPOSE ONLY

REV.	DATE	PARTICULARS	SIGNATURE
1		CALCUTTA PORT TRUST	
2		HALDIA DOCK COMPS	
3		DEVELOPMENT CELL	
4		DETAIL OF LIFT W/C	



EARTH ELECTRODE/STATION



# **General Conditions of Contract**

## **Forms and Agreements**

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

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CALCUTTA PORT TRUST  
CALCUTTA DOCK SYSTEM  
& HALDIA DOCK COMPLEX  
MAY, 1993

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## GENERAL CONDITIONS OF CONTRACT

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## DEFINITIONS

### 1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer’s Representative
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. Works
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works

1.8	“Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities.	Extra works and Excess works
1.9	“Specifications” means the relevant and appropriate Bureau of Indian Standard's specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.	Specification
1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	“Site” means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other Lands or places provided by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into	Headings/ Marginal Notes.



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. Cost
- 2.0 **DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.**
- 2.1 The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever. Engineer's Authority
- 2.2 The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. Authority of Engineer's Representative
- 2.3 *The Engineer shall have full power and authority :* Engineer's Power
- 29 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.
- 30 to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- 31 to order for any variation, alteration and modification of the work and for extra works.
- 32 to issue certificates as per contract.
- 33 to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.
- 2.4 *The Engineer's Representative shall :* Power of Engineer's Representative.
- 1) watch and supervise the works.
  - 2) test and examine any material to be used or workmanship employed in connection with the work.
  - 3) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
  - 4) take measurements of work done by the contractor for the purpose of payment or otherwise.
  - 5) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.
  - 6) have powers to issue alteration order not implying modification of design and extension of completion

time of the work and,

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

- 2.5 Provided always that the Engineer's Representative shall have no power : Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works; and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 Provided also as follows : Engineer's Overriding Power
- (i) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
  - (ii) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
  - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration: The tender must encompass all relevant aspects/issues.
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. Site & Local condition.

- (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/Specification/ Nature & extent of work to be done.
- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money		Scale of E. M. Deposit
	For Works Contract	For Contract of Supplying Materials or Equipment only.	
Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	

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

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of recovery.	S.D.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)		
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- +7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.		
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.		

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

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

3.5 (i) The Security Deposit shall be refunded to the 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. Mode of refund of S.D.

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

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

3.6	If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :	Applicability of laws on the contract
	(a) The Indian Contract Act, 1872.	
	(b) The Major Port Trusts Act, 1963.	
	(c) The Workmen's Compensation Act, 1923.	
	(d) The Minimum Wages Act, 1948.	
	(e) The Contract Labour (Regulation & Abolition) Act, 1970.	
	(f) 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 on 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 the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power

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

- 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.
- Contractor to submit his programme of work
- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- Contractor supervise the works
- 4.11 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- Contractor to deploy qualified men and Engineer's power to remove Contractor's men
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.
- Contractor is responsible for line, level, setting out etc.



- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.
- Contractor is responsible to protect the work
- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
- Fossils, Treasure troves, etc. are Trustees' property

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| 4.16 | <p>The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <ul style="list-style-type: none"> <li>(i) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.</li> <li>(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.</li> <li>(iii) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</li> <li>(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.</li> <li>(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.</li> <li>(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</li> </ul> | <p>Contractor to Indemnify the Trustees against all claims for loss, damage, etc.</p> |
| 4.17 | <p>Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Dismantled materials Trustees' property</p>                                        |

4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following :</p> <ul style="list-style-type: none"> <li>(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.</li> <li>(b) Cleaning and removal from site 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.</li> <li>(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.</li> <li>(d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</li> <li>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.</li> </ul>	Contractor's quoted rates/price must be all inclusive
4.19	<p>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 despatch.</p>	Notice to Contractor.
4.20	<p>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.</p>	Contractor not to publish photograph or particulars of work
4.21	<p>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.</p>	Contractor to provide facilities to outsiders

4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
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 lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Contractor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.	Preliminary time to commence work and maintenance of steady rate of progress
5.2	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.	Contractor's site office
5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Contractor to observe Trustees' working hours
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the 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.	Contractor to supply all materials as per requirement of the Engineer or his representative

5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply;	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.	Contractor to compensate for loss and damage to Trustees' materials
	(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.
- Recovery from Contractor for Trustees' materials under normal circumstances
- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -
- Recovery from Contractor for Trustees' materials under other circumstances.
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 fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

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

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

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

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

- 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 – Contractor to suspend work on Order from Engineer or his Representative
- (a) otherwise provided for in the contract, or
  - (b) necessary by reason of some default on the part of the contractor, or
  - (c) necessary by reason of climatic conditions on the site, or
  - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.
- The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned. Completion Certificate G.C.1.
- 6.0 TERMS OF PAYMENT :
- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, 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.

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| 6.2 | All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Payment on the basis of measurements at agreed rates. |
| 6.3 | For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.                                                                                                                                                                                                                                                                                                                                                         | Limitation for on account payment                     |
| 6.4 | Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. | Recording of measurements                             |
| 6.5 | Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.                                                                                                                                                               | Contractor to prepare and submit his bills            |



- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor, Provided always that – Advance payment against Non-perishable materials
- (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,
  - (a) the value of such materials shall be assessed by the engineer or his Representative at their own discretions,
  - (b) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (c) 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,
  - (d) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,
  - (e) 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 Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.
  - (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	<p>The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :</p> <p>(1) Increase or decrease the quantity of any work included in the contract.</p> <p>(2) Omit any work included in the contract.</p> <p>(3) Change the Character or quality or kind of any work included in the contract.</p> <p>(4) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	Engineer's power to vary the works
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed

- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional or omitted work or substituted work Engineer's powers
- (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.
- (iii) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
- (iv) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.
- 8.0 **DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT**

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

- |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                       |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 8.3   | <p>Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :</p> <ul style="list-style-type: none"> <li>(a) The Contractor has abandoned the contract.</li> <li>(b) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.</li> <li>(c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.</li> <li>(d) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.</li> <li>(e) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</li> <li>(f) 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.</li> <li>(vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.</li> </ul> | Default of the Contractors remedies & powers/Termination of Contract. |
| 8.3.1 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                       |
| 8.3.2 | <p>In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                       |

- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.
- 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT
- 9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- 9.2 The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

Contractor's obligation for maintenance of work.

Certificate of final completion

Refund of Security Deposit

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

- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
  - [c] Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C. 2.  
  
No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the contractor after submission of certificate in Form G.C. 3 by him.
  - [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.



- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

**THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA**

**--:FORM OF TENDER::--**

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

To

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

I/We .....of

.....having  
examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. 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 within..... month/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Condition 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 the date of acceptance of tender before I/we could commence the work.

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

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

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

**Signature of Tenderer  
(Seal of the Tenderer)**

Witness:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Name  
of the  
(In Block Letters) Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_

Occupation: \_\_\_\_\_ \_\_\_\_\_

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

**FORM OF AGREEMENT**

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

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

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

The Seal of \_\_\_\_\_

Was hereunto affixed in the presence of :

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

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

OR

**SIGNED SEALED AND DELIVERED**

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

In the presence of :

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

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

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

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

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

KOLKATA PORT TRUST

FORM G.C.1

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....

.....

.....

Estimate No. E.E.0.....Dt.....

C.E.O.....Dt.....

Work Order No..... Dt .....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 20.... in accordance with terms of the Contract and you are required to maintain the work in accordance with Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ days / weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 20....  
to the \_\_\_\_\_ day of \_\_\_\_\_ 20....

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
Name.....  
Designation.....

OFFICE SEAL

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

**KOLKATA PORT TRUST**

**FORM G.C.2.**

**Certificate of Final Completion.**

**The Financial Adviser & Chief Accounts Officer  
The General Manager (Finance), In-Charge, Haldia Dock Complex.**

**This is to certify that the following work viz:-**

**Name of work : .....**

**Estimate No. E.E.O No. ....dt.....  
C.E.O No. ....dt.....**

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

**Contract No. ....**

**Resolution & 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 obligations under the 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.**

**(Atten:.....)**

(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 the Calcutta Port Trust for the execution of the following work viz:-**

**Name of work :** \_\_\_\_\_  
\_\_\_\_\_

**Work Order No :-**\_\_\_\_\_ **dt.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**Agreement No.....Dt.....**

**and I / we have no further claim against the Kolkata Port Trust in respect of the above-mentioned job.**

**Yours faithfully,**

**(Signature of the Contractor)**

**Dated** \_\_\_\_\_

**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 nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.**

To  
The Board of Trustees  
for the Port of Kolkata,

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

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ..... a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees .....), we, ..... Branch, Kolkata ..... / Haldia, do, on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees .....). We, ..... Branch, Kolkata ..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Branch, Kolkata ..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us, ..... (Name of the Bank), ..... Branch, Kolkata ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Kolkata ..... / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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



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

3. We, ..... Branch, Kolkata ..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20 ..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto ..... or any extension thereof made by us ..... Branch, Kolkata ..... / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE .....  
NAME .....  
DESIGNATION .....  
(Duly constituted attorney for and on behalf of)  
BANK .....  
BRANCH .....  
KOLKATA ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

## ADDENDUM

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

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