[NIT-1]

FLAG-A

SHORT TENDER NOTICE

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the following work at Haldia Dock Complex:-

➢ **Name of work**	**:**	**TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA.**
➢ **Tender No.**	**:**	**M (I&CF) / T / 2067**
➢ **Estimated Cost**	**:**	**Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**
➢ **Time Of Execution**	**:**	**4 (Four) months**
➢ **Earnest Money**	**:**	**Rs 24,000.00 [Rupees Twenty Four Thousand only]**
➢ **Sale Period (both days inclusive)**	**:**	**06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).**
➢ **Last date of submission of tender and opening of Cover - I of the tender**	**:**	**28-05-2014** **Submission Up to 15:00 hrs.** **Opening After 15:30 hrs.**
➢ **Cost of Tender Document**	**:**	**Rs.1500=00 [Rupees One Thousand Five Hundred only].(Non-refundable)**
➢ **Contact Person.**	**:**	**Manager [I&CF], Haldia Dock Complex.**

Details of the tender can be seen at our website **www.kolkataporttrust .gov.in / www.haldiadock.gov.in** and the Notice Board at the Office Of Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at **ukkundu@kopt.in**

FLAG-B

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Office of the Manager, I&CF Division
Haldia Dock Complex,
2ND Floor, Operational Building
Chiranjibpur, P.O.-Haldia
Purba Medinipur – 721604.
Tele Fax No-03224-252110

No. M (I&CF)/T/2067/117 **Date: 30.04.2014**

[NIT-2]

NOTICE INVITING TENDER

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

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

1.) The intending bidders must have successfully completed **construction and/or maintenance and/or repairs and/or upgradation and/or improvement of road/pavement/hardstand/yard with laterite boulder/ bituminous course/in-situ concrete/ paving blocks or any combination of above works during the last 7 (Seven) years** ending last day of month previous to one in which applications are invited and minimum value of the completed works should comply with either of the following stipulations as given below:-

Either (i) Three completed works each costing not less than 40 % of the estimated amount put to tender.
Or (ii) Two completed works each costing not less than 50 % of the estimated amount put to tender.
Or (iii) One completed work costing not less than 80% of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2013**, should be at least 30% of the estimated amount put to tender.

3. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-
Manager (I&CF), Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 604, Tele-Fax:- [03224]-252110.

Due Date	**28-05-2014**	Time	**UPTO 15:00 hrs.**	Date of Opening of Cover-I of the Tender	**28-05-2014**	**Time**	**15:30 hrs. onwards.**
Period of sale of Bid Document	**06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).**						
Cost of Tender document (Non-refundable)	**Rs.1500=00 [Rupees One Thousand Five Hundred only]. (Non-refundable)**						
Earnest Money Deposit	**Rs 24,000.00 [Rupees Twenty Four Thousand only]**						
Time Of Completion	**4 (Four) months**						
Estimated Cost Of Work	**Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**						

[NIT-3]

OTHER INSTRUCTIONS:-

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Covert-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender Document (Non-transferable) will be available from the office of the Manager [I&CF] at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of tender Document to be remitted by cash or Pay Order/ Banker's Cheque/Demand Draft drawn on any Nationalised/Scheduled Bank of India in favour of **"Kolkata Port Trust, Haldia Dock Complex"** payable at Haldia for one set of tender Document

Request letter for purchase of tender Document should contain the following declarations: -

(a) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

(b) 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.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [non-refundable] by Pay order / Banker's Cheque / Demand Draft of a Nationalized Bank/Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of tender form by post must reach this office at least 7 days before the last date of sale of tender, after which no tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

A bidder, if he so desires, may download the tender document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at **ukkundu@kopt.in** and submit the tender along with **APPLICATION MONEY** equivalent to cost of tender document by Pay order / Banker's Cheque / Demand Draft drawn on any Nationalised or Scheduled Bank of India in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia. The tender document must accompany a covering letter containing the specific declarations as per (a)& (b) above.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

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.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

Issuance /submission of tender document to / by any bidder shall not construe that such bidder is considered qualified.

Sealed tenders will be received at the same office of the Manager [I&CF] up to 15:00 hrs. on the last date of submission and opening of tender specified above. Delayed offers and offers sent through fax / e-mail shall not be considered.

Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 15:00 hrs. on such extended day of opening.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

U K Kundu
MANAGER (I&CF)
HALDIA DOCK COMPLEX

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME - I

APRIL, 2014 **Rs 1500=00**

TENDER DOCUMENTS

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME - I

Issued to:

Date of Issue:

Signature and Designation of Issuing Officer:

On behalf of Bidder:

Manager (I&CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Telefax :- (03224) 252110

TENDER DOCUMENTS

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME-I

CONTENTS

SUBJECT	PAGES FROM	TO
➢ NOTICE INVITING TENDER	NIT-1	NIT-3
➢ INSTRUCTION TO BIDDERS	IB-1	IB-5
➢ SPECIAL CONDITIONS OF CONTRACT	SC-1	SC-6
➢ PARTICULAR SPECIFICATIONS	PS-1	PS-1
➢ Annexure-II: FORMAT FOR CONCURRENT COMMITMENT OF BIDDER		
➢ Annexure-I: LETTER OF CONFIRMATION OF NON-DEVIATION FROM CONTRACT CONDITIONS		
➢ SCHEDULE-O		
➢ ABSTRACT FORM OF TENDER (Unpriced)		
➢ BOARD OF TRUSTEES FORM OF TENDER (Unpriced)		
➢ PROFORMA OF AFFIDAVIT TO BE SUBMITTED BY BIDDERS NOT HAVING ESI REGISTRATION		
➢ CHECK-LIST TO BE FILLED UP BY THE BIDDER		

TENDER PARTICULARS

ESTIMATED COST	:	Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)
EARNEST MONEY	:	Rs 24,000.00 [Rupees Twenty Four Thousand only]
TIME OF COMPLETION	:	4 (Four) months
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	28-05-2014 Submission Upto 15:00 Hrs Opening after 15:30 Hrs.

[NIT-1]

SHORT TENDER NOTICE

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the following work at Haldia Dock Complex:-

➢ **Name of work**	**:**	**TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA.**
➢ **Tender No.**	**:**	**M (I&CF) / T / 2067**
➢ **Estimated Cost**	**:**	**Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**
➢ **Time Of Execution**	**:**	**4 (Four) months**
➢ **Earnest Money**	**:**	**Rs 24,000.00 [Rupees Twenty Four Thousand only]**
➢ **Sale Period (both days inclusive)**	**:**	**06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).**
➢ **Last date of submission of tender and opening of Cover - I of the tender**	**:**	**28-05-2014** **Submission Up to 15:00 hrs.** **Opening After 15:30 hrs.**
➢ **Cost of Tender Document**	**:**	**Rs.1500=00 [Rupees One Thousand Five Hundred only].(Non-refundable)**
➢ **Contact Person.**	**:**	**Manager [I&CF], Haldia Dock Complex.**

Details of the tender can be seen at our website **www.kolkataporttrust .gov.in / www.haldiadock.gov.in** and the Notice Board at the Office Of Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at **ukkundu@kopt.in**

[NIT-2]

NOTICE INVITING TENDER

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

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

1.) The intending bidders must have successfully completed **construction and/or maintenance and/or repairs and/or upgradation and/or improvement of road/pavement/hardstand/yard with laterite boulder/ bituminous course/in-situ concrete/ paving blocks or any combination of above works during the last 7 (Seven) years** ending last day of month previous to one in which applications are invited and minimum value of the completed works should comply with either of the following stipulations as given below:-

Either (i) Three completed works each costing not less than 40 % of the estimated amount put to tender.
Or (ii) Two completed works each costing not less than 50 % of the estimated amount put to tender.
Or (iii) One completed work costing not less than 80% of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2013**, should be at least 30% of the estimated amount put to tender.

3. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-
Manager (I&CF), Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 604, Tele-Fax:- [03224]-252110.

Due Date	**28-05-2014**	Time	**UPTO 15:00 hrs.**	Date of Opening of Cover-I of the Tender	**28-05-2014**	**Time**	**15:30 hrs. onwards.**
Period of sale of Bid Document	**06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).**						
Cost of Tender document (Non-refundable)	**Rs.1500=00 [Rupees One Thousand Five Hundred only]. (Non-refundable)**						
Earnest Money Deposit	**Rs 24,000.00 [Rupees Twenty Four Thousand only]**						
Time Of Completion	**4 (Four) months**						
Estimated Cost Of Work	**Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**						

OTHER INSTRUCTIONS:-
Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Covert-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender Document (Non-transferable) will be available from the office of the Manager [I&CF] at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of tender Document to be remitted by cash or Pay Order/ Banker's Cheque/Demand Draft drawn on any Nationalised/Scheduled Bank of India in favour of **"Kolkata Port Trust, Haldia Dock Complex"** payable at Haldia for one set of tender Document

[NIT-3]

Request letter for purchase of tender Document should contain the following declarations: -

(a) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

(b) 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.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [non-refundable] by Pay order / Banker's Cheque / Demand Draft of a Nationalized Bank/Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of tender form by post must reach this office at least 7 days before the last date of sale of tender, after which no tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

A bidder, if he so desires, may download the tender document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at **ukkundu@kopt.in** and submit the tender along with **APPLICATION MONEY** equivalent to cost of tender document by Pay order / Banker's Cheque / Demand Draft drawn on any Nationalised or Scheduled Bank of India in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia. The tender document must accompany a covering letter containing the specific declarations as per (a)& (b) above.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

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.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

Issuance /submission of tender document to / by any bidder shall not construe that such bidder is considered qualified.

Sealed tenders will be received at the same office of the Manager [I&CF] up to 15:00 hrs. on the last date of submission and opening of tender specified above. Delayed offers and offers sent through fax / e-mail shall not be considered.

Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 15:00 hrs. on such extended day of opening.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

U K Kundu
MANAGER (I&CF)
HALDIA DOCK COMPLEX

TENDER DOCUMENTS

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME-I

INSTRUCTIONS TO BIDDERS

INDEX

CL. NO	SUBJECT	PAGE MKD
1.0	GENERAL	IB-1
2.0	EARNEST MONEY	IB-1
3.0	MODE OF SUBMISSION OF BID	IB-1 TO IB-3
4.0	OPENING OF BIDS	IB-3
5.0	SECURITY DEPOSIT	IB-3
6.0	REFUND OF EARNEST MONEY	IB-3
7.0	VALIDITY OF OFFER	IB-3
8.0	DETAILED SCRUTINY OF TENDERS	IB-4
9.0	EVALUATION CRITERIA	IB-4
10.0	ACCEPTANCE OF TENDER	IB-4
11.0	MISCELLANEOUS	IB-4 TO IB-5

1.0 GENERAL

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the Manager (I&CF) on any working day before quoting for the tender.

2.0 EARNEST MONEY

2.1 An Earnest Money Deposit of **Rs 24,000.00 [Rupees Twenty Four Thousand only]** shall have to be deposited with the tender.

2.2 Earnest Money shall be deposited by Banker's Cheque or by Demand Draft or by Pay Order of any Nationalised Bank /Scheduled Bank of India drawn in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia. Earnest money will not be accepted in cash.

2.3 Earnest Money in the form of Banker's Cheque/ Demand Draft/ Pay Order shall be submitted in a **separate sealed envelope marked "EARNEST MONEY"** and superscribed with the title of the work, Tender No., Bidder's identity, etc.

Tender submitted without requisite Earnest Money will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID

3.1a All bidders must submit their offers strictly in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. Any term not incorporated / submitted with Cover-I of the Tender but incorporated / submitted with Cover-II shall be rejected outright.

3.1b Cover-I, **Cover-II** and **all envelopes contained therein** as described in the following clauses **must be clearly superscribed with the details as given below**:

a) Title of the work

b) Tender Number.

c) Bidder's identity, address, Telephone No., Fax No., E-mail, etc.

3.2 Tender documents shall be submitted under two Covers in **three / four separate sealed envelopes,** depending on whether the same has been purchased **directly** from the office of the Manager (I&CF) or **downloaded** from the website.

When tender documents have been **directly procured from this office**, the tender documents shall be put in **2 (two) separate sealed covers** as follows:

(a) COVER-I, which shall contain **ENVELOPE -I & ENVELOPE – II (which shall include Volume-I of the Tender Document).**

(b) COVER-II, which shall contain Volume-II of the tender document.

When tender documents have been **downloaded from WEBSITE**, the tender documents shall be put in 2 (two) separate sealed covers as follows:

(a) COVER-I, which shall contain **ENVELOPE –IA, ENVELOPE-IB, and ENVELOPE – II (which shall contain Volume-I of the Tender Document).**

(b) COVER-II, which shall contain Volume-II of the tender document.

Envelope-I & Envelope-II OR Envelope-IA, **Envelope -I**B & **Envelope -II** (as the case may be) together with **Volume-I** of the Tender Document shall be put in a sealed envelope marked as **"COVER-I".**

"COVER –II" shall be submitted in a separated sealed envelope, which shall be clearly marked "**COVER-II Bid – DO Not open"**.

3.3 Envelope-IA shall contain the following: -

(i) A demand draft for **Rs 1500/- (Rupees One Thousand Five Hundred Only)** as **APPLICATION MONEY** towards cost of tender documents.

(ii) A covering letter containing the following declarations: -

a). That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

b).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

3.4 Envelope – I shall contain Earnest Money Deposit as per Cl-2.0 above.

3.5 Envelope – I B shall contain Earnest Money Deposit as per Cl-2.0 above.

3.6 Envelope – II shall contain the following documents:

(i) **Volume-I of the Tender Document. All pages of Volume-I shall be signed by the Bidder and stamped with his official seal as a token of acceptance of all terms and conditions therein. In Volume-I, the un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.**

(ii) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide **'Annexure-II'** in Volume-I of the tender document.

(iii) A Declaration as per '**Annexure – I'** (in Volume-I of the tender document) that no conditions / deviations have been added in **COVER- II**, i.e., in the price part of the Bid.

(iv) Power of Attorney (in original) in favour of signatory (/ies) of the Tender, duly authenticated by Notary Public.

(v) Copy of the following documents :-

a. VAT registration certificate.
b. Valid Trade Licence (minimum upto 31.03.2014)
c. Valid Professional Tax Clearance Certificate / Up to date tax payment (minimum upto 31.03.2014)
d. Proof of possessing valid Employees' Provident Fund (EPF) Account.
e. 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 attached to Volume-1 of Tender Document).
f. In case the contractor is not covered under the ESI Act, then he must additionally indemnify Ko.P.T against all damages and accidents occurring to his labourers.

(vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.

(vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

(viii) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2010-2011, 2011 – 2012 and 2012-2013) OR** a certificate from a Chartered Accountant / Financial Auditor showing financial annual turn over of the company for the said financial years

(ix) **General Conditions of Contract (GCC)** Booklet, to be signed and stamped with the Bidder's official seal on each page as a token of acceptance of the terms and conditions contained therein**.**

(ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

3.7 **COVER-II** will contain the **Volume-II of the tender document with Price Bid as per BOQ and Form of Tender duly signed, sealed & filled up by the bidder.**

3.8 The sealed envelopes shall be superscribed with the name of work with the Bid No, bidder's name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.

3.9 The sealed covers must be submitted so as to reach the Manager (I&CF) at Chiranjibpur, P.O.- Haldia-721 604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender documents

3.10 Telex / Telegraphic / Late Offers shall not be accepted. Trustees / Tender Issuing Authority will Not be responsible for any misplacement or late receipts through post or any request for issuance of tender documents and for subsequent submission thereof.

3.11 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.

4. OPENING OF BIDS

4.1 Only **COVER-I** containing **Envelope-I** & **Envelope-II** or **Envelope-IA**, **Envelope-IB** & **Envelope-II** as specified above will be opened on the date and time as fixed in the tender document, at the office of the Manager (I&CF), Haldia Dock Complex or his representative in presence of bidder (or his authorized representative), who wishes to be present.

4.2 Envelope –II of only those bidders who have deposited requisite Earnest Money shall be opened.

4.3 **COVER-II** containing **Volume-II**, i.e., the **Price part of the Bid** will be sealed separately and kept under the custody of **I &CF** Division. After evaluation / scrutiny of documents in the **Cover-I** are completed, the **Cover-II**, i.e., **"Price Bid"** of **only those Bidders who are Technically & Commercially accepted and satisfy the Eligibility Criteria stipulated in the NIT** shall be opened at a later date, with due intimation to such Bidders.

4.4 The sealed envelopes must be superscribed with the name of work with the Bid No, bidder's name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.

5.0 SECURITY DEPOSIT

5.1 For the successful Bidder, the Security Deposit shall be recovered from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

5.3 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

6.0 REFUND OF EARNEST MONEY

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 (Volume – II) of the Tender document.

The same DD/ BC/ Pay order etc. of unaccepted tenderers, submitted as Earnest Money, shall be returned / refunded without any interest.

7.0 VALIDITY OF OFFER

The tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

8.0 DETAILED SCRUTINY OF TENDERS:

8.1 During the course of examination of Cover-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. Cover-II of only those bidders who meet the qualifying criteria of NIT shall be opened.

During techno-Commercial Evaluation, i.e evaluation of Cover-I of tender, an offer shall be considered **Non-responsive** in case :-

(i) The tender is received after the date and time specified in N.I.T.

(ii) Bid is Not accompanied by requisite earnest money.

(iii) Bid documents are not accompanied by requisite application money when bid documents are downloaded from website.

(iv) Validity of the offer is less than tender stipulation,

(v) Bid documents are not signed and sealed in the manner indicated in the bid documents.

(vi) It does not meet the Qualification Criteria as stipulated in the NIT.

(vii) Documents not submitted as per Clause 3.6 of Instruction to Bidders.

(viii) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

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

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

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

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

9.0 EVALUATION CRITERIA

During evaluation of Cover-II i.e. Price Part, provided that the bidder submits his offer following tender stipulations & specifications, **the overall lowest** offer received shall be considered for acceptance by the Trustees.

10.0 ACCEPTANCE OF TENDER

10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

10.3 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 Six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

11.0 MISCELLANEOUS

(i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

(ii) The bidder shall **not impose his/her/their own terms & conditions** in the Bid offer or **quote his rates based on his own terms and conditions**. Such tenders are **liable to rejection at the option of the Trustees without further reference to the bidder.**

(iii) In case a bidder wants to submit the tender document purchased / down loaded by him in **"NOT QUOTED" condition**, the same shall be done by putting the blank tender document in a sealed envelope, which shall be duly superscribed with the name and number of tender, name of the bidder and the words "**TENDER – NOT QUOTED**", so that the tender inviting authority can separate "Not Quoted" tenders without opening the envelopes.

(iv) The successful Bidder shall arrange for the supply of all materials, labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(v) All measuring units are in **Metric System** and **rates** and **sums** in the tender are in **Indian Currency**. The language used throughout shall be **English**.

(vi) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed on every page of the tender.

(vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. 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.

(viii) <u>TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.</u>

****

TENDER DOCUMENTS

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME-I

SPECIAL CONDITIONS OF CONTRACT

INDEX

CL. NO.	SUBJECT	PAGE MKD
1	GENERAL	SC-1
2	CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS	SC-1
3	SCOPE OF WORK	SC-1
4	LOCATION	SC-1
5	ACCESS TO THE SITE	SC-1
6	INSPECTION OF SITE	SC-2
7	SITE CONDITIONS & METHOD OF WORK	SC-2
8	TIME OF COMPLETION	SC-2
9	MAINTENANCE PERIOD	SC-2
10	PARTICULARS OF EXISTING WORKS	SC-2
11	PROGRAMME OF WORK AND PROGRESS REPORT	SC-2
12	SAFETY	SC-3
13	POWER SUPPLY	SC-3
14	WATER	SC-3
15	KEEPING THE SITE AND WORKING AREA CLEAR	SC-3
16	CONSTRUCTION OF SITE OFFICE, STORE ETC.	SC-4
17	METHOD OF MEASUREMENT	SC-4
18	PAYMENT	SC-4
19A	MATERIALS	SC-4
19B	TESTING OF MATERIALS	SC-4
20	PLANT & EQUIPMENT	SC-4
21	ESCALATION / VARIATION ON PRICES	SC-4
22	ROYALTY	SC-5
23A	CONTRACT LABOUR LAWS	SC-5
23B	COMPLIANCE WITH E.P.F.& M.P.ACT.	SC-5
23C	COMPLIANCE WITH ESI ACT :-	SC-5
23D	INDEMNIFICATION	SC-5
24	DOCK PERMIT	SC-6
25	FORCE MAJEURE	SC-6
26	SERVICE TAX	SC-6
27	SETTLEMENT OF DISPUTES	SC-6

1. GENERAL

These provisions though given in a separate section are part of the tender documents which 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 Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), 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.

2. 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 (if any).
- Particular Specifications.
- Special Conditions of the 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 Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties.

3. SCOPE OF WORK:

The scope of work includes but is not limited to :-

- ✓ Cutting the existing metalled road surface.
- ✓ Supplying and stacking laterite boulder and moorum.
- ✓ Spreading and consolidating laterite boulder.
- ✓ Cutting kutcha drain.

The scope of work also includes all other ancillary and appurtenant works as may be required hereafter in accordance with the Trustees' General Conditions Of Contract, attached Special Conditions Of Contract, Particular Specifications, Bill Of Quantities and in accordance with PWD (West Bengal's) Specifications for materials and workmanship.

4. LOCATION:

The work shall have to be executed for repairing of river embankment road from the turning near Patikhali to IWAI jetty at H.D.C, Haldia.

5. ACCESS TO THE SITE:

(a) By Road :

All-weather metal roads approachable from N.H. 41 exist right up to the area of work.

(b) By Rail :

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

6. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, access to the site and location before submission of the tender. He should contact the Manager (I&CF), Haldia Dock Complex at his office at Chiranjibpur, Haldia for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim on this account will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

7. SITE CONDITIONS & METHOD OF WORK:-

The work shall have to be executed for repairing of river embankment road from the turning near Patikhali to IWAI jetty at H.D.C, Haldia.

The sequence of work shall have to be programmed by the successful Bidder without hampering the traffic movement and other activities therein. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained.

The Contractor shall take all possible care so that other construction and / or operational works around the area, if any, are not unduly hampered for his work. Proper care should be taken to provide adequate protection to the existing structures, cables (Electric / Computer), water lines and all such installations against any damage at the Contractor's risk and expense. Any defect arising during execution of work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra cost.

Further, if so required by the Engineer in the interests of normal working of the Port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C.

The execution of work shall have to be so carried out by the Contractor as not to obstruct the working of other agencies that may be deployed in the same area.

The contractor may be required to barricade the area under repair, duly demarcating the same by red flag, lighting signal etc and also to deploy suitable personnel with red and green flag, light for controlling the vehicular traffic, the cost of which shall have to be included in the quoted rates. The contractor shall take every necessary step to ensure the safety of the vehicular traffic as well as of his men deployed for the work.

8. TIME OF COMPLETION:

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **4 (Four) months** including preliminary time from the date of placement of work order.

9. MAINTENANCE PERIOD:

The Contractor shall maintain the works allotted to him as per Clause 9.0 of the General Conditions of Contract for a period of **6 (Six)** months from the date of completion as certified by the Engineer or his representative in Form G.C. 1.

10. PARTICULARS OF EXISTING WORKS:

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

11. PROGRAMME OF WORK AND PROGRESS REPORT:

The successful bidder shall suitably schedule various activities required for completion of the work and shall submit detailed programme of work in writing in the form of a Bar Chart before commencement of the work.

If desired by the Engineer, the contractor, during execution of the work, shall submit on the first day of each month the progress report of the work in a manner as directed, showing therein corrective measures to be taken to make up the backlog, if there be any.

12. SAFETY:

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 the Engineer, 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 PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's 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 the Engineer.

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

The successful bidder 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.

13. POWER SUPPLY:

If available, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time including installation, hire charges for meters, Govt Duty as well as 19.25% overhead on electricity charges. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay / irregularity in providing power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

14. WATER :

The Contractor will arrange for supply of water both required for his workmen for drinking and/or for any other purpose.

15. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

16. CONSTRUCTION OF SITE OFFICE, STORE ETC.:

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I) failing which penal rent at the rate three times the applicable licence fee ofCPT Contractor's Colony Trustees' Schedule of Rent in vogue for the period beyond two months from the actual date of completion of work shall be levied on the Contractor and recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

17. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D Schedule of Rates (Roads), Govt. of West Bengal. For details of measurement not covered by the above S.P.-27, 1987 of B.I.S. shall be referred to.

18. PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Manager [I & C F] on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract.

Payment will be made directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.

19A. MATERIALS:

The Contractor shall make his own arrangements for procuring and supplying all materials at site.

19B. TESTING OF MATERIALS:

The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost.

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

20. PLANT & EQUIPMENT:

The successful bidder shall supply all necessary tools, plants and equipments with fuel and operator required for successful execution of the work at his own cost.

21. ESCALATION / VARIATION ON PRICES:

No Escalation / Variation on the prices on any account will be considered for payment / adjustment.

22. ROYALTY :

Royalty as applicable from time to time for various materials like laterite boulders, moorum, sand, stone chips etc., obtained by the Contractor, his agents or sub-Contractors from Government or private quarry/land for this contract work shall be paid by the Contractor at prevailing rates. He shall indemnify the Trustees against any claim from the Government / other authorities for short or non-recovery of royalty charges and shall pay such short or non-recovery amount(s) on demand to the appropriate authorities at any subsequent times.

23A. 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 in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(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 Officer (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 worksite(s).

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

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & 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.

23 B. 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 Manager (I&CF).

23 C. COMPLIANCE WITH E.S.I ACT :-

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % 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.

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. Manager (I&CF) .

23 D. INDEMNIFICATION :

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

(a)The Workmen's Compensation Act, 1923 (b) The Minimum Wages Act, 1948.
(c)The Contract Labour (Regulation & Abolition) Act, 1970 (d) The Dock Workers' Act, 1948

(e)The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 (f) The EPF&MP Act, 1952 (g) The ESIC Act, 1948 (i) The Dock Workers' Safety, Health & Welfare Act.

24. 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 for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer. 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.

25. 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 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 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.

26. TAX, SERVICE TAX & CENVAT:-

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. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be raised so as to enable H.D.C. to obtain CENVAT credit against the same.

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 prevalent 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.
Regarding other Taxes Duties and statutory & other levies the Contractor has to pay and observe all formalities as stipulated on the General Condition of Contract.

However 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.

27. SETTLEMENT OF DISPUTES: -

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

****

TENDER DOCUMENTS

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

PARTICULAR SPECIFICATIONS

1. GENERAL:-

The materials supplied and the workmanship shall satisfy the Specifications as given in the PWD Schedule of Rates, Govt. of West Bengal (Building Works & Road Works) as applicable and the job specifications contained in the Bill Of quantities of the tender. In absence of the above, relevant Indian Standards shall be referred to.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

All works to be done as detailed in the bill of Quantities.

****

ANNEXURE - I

(To be submitted on Company's Letter Head along With Cover-I Offer)

Manager (I&CF),
Haldia Dock Complex.
Kolkata Port Trust

SUB :- TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO: - M (I&CF) / T / 2067

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does not contain any condition / deviation.

_____
Signature of the Bidder with Office Seal.

Date :

Place :

ANNEXURE - II

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)

(To be submitted with Cover-I of Offer)

Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No.& Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	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)			

SCHEDULE 'O' SHEET – 1.

(To be submitted with Cover-I of Offer)

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

1) Name of Company : ……..

2) Address of its present :

Registered office.

3) Date of its incorporation. : ……..

4) Full name and address of each of its

Directors – any special particulars
As to Directors if desire to be stated. : ……

5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. : ……

6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). : ……

7) Copies of Memorandum, Articles of Association (with the latest amendments, If any). : ……

8) Copies of audited balance sheets of the Company for the last two years. : ……

B) In case of a firm -

1) Name and address of the firm. : ……

2) When business started. : ……

3) If registered a certified copy of certificate of registration. : ……

4) A certified copy of the Deed of Partnership. : ……

5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particularts as to partners if desired to be stated. : ……

6) Whether the firm pays income tax over Rs.10,000/- per year. : ……

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

(C) In case of an Individual :

1) Full name and address of the Bidder – any special particulars of the Bidder if desired to be stated. : ……..

2) Name of the father of the Bidder. : ……..

3) Whether the Bidder carries on business in his own name or any other name. : ……..

4) When business was started and by whom. : ……..

5) Whether any other person is interested in the business directly or indirectly, if so, name and address etc. of such persons and the nature of such interest. : ……..

6) Whether the Bidder pays Income Tax over Rs.10,000/- per year. : ……..

……..
(Full signature of Bidder)

Dated : ……..

(TO BE SUBMITTED WITH COVER- I OFFER)

ABSTRACT FORM OF TENDER (UNPRICED)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. : **TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA.**

(b) Estimated Cost. : **Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**

(c) Earnest Money. : **Rs 24,000.00 [Rupees Twenty Four Thousand only]**

(d) Security Deposit (including Earnest Money). : As per provisions in the tender.

(e) Time allowed for completion of the work. **4 (Four) months.**

(f) Permanent I/T A/c.No. :

(g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank :- **Branch :-**

Branch Code :- **Account Number :-**

IFS Code :-

(i)

RATE TENDERED BY ME / US IS : **NOT TO BE QUOTED IN COVER- I OFFER**

(Signature of the Bidder)

Witness :- Address :-

(Name in block letters)
Address :-

Occupation :-

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER(UNPRICED)

To
The Manager (I&CF),
Haldia Dock Complex.

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 COVER I OFFER**
(Repeat in words) **NOT TO BE QUOTED IN COVER 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' Manager (Finance), HDC, 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.

_____

Dated : (Signature of Bidder with Seal)

(To be submitted with Cover-I of Offer)

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

(On Rupees Ten Non-Judicial Stamp Paper)

BEFORE THE IST 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).

a. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has not valid E.S.I. Registration.

b. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No._____ of the Tender No._____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me

Filled Up by the Bidder

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

Check list fill-up by the bidder				
1	(Only for the tender documet downloded form website) [Insert in envelope mark-IA]	Declarations a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
		Demand draft for Rs 1500.00 as application money towards cost of tender documents.	Draft Submitted	Yes / No
2	[Insert in envelope mark-IB or I]	Earnest Money [Envelope mark IB for down loaded tender document or I for purchase tender document]	Draft Submitted	Yes / No
3	For all either downloaded or purchased document [Insert in envelope mark-II]	Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.	Submitted on company's letter head.	Yes / No
4		VAT registration certificate.	(Xerox copy enclosed)	Yes / No
5		Valid Trade License.	Valid up to	
			(Xerox copy enclosed)	Yes / No
6		Professional Tax Clearance Certificate. / Upto date tax payment challan.	Valid up to	
			(Xerox copy enclosed).	Yes / No
7		Valid Employees' Provident Fund Account	(Xerox copy enclosed).	Yes / No
			Xerox copy of latest payment challan of EPF enclosed.	Yes / No
8		ESI registration	(Xerox copy enclosed).	Yes / No
			Xerox copy of latest payment challan of ESI enclosed.	Yes / No
9		Details of firm as per schedule-O	Format fill-up	Yes / No
10		Concurrent Commitments of the Bidder	Format fill-up	Yes / No
11		Credential within seven years	i) Amount	
			ii) Amount	
			iii) Amount	
			Credentials as per pre-qualification criteria.	Yes / No
			Letter of award works and completion certificate from owners are enclosed.	Yes / No
12		Certified copies of audited balance sheet	i) Turnover amount and year	
			ii) Turnover amount and year	
			iii) Turnover amount and year	
			Certified by the CA / FA	Yes / No
13		GCC Booklet and drawing duly signed under office seal	Submitted with signature	Yes /No

14	For downloaded tender document	Cover-I (Insert volume -I of tender document , envelope-IA, IB & II)	Marked-Cover-I and envelope mark- IA, IB & II	Yes /No
	For purchase tender document	Cover-I (Insert volume -I of tender document, envelope- I & II)	Marked-Cover-I and envelope mark- I & II	Yes /No
15	Only price part	Cover-II (Volume-II of the tender document)	Marked -"Cover-II" / "Bid-do not open" over the cover	Yes /No

Date :

Signature of the bidder with seal

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M (I & CF) / T / 2067

VOLUME - II

APRIL, 2014 **Rs 1500=00**

DOCUMENTS

FOR

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

VOLUME - II

Issued to:

Date of Issue:

Signature and Designation of Issuing Officer:

On behalf of Bidder:

Manager (I&CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Telefax :- (03224) 252110

DOCUMENTS

FOR

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

VOLUME - II

CONTENTS

SUBJECT	PAGES FROM	TO
➢ PREAMBLE TO THE BILL OF QUANTITIES	BOQ-1	BOQ-1
➢ BILL OF QUANTITIES	BOQ-2	BOQ-2
➢ ABSTRACT FORM OF TENDER		
➢ FORM OF TENDER		

TENDER PARTICULARS

ESTIMATED COST	**:**	**Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**
EARNEST MONEY	**:**	**Rs 24,000.00 [Rupees Twenty Four Thousand only]**
TIME OF COMPLETION	**:**	**4 (Four) months**
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	**:**	**06-05-2014 to 27-05-2014. (UPTO 14:00 HRS.) (Bid document will be available on HDC, Ko.P.T Website).**
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	**:**	**28-05-2014 Submission Up to 15:00 hrs. Opening After 15:30 hrs.**

[BOQ-1]

PREAMBLE TO THE BILL OF QUANTITIES

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

1.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender properly based on his own analysis in the '**ABSTRACT FORM OF TENDER'** both in words and in figures.

1.4 During the detailed scrutiny and evaluation of tender any discrepancy or error found between the figures and words in the quoted percentage at appropriate place in Bill of Quantities the following methods shall be adopted for arriving at the final figures:

(i) When there is a difference between percentage quoted in figure and in words, the percentage rate which complies with the amount worked by the tenderer for this shall be taken as correct.

(ii) When the amount of the tender is not worked out by the tenderer or it does not correspond with the percentage rate (above / below / at par) written either in figures or in words then the percentage rate quoted by the tenderer in words shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

(iii) When the percentage rate (above / below / at par) quoted by the tenderer in figures and in words matches but the amount is not worked out correctly, the percentage rate quoted by the tenderer shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

The Tender Price as thus established would be taken for comparative evaluation of tenders.

****

NOTE:- While quoting the rate it should be noted that the bidder should on no account overwrite the figures or use correcting fluid in the tender. Any necessary amendment shall be made by striking out the original figure and writing the corrected figures on the top. All such amendments shall be duly authenticated by signing under office seal by the bidder. The bidder shall quote his rate in conformity with the tender provisions with the "Form Of Tender" and " Abstract Form Of Tender" duly filled up , signed and witnessed.

ANY DEVIATION FROM THE ABOVE SHALL RENDER THE TENDER OFFER AS REJECTED.

[BOQ-2]

BILL OF QUANTITIES

TENDER FOR "TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA."

TENDER NO.: M(I & CF) / T / 2067

It. No.	Description of Item	Quantity		Rate (Rs P)	Unit	Amount (Rs P)
1	Cut the existing metalled road surface with or without black topped surface including removal and stacking of pavement materials/ bricks, brick bats, laterite boulder etc. within a lead of 50 Mtr.	200	Cu.M	160.00	Cu.M	32,000.00
2	Supplying and stack boulder of above 150 mm size as per specification. The rate shall include all cost related to loading, unloading, transporting, royalties, taxes, stacking including carriage by head load upto a distance of 30 M at point of delivery, if required. (Payment will be made on the basis of stack measurement after deduction 1/7 th volume of stack as void).	770	Cu.M	1182.60	Cu.M	9,10,602.00
3	Supplying and stack Moorum as per specification. The rate shall include all costs related to loading, unloading, transportation, royalties, taxes, stacking including carriage by head load upto a distance of 30 M at point of delivery, if required. (Payment will be made on the basis of stack measurement after deduction 1/13th volume of stack as void)	154	Cu.M	673.92	Cu.M	1,03,783.68
4	Spreading & consolidating Laterite Boulder of 150 mm size in hard crust, in layers, hand packing, sweeping, watering and ultimate filling the voids by providing and spreading moorum (Moorum will be available from item no-3 above.) of requisite quantity, consolidation by power driven roller of 8/10 ton capacity including dry and wet blinding and admixed with slacked lime (with 5% of the volume of moorum) including cost of all materials (except laterite boulder & moorum) etc. to proper line, grade and camber, lightning, guarding & barricading where necessary to protech edges all complete including hire and labour charges of all men and machineries and as per specification and direction of Engineer-in-Charge. The rate should be included for spreading and consolidating of boulder with moorum. Payment will be made as item no-2 of above).	770	Cu.M	197.17	Cu.M	1,51,820.90
5	Cutting for kutcha drain of 60 cm. width and depth upto 30 cm. through ordinary/ mixed soil.	100	Mtr.	5.90	Mtr.	590.00
					Total =Rs.	**11,98,796.58**

(Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)

****

ABSTRACT FORM OF TENDER

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. : **TEMPORARY REPAIRING OF RIVER EMBANKMENT ROAD IN PATCHES FROM THE TURNING NEAR PATIKHALI TO IWAI JETTY WITH LATERITE BOULDER ON URGENT BASIS AT HALDIA DOCK COMPLEX, HALDIA.**

(b) Estimated Cost. : **Rs 11,98,796.58 (Rupees Eleven Lakh Ninety Eight Thousand Seven Hundred Ninety Six and Paise Fifty Eight only)**

(c) Earnest Money. : **Rs 24,000.00 [Rupees Twenty Four Thousand only]**

(d) Security Deposit (including Earnest Money). : As per provisions in the tender.

(e) Time allowed for completion of the work. **4 (Four) months.**

(f) Permanent I/T A/c.No. :

(g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank :- **Branch :-**

Branch Code :- **Account Number :-**

IFS Code :

(i)

RATE TENDERED BY ME / US IS : %

(Percent)

ABOVE / BELOW / AT PAR WITH THE ESTIMATED AMOUNT.

(Signature of the Bidder)

Witness :- Address :-

(Name in block letters)
Address :-

Occupation :-

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Manager (I&CF),
Haldia Dock Complex.

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. ----------

(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.

I / We have deposited with the Trustees' Manager (Finance), HDC, 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.

_____

Dated : (Signature of Bidder with Seal)

WITNESS :

Signature :
Name : (In Block Letters)
Address :

Occupation :

Name of the Bidder :
Address :

General Conditions of Contract Forms and Agreements

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

Including Addendum Sanctioned by the Trustees under Resolution No. 80 of the Meeting held on 25th August, 2009

KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM & HALDIA DOCK COMPLEX

AUGUST , 2009

GENERAL CONDITIONS OF CONTRACT

	CLAUSE		PAGES
1.	**AMENDMENT TO GENERAL CONDITIONS OF CONTRACT**	…	GC 1
2.	**DEFINITION**	…	GC 2 – GC 3
3.	**DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE**	…	GC 3 – GC 5
4.	**THE TENDER/OFFER AND ITS PRE-REQUISITES**	…	GC 5 – GC 9
5.	**THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**	…	GC 9 – GC 14
6.	**COMMENCEMENT, EXECUTION AND COMPLETION OF WORK**	…	GC 14 – GC 17
7.	**TERMS OF PAYMENT**	…	GC 18 – GC 20
8.	**VARIATION AND ITS VALUATION**	…	GC 20 – GC 22
9.	**DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT**	…	GC 22 – GC 24
10.	**MAINTENANCE AND REFUND OF SECURITY DEPOSIT**	…	GC 24 – GC 25
11.	**INTERPRETATON OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION**	…	GC 25 – GC 27
12	**FORMS GC-1, GC-2 , GC-3**		
13	**FORM OF AGGREMENT**		
14	**PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE**		
15	**INTEGRITY PACT DOCUMENT: PROFORMA**		
16	**DRAFT Memorandum of Understanding between Ko.P.T. & Transparency International India**		

AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

❖ Cl-3.4 THE TENDER / OFFER & ITS PRE-REQUISITES

Table under sub-clause (d)

PREVIOUS			**AS AMENDED**		
Class of Registra-tion	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registra -tion	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	**A**	Rs 25,000/-	Any tender priced up to Rs 5,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	**B**	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	**C**	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 139 OF THE TRUSTEES' 10TH METING HELD ON 19.11.1999]

GC - 2

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 Manager (Infrastructure & Civic Facilities) 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 / International 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 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.	Construction al Plant
1.13	"Site" means the land, waterways and other places, on, under, in or through which the works are to be executed 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 consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the work "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, compete 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

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

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

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

(d) to issue certificates as per contract.

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

(f) To grant extension of completion time.

2.4 *The Engineer's Representative shall :* Power of Engineer's Representative.

(i) watch and supervise the works.

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

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

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

(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

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

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

2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power

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

2.6 Provided also as follows : Engineer's Overriding Power

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

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

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

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

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	
	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. 25,000/-	Any tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender with-out 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 S.D. recovery.
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 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. Id, 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. — Mode of refund of S.D.

(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

3.7 "Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered."

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

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act,1970.
6. The Dock Workers' Act,1948.
7. The Arbitration and Conciliation Act (1996) (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 in 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 by 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

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.	Contractor to submit his programme of work

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.

Contractor to 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 is 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 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 travois, etc. are Trustees' property

4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :

(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

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

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

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

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

4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.

Dismantled materials Trustees' property

4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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

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

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

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

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

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

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, and the same shall be final and binding on the Contractor.

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.

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 sat 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 wend 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 –

(i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature,

(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,

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

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

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

Advance payment against Non-perishable materials

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a 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 The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :

Engineer's power to vary the works

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

(b) Omit any work included in the contract.

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

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

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

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated ass 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'' 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.

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

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates ad 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.

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

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

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

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 final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from 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 piece) 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. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.

'Liquidated Damage' and other compensation due to Trustees

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

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

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer'' or his Representative'' written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor t any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

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

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 I 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

Contractor's obligation for maintenance of work.

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

9.2 The Contractor 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 o using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion

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

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES 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 his predecessor left it.

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 justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract 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.

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

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…….
Allocation……
Contract No. ……

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of
_____ 2000 to _____ day of _____ 2000 .

Yours faithfully,

Signature…….
(ENGINEER/ENGINEER'S REPRESENTATIVE)
Name…….
Designation……
OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer
The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work : …….

Estimate No. E.E.O……..dt…….
C.E.O…….dt…….

Work Order No……..

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
HALDIA DOCK COMPLEX

FORM G.C.3

('NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)
Haldia Dock Complex
Calcutta Port Trust
Haldia.
(Atten:…….)

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 :-_____

Contract No. _____

Agreement No……..Dt……

and I / we have no further claim against the Calcutta 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)

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER'' which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz_____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-

   i. The said Tender/Offer & the acceptance of Tender/ Offer.

   ii. The Drawings.

   iii. The General Conditions Of Contract.

   iv. Special Conditions Of Contract (If any).

   v. The Conditions Of Tender.

   vi. The Specifications.

   vii. The Bill Of Quantities.

   viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,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 as fixed (or have set their respective hands and seals) the day and year first above written.
have executed these presents on 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 :-_____

Proforma Of Irrevocable 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.

Ref. _____ Bank Guarantee No. _____
Date _____

To
The Board of Trustees for the Port of Kolkata,
15, Strand Road
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the " EMPLOYER"which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to _____, with registered office at _____ (hereinafter referred to as the "CONTRACTOR " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work order dated _____ the same having been unequivocally accepted by the Contractor resulting in a 'CONTRACT' bearing Letter Of Award No _____ dated _____ Valued at Rs _____ for " " and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. (rupees only) to the EMPLOYER.

We, the Bank, , Kolkata/ Haldia having its Head Office at (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -(only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEER and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.
The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs (rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this ……. day of ……..2010 …….. at …….

WITNESSES

---------- ----------

(Signature) (Signature)

---------- ----------

(Name) (Name)

---------- ----------

(Official address) (Designation with Bank Stamp)
+ Attorney as per power of Attorney No.

Dated …….

Integrity Pact

Between
Kolkata Port Trust (KoPT) hereinafter referred to as "**The Principal**".

And

…….. hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational p;rocedures, contract/s for ……. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
   b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
   c. The Principal will exclude from the process all known prejudiced persons.

(2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B.

Section 4-Compensation for damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

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

Section 7- Criminal charges against violation Bidder(s)/Contractors/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or representative or an associate of a Bidder, Contractor of Subcontractor which constitutes corruption, of if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 9 – Other provision

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.

(3) If the Contractor is a partnership or a consortium, this agreement mist be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

_____ _____

(For & on behalf of the Principal) (For & on behalf of Bidder/Contractor).

(Office Seal) (Office Seal)

Place :

Date :

Witness 1:

(Name & Address) ……..

……

……

Witness 2:

(Name & Address) ……

……

……