संविदा की सामान्य शर्तें
General Conditions of Contract
प्रबुद्ध और करार
Forms and Agreements

न्यायालय अंतर दिनांक 27 मई, 1993 को संपन्न 6वीं बैठक में संकल्प सं. 92 के अधीन अनुमोदित
Sanctioned by the Trustees under Resolution No. 92 of the 6th Meeting held on 27th May, 1993

जुलाई, 2014 को संपन्न न्यायालय अंतर की बैठक में अनुमोदित परिशिष्ट सहित
Including Addendum Sanctioned by the Trustees Meeting held on July, 2014

कोलकाता पोर्ट न्यास
KOLKATA PORT TRUST

कोलकाता गोदार्मणी
KOLKATA DOCK SYSTEM

हल्दिया गोदार्मणी परिसर
HALDIA DOCK COMPLEX

जुलाई/ JULY 2014
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K.o.P.T. & Transparency International India

जीसी/GC -1

संविदा की सामान्य शर्तों में संशोधन
AMENDMENT TO GENERAL CONDITIONS OF CONTRACT

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- CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

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<td>केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु</td>
<td>केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु</td>
</tr>
<tr>
<td>कार्य का प्राक्कलित मूल्य का 5%</td>
<td>1% of the estimated value of work</td>
<td>1% of the estimated value of work</td>
</tr>
<tr>
<td>कार्य का प्राक्कलित मूल्य का 1%</td>
<td>Upto Rs. 10 Crore</td>
<td>Upto Rs. 10 Crore</td>
</tr>
<tr>
<td>₹. 10 करोड़ तक</td>
<td>कार्य के प्राक्कलित मूल्य का 2%</td>
<td>कार्य के प्राक्कलित मूल्य का 1%</td>
</tr>
<tr>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
<td>Over Rs. 10 Crore</td>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
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<tr>
<td>₹. 1,00,000=00 तक</td>
<td>अधिकतम ₹. 10,000/- और न्यूनतम ₹. 5,000/- के अंधकार कार्य के प्राक्कलित मूल्य का 2%</td>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
</tr>
<tr>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
<td>अधिकतम ₹. 10,000/- और न्यूनतम ₹. 1,000/- के अंधकार कार्य के प्राक्कलित मूल्य का ½%</td>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
</tr>
<tr>
<td>कार्य के प्राक्कलित मूल्य का ½%</td>
<td>2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-</td>
<td>2% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-</td>
</tr>
<tr>
<td>अधिकतम ₹. 10,000/- और न्यूनतम ₹. 1,000/- के अंधकार कार्य के प्राक्कलित मूल्य का ½%</td>
<td>2% on first Rs. 10 Crore + 1% on the balance</td>
<td>½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-</td>
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<table>
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<tr>
<td>Class of Registration</td>
<td>Amount Of Fixed Security</td>
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<td>प्रत्येक निविदा की वित्तीय सीमा</td>
<td>नियत प्रतिभूति की राशि</td>
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<td>Financial Limit Of Each Tender</td>
<td>Class of Registration</td>
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<tr>
<td>रजिस्ट्रीकरण की श्रेणी</td>
<td>नियत प्रतिभूति की राशि</td>
</tr>
<tr>
<td>Class of Registration</td>
<td>Amount Of Fixed Security</td>
</tr>
<tr>
<td>प्रत्येक निविदा की वित्तीय सीमा</td>
<td>Financial Limit Of Each Tender</td>
</tr>
</tbody>
</table>

| क | र. 10,000/- | र. 2,00,000/- तक के मूल्य की कोई निविदा |
| A | Rs 10,000/- | Any tender priced upto Rs 2,00,000/- |
| | क | र. 50,000/- | र. 10,00,000/- तक के मूल्य की कोई निविदा |
| | A | Rs 50,000/- | Any tender priced up to Rs 10,00,000/- |
| ख | र. 5,000/- | र. 1,00,000/- तक के मूल्य की कोई निविदा |
| B | Rs 5,000/- | Any tender priced upto Rs 1,00,000/- |
| | ख | र. 25,000/- | र. 5,00,000/- तक के मूल्य की कोई निविदा |
| | B | Rs 25,000/- | Any tender priced upto Rs 5,00,000/- |
| ग | र. 2,500/- | र. 50,000/- तक के मूल्य की कोई निविदा |
| C | Rs 2,500/- | Any tender priced upto Rs 50,000/- |
| | ग | र. 15,000/- | र. 3,00,000/- तक के मूल्य की कोई निविदा |
| | C | Rs 15,000/- | Any tender priced upto Rs 3,00,000/- |
[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES’ MEETING HELD ON 12.10.2012]

जीसी /GC - 2

1. परिभाषाएं /DEFINITIONS

1.0 इसमें इसके पश्चात् यथापूर्वस्थित संविधान में प्रसंग द्वारा अन्यथा अपेक्षित के विवाद,निम्नलिखित शब्द और अभिव्यक्ति से इसमें उन्हें समनुदेशित अर्थ अभिप्रेत होंगे।
   In the contract, as hereinafter defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.

1.1 “नियोक्ता” या “बोड़” या “न्यासी मंडल ” से कोलकाता पत्तन का न्यासी मंडल अभिप्रेत है जो महापत्तन न्यास अधिनियम 1963 की धारा 3 के अधीन गठित एक निगमित निकाय है और जिसमें उनके उत्तराधिकारी, प्रतिनिधि एवं समनुदेशिती शामिल हैं।
   “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.

1.2 “अध्यक्ष” से बोड़ का अध्यक्ष अभिप्रेत है और इसमें महापत्तन न्यास अधिनियम,1963 की धारा 14 और 14क के अधीन उसके स्थान पर कार्य करने हेतु नियुक्त व्यक्ति शामिल है।
   “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963

1.3 “संविदाकार” से ऐसा/ऐसे व्यक्ति, फर्म या कंपनी अभिप्रेत है जिसकी/ जिनकी निविदा / प्रस्ताव न्यासी मंडल द्वारा स्वीकार किया गया हो और इसमें बोड़ / अध्यक्ष द्वारा अनुमत संविदाकार के प्रतिनिधि, वारिस, उत्तराधिकारी और समनुदेशिती, यदि कोई हो, शामिल हैं।
   “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
1.4 “इंजीयर” से बोड का ऐसा पदाधिकारी अभिप्रेत है जिसने उसकी ओर से निदेश आमंत्रित की है और इसमें प्रबंधक (विभागीय सूचनाएँ) या ऐसा अन्य पदाधिकारी शामिल है जिसे ऐसे नाम निदेश “इंजीयर” के स्थान पर सन्यास के प्रयोजनार्थ इंजीयर के रूप में कार्य करने के लिए संविदाकार लिखित सूचना देकर नियोक्ता द्वारा समय-समय पर नियुक्त किया गया हो।

“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.

1.5 “इंजीयर के प्रतिनिधि” से इंजीयर का कोई अधः या सहायक या कोई ऐसा अन्य पदाधिकारी अभिप्रेत है जिसे इसके खंड 2.4 से 2.6 तक में वर्णित कर्तव्यों के निर्वाह हेतु इंजीयर द्वारा समय-समय पर नियुक्त किया गया हो।

“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.

1.6 “कार्य” से संविदा के अनुसार निष्पादित किया जानेवाला कार्य अभिप्रेत है और इसमें प्राधिकृत “अतिरिक्त कार्य” तथा “अधिक कार्य” एवं “अस्थायी कार्य” शामिल है।

“Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”.

1.7 ‘अस्थायी कार्य’ से कार्य के निष्पदन, समापन या अनुरक्षण में या उनके अस्थायी कार्य लिए अपेक्षित सभी प्रकार के सभी अस्थायी कार्य अभिप्रेत हैं और इसमें (तत्वारा पूर्व में वर्णित परिस्थितियों को सीमित किए बिना) सभी अस्थायी निर्माण, पाड़ बंधाई, सीढ़ियों का निर्माण, लड़े की गोदाई, टंका की सोखाई, साइट कार्यालय, सीमांत एवं अन्य गोदाम, भवन सामग्री को ड्राफ्ट करने के लिए प्लेटफार्म और बिन्स, जैंट्री, अस्थायी मार्ग और सड़कें, अस्थायी पुलियाँ और मिलने भएर्म प्लेटफार्म शामिल हैं।
“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.

1.8 “अतिरिक्त कार्य” से ऐसे कार्य अभिप्रेत हैं जो संविदा को पूरा करने के लिए इंजीनियर द्वारा अपेक्षित हैं परंतु जिन्हें विशेष और पृथक रूप से निविदा के कार्य यानी ‘परिमाण बिल’ की मदद की अनुसूची में शामिल नहीं किया गया है। “अधिक कार्य” से परिमाण बिल की किसी मद के प्रति किए गए प्रावधान से अधिक कार्य की अपेक्षित मात्रा अभिप्रेत है। Extra works “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.

1.9 “विनिर्देश” से, जबतक निविदा में अन्यथा कथित न हो, सामग्री और विनिर्देश कारोबारियों के लिए ब्यूरो ऑफ इंडियन स्टैंडर्ड द्वारा बनाया गया सम्मिलित और समुचित विनिर्देश/इंटरनेशनल स्टैंडर्ड का विनिर्देश(अद्ययतित संशोधन) अभिप्रेत है। Specification “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.

जीसी/GC - 3

1.10 ‘रेखाचित्र’ से निविदा और विनिर्देश में उल्लिखित रेखाचित्र एवं इंजीनियर रेखाचित्र द्वारा लिखित रूप में अनुमोदित ऐसे रेखाचित्र के उपायरण तथा ऐसे अन्य रेखाचित्र अभिप्रेत हैं जो इंजीनियर द्वारा समय-समय पर लिखित रूप में प्रस्तुत या अनुमोदित किए जाएं।
"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

1.11 "संविदा" से अभिप्रेत है और उसमें शामिल हैं- संविदा की सामान्य और विशेष शर्तें, विनिर्देश, रेखाचित्र, मूल्यांकित परिमाण विविध निविदा / प्रस्ताव, निविदा / प्रस्ताव का स्वीकृति-पत्र, पूर्ण क्रम से किया गया संविदागत कार तथा न्यायी मंडल द्वारा उनके विवेकानुसार स्वीकृत दरों और मूल्य की अनुसूची यदि कोई हो।

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

1.12 "संरचनात्मक संयंत्र" से कार्य या अस्थायी कार्य के लिपिपदन, संरचनात्मक संयंत्र समापन या अनुकूलण के लिए अपेक्षित किसी भी प्रकार के सभी उपकरण या वस्तुएं अभिप्रेत हैं तथा इसमें (तद्वारा पूर्व में वर्गित परिभाषा को सीमित किए बिना) सभी मशीनरी और उपकरण शामिल हैं, परन्तु वे सामग्री या अन्य वस्तुएं शामिल नहीं हैं जो स्थायी कार्यों का अंग हो या होने के लिए आवश्यक हो।

“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.

1.13 “कार्यस्थल” से ऐसी भूमि, जलमार्ग तथा अन्य स्थान अभिप्रेत हैं कार्यस्थल जिसपर, जिसके नीचे, जिसमें या जिसके जरिए संविदा के प्रयोजनार्थ न्यायी मंडल द्वारा कार्य विनियमित किया जाना हो।

“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
1.14 “संविदा मूल्य” से संविदाकार की लिखित/प्रस्ताव के स्वीकृति-पत्र में संविदा मूल्य वर्णित राशि अभिव्यक्त है जो इसमें इसके पश्चात अंतरिक्ष प्रावधानों के अधीन इंजीनियर द्वारा की जा सकनेवाली वृद्धि एवं कटौतियाँ के अध्यधीन होंगी।

“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.

1.15 “माह” से अंग्रेजी कैलेंडर माह अभिव्यक्त है।

“Month” means English Calendar Month.

1.16 “अपवादित जोखिम” ऐसे दंगे है जो अबीमाकृत, युद्ध, आक्रमण, विदेशी-शत्रुओं के कार्यकलाप, शत्रुकार्य (युद्ध चाहे घोषित हो या नहीं), सिविल युद्ध, विद्रोह, क्रांति, विप्लव या सैन्य या अन्य अवधिकार शक्ति या न्यासी मंडल द्वारा ऐसे कार्य के किसी अंश के उपयोग या अधिभोग के रूप में हो जिसकी बाबत समापन प्रमाण-पत्र जारी किया गया हो (इसमें उन सभी को सामूहिक रूप से अपवादित जोखिम के रूप में निर्दिष्ट किया गया है)।

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

1.17 जो शब्द मात्र एकवचन को द्योतित करते हैं, उसमें प्रसंग द्वारा एकवचन/ बहुवचन अपेक्षित होने पर बहुवचन और विपर्ययेन भी शामिल हैं।

Word importing the singular only, also includes the Singular/Plural plural and vice-versa where the context so requires.

1.18 संविदा की इन सामान्य शर्तों में शीर्ष एवं पार्श्व टिप्पणी को उसका शीर्ष/पार्श्व टिप्पण प्राप्त नहीं माना जाएगा या उसके या संविदा के निर्वचन या निर्माण
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.

1.19 Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.

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.

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

2.3 The Engineer shall have full power and authority:

(k) to perform the obligations of the Contractor under the Contract as if they were his own.
(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.

(ख) किसी भी सामग्री एवं कार्यक्रम के विशिष्ट विवरण में परिवर्तन या संशोधन करना तथा किसी भी समय कार्य का निरीक्षण करना।

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

(ग) कार्य अथवा अतिरिक्त कार्य में किसी फरफर, परिवर्तन एवं संशोधन करने के लिए आदेश देना।

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

(घ) संविदा के अनुसार प्रमाण-पत्र जारी करना।

(d) to issue certificates as per contract.

(ड) संविदाकार एवं न्यासी मंडल के दावों एवं विवादों का निपटान प्रथम रेफरी के रूप में करना।

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

(ङ) समापन समय के विस्तार की मंजूरी देना।

(f) To grant extension of completion time.

2.4 इंजीनियर का प्रतिनिधि:

The Engineer’s Representative shall:

(i) कार्य की निगरानी एवं पर्यवेक्षण करेगा.
   watch and supervise the works.
(ii) कार्य के संबंध में प्रयुक्त होनेवाली किसी सामग्री और कारीगरी की जांच व परीक्षण करेगा।

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

(iii) संविदा के अनुरूप न होने पर उसे किसी सामग्री तथा कारीगरी को अनुमोदित न करने की शक्ति होगी तथा संविदाकार इस संबंध में उसके निर्देशों का पालन करेगा।

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) भुगतान के प्रयोजनार्थ या अन्यथा संविदाकार द्वारा किए गए कार्य की माप लेगा।

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

(v) किए गए सभी दोषपूर्ण कार्य को भंजित करके संविदाकार के अपने खर्च पर उनके पुनर्निर्माण का आदेश देगा।

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

(vi) उसे परिवर्तन आदेश जारी करने की शक्ति होगी जिसमें डिजाइन का संशोधन तथा कार्य के समापन समय का विस्तार अंतर्हित नहीं होगा, और

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

(vii) उसे इंजीनियर में निहित ऐसी अन्य शक्तियाँ तथा प्राधिकार होंगे जो उसे इंजीनियर द्वारा संविदाकार को लिखित रूप में सूचित करते हुए प्रत्यायोजित की गई हों।

have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.
2.5 Provided always that the Engineer's Representative shall have no power:

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

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

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

2.6 Provided also as follows:

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

(क) यदि संविदा के अधीन संविदाकार को उसके किसी कर्त्तव्यों या बाध्यताओं से मुक्त करना।

(ख) कार्य का या उसमें फेरफार करना; तथा

(घ) संविदा के अधीन संविदाकार को उसके किसी कर्त्तव्यों या बाध्यताओं से मुक्त करना।

(घ) संविदा के अधीन संविदाकार को उसके किसी कर्त्तव्यों या बाध्यताओं से मुक्त करना।

(ख) कार्य का या उसमें फेरफार करना; तथा
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.

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.

The tender must encompass all relevant aspects/ issues.

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.

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

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

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

(3) Sanvidakar dvara kar etv shruthan ka bhugtan aur sabhi lagn, kanunt kar/shruthan ka bhugtan
16
(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.

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

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

अध्यादेश और विधि तथा उसके अधीन बनाए गए नियमों, सार्वजनिक निकायों या किसी स्थापत्य या अन्य प्राधिकरण के नियमों, विनियमों एवं उप-विधियों का अनुपलाप और ऐसे अनुपलाप में संविदाकार की विफलता से उत्पन्न सभी प्रकार की शास्त्रियां एवं देरियाँ के प्रति न्याासी मंडल को क्षतिपूरित रखना।

Payment of Taxes/ duties and observance of all statutes.

द्वारा संविदाकार द्वारा स्टांप-शुल्क का भुगतान।

Payment of Stamp Duty by the Contractor.

निविदा आमंत्रण सूचना में अन्यथा अनुबंधित के सिवाय न्याासी मंडल द्वारा आपूर्ति निविदा फार्म पर संविदाकार की निविदा लिखित रूप में होगी और वह आंकड़ों के मामले में बुटिरहित एवं अपमार्जन से मुक्त होगी। भुल-सुधार, यदि कोई हो, काटकर एवं संशोधित आंकड़ों पर आद्यकार करके किया जाएगा।

Disclosure of Owner's name.
owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

3.4 (क) जबतक कि लिखित आमंत्रण सूचना/प्रस्ताव में अन्यथा अनुबद्ध न हो, बयान राशि एवं प्रत्येक लिखित निर्देशित पैमाने के अनुसार परिकलित बयान राशि के प्रतिभूति जमा साथ प्रस्तुत की जाए।

(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.

<table>
<thead>
<tr>
<th>कार्य का अनुमानित मूल्य</th>
<th>बयान राशि</th>
<th>Earnest Money and Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Value of Work</td>
<td>Amount of Earnest Money</td>
<td>केवल सामग्री या उपकरण की आपूर्ति के लिए संविदा हेतु For Contract of Supplying Materials or Equipment only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>कार्य के अनुमानित मूल्य का 5%</th>
<th>कार्य के अनुमानित मूल्य का 1%</th>
<th>कार्य के अनुमानित मूल्य का ½%</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% of the estimated value of work</td>
<td>1% of the estimated value of work</td>
<td>½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>कार्य के अनुमानित मूल्य का 2%</th>
<th>कार्य के अनुमानित मूल्य का ½%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-</td>
<td>½% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-</td>
</tr>
</tbody>
</table>

जीसी/GC-7
(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.

(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.

(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 :

<table>
<thead>
<tr>
<th>Class of Registration</th>
<th>Amount of Fixed Security</th>
<th>Financial Limit of Each Tender</th>
</tr>
</thead>
</table>
| क A  | ₹ 25,000/- । Rs.25,000/- । Any tender priced upto ₹5,00,000/- ।
(d)(i) Any tender priced up to Rs.10,000/- may be liable to rejection.

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

(ii) If before expiry of the validity period of his Tender/Offer, the 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.

(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.

(χ) The Earnest Money of accepted tender/offer shall be converted to part S.D.

(ξ) Sheth Pratibhuti’s voluntary contribution is 10% of the contract value. Sheth Pratibhuti’s voluntary contribution is 10% of the contract value. Sheth Pratibhuti’s voluntary contribution is 10% of the contract value.
(g) Balance security for works contract shall be recovered by deduction from all progressive bill (including final bill, if of balance S.D. 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.

### Table: Scale of S.D. recovery.

<table>
<thead>
<tr>
<th>Value of Work</th>
<th>% of Security Deposit for works contract.</th>
<th>% of Security Deposit for contract of supplying materials &amp; equipment only.</th>
</tr>
</thead>
<tbody>
<tr>
<td>रू. 10,00,000/- तक के कार्य हेतु</td>
<td>10% (दस प्रतिशत)</td>
<td>1% (एक प्रतिशत)</td>
</tr>
<tr>
<td>For works upto रू. 10,00,000/-</td>
<td>10% (Ten percent)</td>
<td>1% (One percent)</td>
</tr>
<tr>
<td>रू. 10,00,000/- से अधिक और रू. 20,00,000/- तक की लागत के कार्य हेतु</td>
<td>प्रथम रू. 10,00,000/- तक पर 10% + शेष पर 7½%</td>
<td>प्रथम रू. 10,00,000/- पर 1% + शेष पर ½%</td>
</tr>
<tr>
<td>For works costing more than रू. 10,00,000/- and upto रू. 20,00,000/-</td>
<td>10% on first रू. 10,00,000/- + 7½% on the balance.</td>
<td>1% on first रू. 10,00,000/- + ½% on the balance.</td>
</tr>
<tr>
<td>रू. 20,00,000/- से अधिक लागत के कार्य हेतु</td>
<td>प्रथम रू. 10,00,000/- पर 10% + अगले रू. 10,00,000/- पर 7½% + शेष पर 5%</td>
<td>प्रथम रू. 10,00,000/- पर 1% + अगले रू. 10,00,000/- पर ½% + शेष पर ¼%</td>
</tr>
<tr>
<td>For works costing more than रू. 20,00,000/-</td>
<td>10% on first रू. 10,00,000/- + 7½% on the next रू. 10,00,000/- + 5% on the balance.</td>
<td>1% on first रू. 10,00,000/- + ½% on the next रू. 10,00,000/- + ¼% on the balance.</td>
</tr>
</tbody>
</table>
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.

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

3.5(iii) In case of后面的3.5(ii)的条文均适用于，如果

the

Draft

for

supply

contracts

to

be deposited in advance.

No interest payable on

E.M. /S.D
The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. If, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the 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.

Forfeiture of S.D.
दायित्वाधीन एवं बयाना शासी जब्ती के दायित्वाधीन हो सकेगी। इसे या किसी अन्य बैंक गारंटी और/या, जहाँ अपेक्षित हो,उसका पुनर्निरीक्षण प्राप्त करने की लागत का वहन संविदाकार को करता है तथा ऐसे बैंक गारंटी का समय पर पुनर्निरीक्षण करने की व्यवस्था जिम्मेदारी संविदाकार की होगी और इसमें स्रोत होने एवं संविदाकार द्वारा किसी संविदागत बाध्यता को पूरा नहीं किए जाने पर इंजीनियर और या न्यायसी मंडल गारंटी के प्रति दावा करने और/या उसे एकक्षीय रूप से प्रवर्तित करने के लिए स्वतंत्र होंगे।

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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.

3.7 रू.5 करोड़ से अधिक मूल्य की किसी निविदा की बाबत प्रत्येक निविदाकार बोली लगाते वाला अपनी निविदा के साथ, जिसमें ठेके की विशेष शर्तें, ठेके की सामान्य शर्तें, बीओयू, बयाना शासी आदि शामिल हैं, एक दस्तावेज प्रस्तुत करेगा जिसे सत्यनिष्ठा समझौता करार कहा जाएगा और जो उनके प्राधिकृत प्रतिनिधि द्वारा सम्पूर्ण रूप से हस्ताक्षरित किया जाएगा। सत्यनिष्ठा समझौता करार का प्रोफार्मा जीसीसी में यथाविधिनिर्दिष्ट रूप में होगा। रू. 5 करोड़ से अधिक मूल्य की निविदा के मामले में सत्यनिष्ठा समझौता करार प्रत्येक निविदाकार द्वारा प्रस्तुत की जाएगी बोली दस्तावेज का अभिन्न अंग है जिसके बिना निविदा पर विचार नहीं किया जाएगा।

“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 संविदा एवं संविदाकर की सामान्य बाध्यता
THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (क) संविदा की दस्तावेज़ें अंग्रेज़ी भाषा में तैयार की जाएंगी।
(a) The contract documents shall be drawn-up in English language.

(ख) संविदा निम्नलिखित अधिनियमों सहित केवल कलक्टि उच्च न्यायालय के अधिकार-क्षेत्र के भीतर यथा लागू भारत के सभी सुसंगत अधिनियमों द्वारा शासित होगी :
(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 :

1. संविदा अधिनियम (भारत),1872
   The Contract Act (India), 1872.

2. महापत्तन न्याय अधिनियम,1963

3. कर्मकार प्रतिकार अधिनियम,1923
   The Workmen’s Compensation Act, 1923.

4. न्यूनतम मजदूरी अधिनियम,1948

5. ठेका श्रम (विनियमन और उत्तराधिकार) अधिनियम,1970
6. The Dock Workers’ Act, 1948


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.

4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
4.4 संवदाकार के सामान्य एवं विशेष शर्तों तथा परिमाण बिल में निर्दिष्ट रेखाचित्रों की दो प्रतियाँ इंजीनियर द्वारा बिना मूल्य ठेकेदारों को कार्य में उनके उपयोग के लिए प्रदान की जायेंगी परंतु वे न्यायसंदभ की संपत्ति बनी रहेंगी और इसलिए यदि वे कार्य-स्थल पर नियमित रूप से व्यवहार होने पर फट या विकृत न हो जाएं तो कार्य पूरा होने पर संवदाकार उन्हें इंजीनियर या उसके प्रतिनिधि को वापस कर देगा।

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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.

4.5 संवदाकार द्वारा अपेक्षित होने या कार्य के समृद्धि निष्पादन के लिए आवश्यक होने पर वह अपने खर्च पर कोई कार्य-संचालन या प्रगति-रेखाचित्र प्रमाणित एवं तैयार करेगा तथा उससे अपेक्षा किए जाने पर वह उसकी प्रतियाँ किसी मूल्य के बिना इंजीनियर को उसकी सूचना और या अनुमोदन के लिए देगा, परंतु इसका अर्थ किसी भी रूप में संवदाकार के दायित्व का इंजीनियर में अंतरण नहीं होगा।

The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor’s responsibility on the Engineer in any way whatsoever.

4.6 इंजीनियर की लिखित अनुमति के बिना संवदाकार संवदा या उसके किसी अंश को प्रयोक्ता या अप्रत्यक्ष रूप से अंतरित, सम्पूर्णता नहीं करेगा या उप-पहेल पर नहीं देगा। यदि ऐसी अनुमति दी भी गई हो तो संवदाकार - (क) किसी उप-संवदाकार, उसके एजेंटों, सेवकों या कर्मचारों द्वारा किए गए कार्य, चूक एवं उपेक्षा के लिए उसी प्रकार पूरी तरह उत्तरदायी होगा मानी जाएगा।
वे कार्य, चूक तथा उपेक्षा स्वयं संविदाकार या उसके एजेंटों, सेवकों या कर्मकारों द्वारा की गई हो तथा (ख)संविदा से संबंधित पूर्ण एवं समस्त दायित्व और उप-पदें पर दिए जाने के बावजूद उसके द्वारा किए जानेवाले कार्यों के संक्रिय अधीक्षण के लिए उत्तरदायी होगा, परंतु यह हमेशा कि “मारुनुपाती दर” पर अंतिमों की व्यवस्था को इस खंड के अंतर्गत उप-पदें पर दिया जाना नहीं समझा जाएगा।

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The Contractor shall not directly or indirectly transfer, assign or sublet theContract 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.

4.7 जब तक कि अन्यथा विनिर्देश न किया गया हो, संविदाकार की लिविडा/प्रस्ताव में निर्माण के लिए अवश्यक सभी संयंच, स्थायी तथा अस्थायी, दोनों प्रकार के कार्य के लिए अस्थायी कार्य-समापन प्राप्त करने, श्रमिक तथा उनके पर्यवेक्षण की व्यवस्था करने, कार्य में प्रत्युक्त होनेवाले माल को विकास, उत्पादन, बाड़ लगाने, पहरा देने, प्रकाश की व्यवस्था करने, समुचित प्राप्ति की रीति, कर एवं शुल्क के मुद्दतान सहित कार्य के निर्माण, स्थापना, समापन एवं अनुबंध के लिए अपेक्षित सभी प्रकार की अन्य वस्तु कार्य-स्थल तक लाने एवं ले जाने पर हुआ उसका खर्च शामिल समझा जाएगा।

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 works. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in contractors’ price is inclusive of all costs
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.

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.

Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme

4.8 संविदाकार कार्य-स्थल के सभी प्रचालनों तथा निर्माण पद्धतियों की पर्याप्तता, स्थायित्व तथा सुरक्षा के लिए अकेले ही उत्तरदायी होगा, याहे उसके लिए इंजीनियर या उसके प्रतिनिधिसे कोई पूर्व अनुमति ले लो गईं हो। संविदाकार, इंजीनियर द्वारा बनाए गए अस्थायी या स्थायी कार्य के डिजाइन या विशेष विवरण की सत्यता के लिए उत्तरदायी नहीं होगा; परन्तु संविदाकार उसके सही कार्यान्वयन तथा संविदाकार द्वारा तैयार किए गए, प्रस्तावित/विवहित किसी डिजाइन एवं विशेष विवरण के लिए पूर्णत: उत्तरदायी होगा।

Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.

4.9 इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षा किए जाने पर संविदाकार उसके समक्ष (क) कार्य के निष्पादन के लिए योजना (ख) प्रस्तावित प्रक्रिया और कार्य पद्धति (ग) संयंच, उपकरण, श्रमिक, सामग्री तथा अस्थायी कार्य के प्रस्तावित परियोजन के ब्योरे प्रस्तुत करेगा। ऐसी किसी योजना या विवरण पर इंजीनियर या उसके प्रतिनिधि का अनुदेश और /या अनुमोदन संविदाकार को संविदा के अधीन उसकी किन्हीं बाध्यता से मुक्त नहीं करेगा।

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.

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

4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of 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

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.

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.
4.14 संविदाकार अपने खर्च पर न्यासी मंडल के या इतर ऐसे कार्यक्रमों या संरचनाओं या सेवाओं का संरक्षण एवं संभरण तथा सभी पूर्वपापय करेगा जिन्हें रोका गया हो या जो प्रभावित या अस्त-व्यस्त या संकटपूर्वक हुआ हो तथा उपर्युक्त संपत्तियों संरचनाओं एवं सेवाओं और/या संविदाकार के कामगारों सहित किन्हीं व्यक्ति को कार्य के निष्पादन एवं अनुरक्षण के संबंध में संविदाकार द्वारा की गई क्षति, हानि या नुसार के लिए दावा के प्रति न्यासी मंडल की शर्मिद्ध करेगा और उन्हें शर्मिद्धित रखेगा। संविदाकार द्वारा ती गई बीमा सुरक्षा की, यदि कोई हो, लागत की प्रतिपूर्ति, संविदा में अन्यथा अनुबंधित के सिवाय, न्यासी मंडल द्वारा नहीं की जाएगी।

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The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.

4.15 यदि कार्यस्थल पर किसी जीवाश्र, सिक्के, भूवैज्ञानिक या पुरातात्त्विक महत्व के अन्य अवशेष या वस्तु का पता लगता है तो वे न्यासी मंडल की संपत्ति बनी रहेंगे और संविदाकार उनके बारे में तत्काल इंजीनियर के प्रतिनिधियों को सूचित करेगा और अपने कामगारों द्वारा उन्हें नुसार पहुंचाए जाने से उनकी रक्षा करेगा तथा इंजीनियर के प्रतिनिधियों के अनुदेश के अनुसार न्यासी मंडल के खर्च पर उनका नियन्त्रण करने की व्यवस्था करेगा।

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.

Fossils, Treasure travois, etc. are Trustees’ property
which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees’ expense as per the instruction of the Engineer’s Representative.

4.16 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 road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(k) Any other claim for loss, damage, etc.
(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.

(४) संविदाकार के संयंग एवं सामग्री के परिवहन के दौरान जलपथ का प्रदूषित होना तथा नदी, जलपाश, सी-वाल या जलपथ से संबंधित अन्य संरचना का क्षतिग्रस्त होना।

(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.

(च) कार्य-स्थल पर या उसके नजदीक न्यासी मंडल की अनुमति से और उनकी जानकारी में नियुक्त न्यासी मंडल और अन्य एजेंसियों के कामगारों को इंजीनियर या उसके प्रतिनिधि के निदेशानुसार सभी युक्तियुक्त सुबिधाएं तथा आवास उपलब्ध कराने में संविदाकार दूरारा चूक किया जाना।

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

4.17 संविदा की शर्तों के अनुसार किसी संपूर्ण, भवन या संरचना को जिराने पर प्राप्त ममता और सामग्री न्यासी मंडल की संपत्ति होगी।

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

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4.18 संविदाकार दूरारा कोट की गई दरों में निम्नलिखित शामिल समझें जाएंगी: The Contractor's quoted rates shall be deemed to have been inclusive of the following:

(क) कार्य स्थल को अनावश्यक अवरोध से मुक्त रखना तथा कार्य-स्थल से निर्माण संयंग के भ्रमावशेष, कूड़ा-करकट, अतिरिक्त मिट्टि या अनापेक्षित अन्य अस्थायी निर्माण हटाना।

(a) Keeping the site free of unnecessary obstruction and removal of constructional plant wreckage, rubbish, surplus earth 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.

(g) 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.

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.

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 particulars of the works without the prior authority of the Engineer in writing.

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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.

The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.

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.

Contractor to provide facilities to outsiders
The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.

Preliminary time to commence work and maintenance of steady rate of progress

5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.

Contractor's site office

5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not
execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustee's system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.

5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.

5.5 Unless stipulated otherwise in the contract all materials, 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.

5.6 जब भी अपेक्षित हो, संविदाकार की लागत पर नमूना तैयार किया जाएगा तथा इंजीनियर या उसके प्रतिनिधि के समक्ष अनुमोदन हेतु पेश किया जाएगा।

Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.

5.7 जबतक संविदा में अन्यथा अनुसार नहीं हो तबतक कार्य में परिनियोजित किसी सामग्री या शिल्प की बाबत इंजीनियर या उसके प्रतिनिधि द्वारा अपेक्षित किसी जांच के खर्च का वहन संविदाकार द्वारा किया जाएगा।

Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.

5.8 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 samples to Engineer or his representative, whenever required to do so, all at the Contractor's cost.

(b) The Contractor shall account for and look after the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:

Works
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.

(ख) न्यायसी मंडल की सामग्री का अभिरक्षक होने के नाते संविदाकार को
जारी की गई किसी सामग्री के लिए वह एकमात्र उत्तरदायी बना रहेगा
tथा “अपवादित जोखिम” से भिन्न किसी कारण से उन्हें होनेवाली किसी
हानि या क्षति के लिए संविदाकार, इंजीनियर द्वारा विनिर्देशक किए गए
रूप में न्यायसी मंडल की पूर्ति करेगा और किसी भी स्तर पर लिखित रूप में
उसकी अनुमति के बिना ऐसी किसी सामग्री को कार्यस्थल से नहीं हटाएगा
या हटवाएगा।

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(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.

(ग) साधारणतः न्यायसी मंडल की सामग्री की आपूर्ति चरणों में और कार्य
की प्रगति-दर के अनुसार पंतु इंजीनियर द्वारा यथानिरीत कार्य के
समापन-समय के उपयुक्त विस्तार की स्वीकृति के सिवाय की जाएगी।
संविदाकार, न्यायसी मंडल की सामग्री उसे आपूर्ति किए जाने में
hोनेवाली किसी देंदे के लिए किसी अन्य प्रतिकार, आर्थिक या अन्यथा, का
हकदार नहीं होंगा। तथापि, संविदाकार समय-समय पर इंजीनियर को ऐसी
सामग्री की अपनी अपेक्षा के बारे में संयुक्त करेगा।

(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
nyasii mandal ki samagri ki aapurti me deri hone par, sambidakar ka kewal karya ke
samapan-samay ke visartr ka hakdar hona

Delay in supply of Trustees’ materials will
only entitle the Contractor for extension of


Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.

(ग) जबतक संविदा में अन्यथा अनुबद्ध न किया गया हो तबतक संविदाकार को जारी की गई न्यासी मंडल की सामग्री के मूल्य की वसूली संविदाकार के भिन्न और/या उसकी किसी अन्य देयराशियों से आनुक्रमिक रुप से कार्य में उसके उपभोग के अनुसार प्रतिनिधि द्वारा निर्णयत रूप में तथा संविदा में अनुबद्ध दरदरों पर की जाएगी। संविदाकार द्वारा केवल अपनी संविदा/प्रस्ताव तैयार करते समय इन दरों पर विचार किया जाएगा और यदि भविष्य में इंजीनियर के लिखित आदेश पर संविदाकार से ऐसी सामग्री की खरीद करने एवं प्रदान करने की अपेक्षा की जाती है जिसकी समय पर आपूर्ति करने में वह विफल रहता है तो ये उसमें वृद्धिपरिवर्तन किए जाने का आधार होगी।

(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.

(ढ) यदि इंजीनियर यह तय करता है कि संविदाकार की उपेक्षा के कारण संविदाकार को जारी की गई न्यासी मंडल की कोई सामग्री (i) खो या क्षतिग्रस्त हो जाती है, (ii) आवश्यकता से अधिक उपभोग की जाती है तथा (iii) संविदाकार द्वारा सामान्य बर्बादी से अधिक बर्बाद की जाती है तो उसके मूल्य की वसूलीनिम्नलिखित में से जो भी अधिक हो उसपर 19 1/4 जोड़कर,संविदाकार के बिल से या उसको देय अन्य राशियों से की जाएगी -

(1) न्यासी मंडल के भंडार को जारी सामग्री की दर एवं
(2) इंजीनियर द्वारा यथानिर्दिष्टता जारी किए जाने की तारीख को सामग्री का बाजार मूल्य।
(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 ¾% extra over the higher one of the followings -

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

Recovery from Contractor for Trustees' materials under other circumstances.

5.9 इंजीनियर या उसके प्रतिनिधि को किसी सामग्री या कार्य को किसी भी समय निरीक्षण करने और किसी भी समय निम्नलिखित आदेश देने की शक्ति होगी -(i) किसी ऐसी सामग्री को कार्य-स्थल से हटाने का, जो उसकी राय में संविदा या इंजीनियर या उसके प्रतिनिधि के अनुदेश के अनुसार नहीं है, (ii) समुचित और उपयुक्त सामग्री को प्रतिस्थापित करने का, या (iii) किसी कार्य के निवारण या समुचित निष्पादन का, जो सामग्री एवं कार्यरतों की बाबत संविदा या इंजीनियर के अनुदेश के अनुसार नहीं है। संविदा कार ऐसे आदेश का अनुपालन अपने खर्च पर और आदेश में अनुबंध समय के भीतर करेगा। यदि संविदाकार इसका अनुपालन करने में चुका करता है तो इंजीनियर ऐसी किसी सामग्री का निपटान करने तथा संविदाकार को 7 दिन की पूर्व नोटिस लिखित रूप में देने के बाद संविदाकार की जोखिम एवं खर्च पर किसी बाहरी एजेंसी को नियुक्त कर न्यासी मंडल की सुविधानुसार किसी कार्य को फिर से कराने के लिए स्वतंत्र होगा।

The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time - (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the Contractor to replace materials / work not acceptable to the Engineer or his Representative.
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.

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

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5.11 इंजीनियर या उसके प्रतिनिधि के लिखित आदेश पर संविदाकार कार्य को तबतक रोककर या लंबित रखेगा जबतक उसे कार्य-निष्पादन दुर्बारा आरंभ करने का लिखित आदेश प्राप्त न हो जाए। इस प्रकार के रूप में संविदाकार कार्य को इंजीनियर या उसके प्रतिनिधि की तुल्यता के अनुसार सुरक्षित और संरक्षित रखेगा. ऐसे आदेश को प्रभावी करने पर हुए अतिरिक्त त्योहार पर न्यासी मंडल दुर्बारा विचार किया जाएगा जबतक ऐसा आस्थागत रहे उसके प्रति हाथ आदेश प्राप्त न हो।

(क) संविदा में अन्यथा उपबंधित न हो, या
(ख) संविदाकार की ओर से कुछ कमियों के कारण आवश्यक न हो, या
(ग) कार्य-स्थल पर जलवायु-संबंधी स्थिति के कारण आवश्यक न हो, या
(घ) कार्य के समुचित निष्पादन या कार्य या उसके किसी अंश की सुरक्षा हेतु आवश्यक न हो।

इंजीनियर ऐसे अतिरिक्त भुगतान का निष्पादन और निर्धारण और/या संविदाकार को अनुज्ञत समापन-आवधि का ऐसा विस्तार करेगा जो इंजीनियर की राय में उचित एवं युक्तियुक्त हो तथा वह अंतिम और संविदाकार पर बाध्यकारी होगा।

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 -
(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 यदि कार्य आरंभ होने के पहले या बाद में न्यासी मंडल संविदागत पूरे कार्य की अपेक्षा नहीं करते हैं तो इंजीनियर लिखित रूप में उसकी सूचना संविदाकार को देगा और संविदाकार उसके अनुपालन में आगे कार्य को रोक देगा। संविदाकार अपने लाभ या कार्य के ऐसे अपरिपक्व स्थान या मूल विनिर्देश, आरेखन, डिजाइन एवं अनुदेश में इंजीनियर द्वारा किए गए किसी परिवर्तन के कारण मूल आश्चर्य कार्य में कटौती मद्दे किसी क्षतिपूर्ति लिए कोई दावा करने का हकदार नहीं होगा।

5.12 जब संपूर्ण कार्य इंजीनियर की तुल्य के अनुरूप पूरा हो जाता है और कार्य पूर्ण करने संविदा में विहित किसी अंतिम जांच में पास हो जाता है तब संविदाकार अपना आवेदन इंजीनियर को दिए जाने के 21 दिनों के भीतर उससे इसके प्रमाण-पत्र- जी.सी.1
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.

No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere 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.

48 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
Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded
above and prior to such signature. If the Contractor or his
Agent fails to participate even after 3 days written notice
from the Engineer's Representative, the measurement shall
be taken ex-parte by the Engineer's Representative and
those shall be accepted by the Contractor.

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.

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 of a nature which will not fall into disrepair.

Advance payment against Non-perishable materials
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,
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) सामग्री के उपभोग पर उपभोग की मात्रा के आधार पर संविदाकार के बिलों या अन्य देयराशियों से अधिग्रहण राशि उत्तराधोस वसूलीयोग्य होगी। अधिक की पूरी वसूली के बाद न्यायी मंडल की ओर से इंजीनियर द्वारा सम्पूर्ण रूप से हस्तांतरित उप-खंड (v) एवं (vi) में यथार्थता की प्रतिपत्ति बंधन / बैंक गारंटी संविदाकार को वापस कर दी जाएगी।

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

Recovery for wrong and over payment

6.8 विवाद के कारण या अन्यथा या अंतरिम या अंतिम भुगतान में न्यासी मंडल की ओर से हुई किसी देरी के लिए या अन्यथा न्यासी मंडल से संविदाकार को देय हो सकते/सेवे किसी धन या शेष राशि या बैंक गारंटी की बाबत किसी स्तर पर ब्याज के लिए कोई दावा संविदाकार को अनुजेय या देय नहीं होगा।

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 फेरफार और इसका मूल्यांकन

VARIATION AND ITS VALUATION:

7.1 विवाद के परिमाण बिल में उपवर्गित परिमाण को कार्य का अनुमालित निविदा के परिमाण माना जाएगा और उसे संविदाकार द्वारा संविदा के अधीन निविदा के परिमाण बिल में उसकी बाध्यता की पूर्ति में उसके द्वारा निष्पादित किए जाने वाले कार्य का वास्तविक एवं सही परिमाण कभी नहीं समझा जाएगा।

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.

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The quantities in Bill of Quantities of Tender

7.2 इंजीनियर को कार्य या उसके किसी अंश के परिमाण, गुणवत्ता या रूप में ऐसा फेरफार करने के लिए संविदाकार को लिखित रूप में आदेश देने की शक्ति होगी जो उसकी राय में आवश्यक हो तथा संविदाकार ऐसे आदेश की प्राप्ति पर निम्नानुसार कार्य करेगा:

The Engineer shall have the power to order the Contractor in writing to make any variation of the कार्य में फेरफार करने की इंजीनियर की शक्ति

Engineer's power to vary
quantity, quality or form of the works or any part thereof the works that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

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7.2 (क) संविदा में शामिल किसी कार्य के परिमाण को बढ़ा या घटा सकता है।
(a) Increase or decrease the quantity of any work included in the contract.

(ख) संविदा में शामिल किसी कार्य को छोड़ सकता है
(b) Omit any work included in the contract.

(ग) संविदा में शामिल किसी कार्य की प्रकृति, गुणवत्ता या प्रकार में परिवर्तन कर सकता है।
(c) Change the Character or quality or kind of any work included in the contract.

(घ) कार्य के किसी अंश के स्तर,पद्धति,स्थिति एवं आयाम में परिवर्तन कर सकता है।
(d) Change the levels, lines, position and dimensions of any part of the work, and

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(ङ) कार्य को पूर्ण करने के लिए आवश्यक अंश एवं किसी प्रकार का अतिरिक्त कार्य निष्पादित कर सकता है।
(e) Execute extra and additional work of any kind necessary for completion of the works.

7.3 ऐसा फेरफार किसी भी प्रकार से संविदा को निष्फल या अवैध नहीं करेगा या उसे संविदा का प्रतिसंहारण नहीं माना जाएगा परंतु इंजीनियर के एकमात्र विशेष अनुसार मूल्यांकित ऐसे सभी फेरफार पर विचार किया जाएगा तथा संविदा मूल्य में तदनुसार फेरफार किया जाएगा।
No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the Variation by engineer do not vitiate the
value (if any) of all such variations evaluated in accordance with the Engineer’s sole decision shall be taken into account and the contract price shall be varied accordingly.

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work 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 (क) संविदाकार तबतक अधिक या अतिरिक्त कार्य के लिए कोई दावा करने का हकदार नहीं होगा जबतक वे इंजीनियर के लिखित आदेश के अधीन न किए गए हों।

(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.

(ख) इंजीनियर के आदेश से किए गए किसी अधिक कार्य या छोड़े गए कार्य की बाबत निविदा में उल्लिखित राशि में जोड़ी जाने वाली या कटौती की जाने वाली राशि का (यदि कोई हो) अवधारण एकमात्र इंजीनियर करेगा।

(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
(ग) इंजीनियर के आदेश से किए गए सभी अधिक, अतिरिक्त या प्रतिस्थापित कार्य या छोड़ दिए गए कार्य का मूल्यांकन संविधा में उपवर्गित मूल्य के आधार पर, यदि इंजीनियर की राय में वह लागू हो, किया जाएगा। यदि संविधा में अधिक, अतिरिक्त या प्रतिस्थापित कार्य पर सीधे लागू कोई दर या मूल्य अंतरिक्ष नहीं रहता है तो इंजीनियर स्वीकृत संविदागत प्रतिशत पर, यदि कोई हो, सम्पूर्ण रूप से ध्यान देते हुए ल्यासी मंडल द्वारा अंगीकृत दर-आनुसूची के (लिविदा स्वीकार करने के समय प्रभुत्त अधिभाष सहित) यदि कोई हो, आधार पर उपयुक्त दरों के बारे में निर्णय ने सकता है। अन्य मामलों में इंजीनियर अकेले अपने द्वारा उद्धर एवं सुचित्युक्त समझे गए रूप में उपयुक्त दर अवधारित करेगा तथा उसका विनिश्चय अंतिम,बाध्यकारी एवं निश्चितक होगा।

(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.

(घ) यदि संपूर्ण संविदागत कार्य या उसके किसी अंश की प्रकृति या मात्रा के सापेक्ष किसी लोप या परिवर्धन की प्रकृति या मात्रा ऐसी हो जिससे इंजीनियर की राय में कार्य की किसी मद के लिए संविधा में अंतरिक्ष मूल्य की दर या इस खंड के उप-खंड (ख) एवं (ग) के अधीन यथा मूल्यांकित दर ऐसे लोप या परिवर्धन के कारण अनुचित या अप्रयोज्त हो जाए तो इंजीनियर ऐसी दर या मूल्य नियत करेगा जैसा वह उद्धर समझे तथा इंजीनियर का विनिश्चय अंतिम,बाध्यकारी एवं निश्चितक होगा।

(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 समापन समय में विलंब/उसका विस्तार/परिनिर्धारित नुकसानी / संविदा की समाप्ति

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

8.1 यदि किसी प्रकार के अधिक या अतिरिक्त कार्य या संविदा के अनुसार आपूर्ति की जानेवाली न्यायी मंडल की सामग्री की विलंबित उपलब्धता या अपवादिक रूप से प्रतिकूल मौसमी स्थिति एवं प्राकृतिक घटना या हड़ताल, तामाबंदी, सिविल अशांति या संविदाकार के नियंत्रण से परे किसी प्रकार की अन्य विशेष परिस्थिति के कारण कार्य पूरा होने में विलंब होता है तो उक्त कारण के घटित होने के 7 दिनों के भीतर संविदाकार समापन समय के उपयुक्त विस्तार के लिए लिखित रूप में इंजीनियर के पास आवेदन देगा और तब इंजीनियर कारण कणों पर उस रीति से विचार करेगा जैसा आवश्यक समझा जाए तथा या तो आवेदन को खारिज करेगा या अवधारित करेगा एवं संविदाकार पर 58
“परिनिर्धारित नुकसानी” खंड ( इसकी सं. 8.3) के अधिरोपण सहित या उसके बिना कार्य पूरा करने के लिए लिखित रूप में ऐसी विस्तार अधिरोपण अनुजात करेगा जैसा वह उचित समझे तथा उसका विनिश्चय अंतिम और संविदाकार पर बाध्यकारी होगा। यदि परिनिर्धारित नुकसानी अधिरोपित किए बिना इंजीनियर द्वारा समापन-समय का विस्तार मंजूर किया जाता है तो यथा उपयुक्त जबतक कि इंजीनियर द्वारा संसूचित विनिश्चय में अनुच्छेद कारण न किया गया हो, विस्तारित समय के भीतर कार्य पूरा न होने की स्थिति में खंड सं. 8.3 में यथावर्णित परिनिर्धारित नुकसानी इसकी समाप्ति की तरीक़े से लागू होगी।

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

Extension of completion time
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.

8.2 (क) यदि संविदाकार अनुबंध तारीख के भीतर या इंजीनियर द्वारा लिखित रूप में व्याख्यात उसके विस्तार तक कार्य को पूरा करने में चूक करता है तो संविदाकार दंड के रूप में नहीं बल्कि क्षतिपूर्ति (परिनिर्धारित नुकसान) के रूप में न्यायी मंडल को कार्य अपूर्ण रहनेवाले प्रत्येक सप्ताह या उसके भाग के लिए निविदा/प्रस्ताव संबंधी स्वीकृति पत्र में यथाउमिलिखित कार्य के कुल मूल्य के ½% (आधे प्रतिशत) का भुगतान करेगा। परंतु यह हमेशा कि ऐसी क्षतिपूर्ति की राशि कार्य के उक्त मूल्य के 10% से अधिक नहीं होगी। परिनिर्धारित नुकसान की राशि का अवधारण इंजीनियर द्वारा किया जाएगा जो अंतिम और बाध्यकारी होगा।

(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.
(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 from there after giving him a minimum 3 days' notice in writing, due to occurrence of Default of the Contractors remedies & powers/ Termination of
any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:

(i) संविदाकार ने संविदा का परित्याग कर दिया है।
The Contractor has abandoned the contract.

(ii) इंजीनियर की राय में या तो कार्य की प्रगति संतोषजनक नहीं है या संविदाकार की वुड़ी के कारण सहमत अवधि के भीतर कार्य के पूरा होने की संभावना नहीं है।
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) संविदाकार कार्य आरंभ करने में विफल रहा है या इन परिस्थितियों में उसने किसी विधिपूर्ण कारण के बिना "इंजीनियर या उसके प्रतिनिधि" से कार्य आगे बढ़ाने की लिखित नोटिस प्राप्त करने के बावजूद कम से कम 15 दिन तक कार्य को स्थगित रखा है।
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) इन परिस्थितियों में इंजीनियर या उसके प्रतिनिधि से किन्ही सामग्री या कार्य की भूलत्संख्या किए जाने एवं उसे खर्च किए जाने संबंधी लिखित नोटिस प्राप्त करने के 7 दिनों के बाद भी संविदाकार कार्यस्थल से उकत सामग्री को हटाने या उसे गिराने या ध्वस्त करने एवं कार्य को प्रस्तापित करने में चूक करता है।
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 to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjudged insolvent or enters 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 in accordance with the contract.

8.3.3 Upon termination of contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer’s decision in all such case shall be
final, binding and conclusive.

8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

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

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

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION

10.1
कार्य चालू रहने के दौरान या पूर्ण होने के बाद एवं संविदा के अवधारण, परित्याग या त्याग होने के पहले या बाद या कार्य या कार्य के निर्माण में प्रयुक्त सामग्री के बारे में सभी विवाद, मामले, दावे, मांग या प्रश्न में इंजीनियर का विनिश्चय अंतिम एवं संविदा के सभी पक्षों पर बाध्यकारी होगा तथा संविदाकार द्वारा इसे तुरंत प्रभावी किया जाएगा।

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.

10.2 यदि संविदाकार इंजीनियर के ऐसे किसी विनिश्चय से असंतुष्ट होता है तो वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के भीतर यह अपेक्षा करेगा कि उक्त मामला अध्यक्ष को निर्दिष्ट किया जाए जो उसपर विचार एवं विनिश्चय करेगा।

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

10.3 तथा, यदि संविदाकार अध्यक्ष के विनिश्चय से असंतुष्ट होता है तो माध्यमस्थ का अधिनियम वह ऐसे विनिश्चय की नोटिस प्राप्त करने के बाद 15 दिनों के भीतर यह अपेक्षा करेगा कि लिखित रूप में उसकी नोटिस के 60 दिनों के भीतर अध्यक्ष, ज्यादा संिदेख द्वारा इस प्रयोजनार्थ अनुरक्षित किए जानेवाले मध्यस्थों के पैनल से एक मध्यस्थ को मामला विनिश्चित करे और ऐसे किसी निर्देश को भारतीय माध्यमस्थ अधिनियम 1940 या उसके किसी कानूनी उपांतरण के अर्थान्तर माध्यमस्थ के समक्ष
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.

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.

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.

The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian
The 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 माध्यमम् का स्थान माध्यम के एकमात्र विवेकाधिकार से यथा नियत कलकता या हलदिया होगा। ऐसे प्रत्येक या किसी निर्देश पर क्रमशः निर्देश एवं पंचाट के अनुरोधी कोई खच माध्यम के विवेकानुसार किया जाएगा जो उसकी राशि या जिसके द्वारा और जिसे एवं जिस रीति से उसका वहन एवं भुगतान किया जाएगा, उसे अवधारित कर सकेगा।

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 माध्यम का पंचाट भारतीय माध्यमम अधिनियमम, 1940 या उसके किसी संशोधन के उपबंध के अधीन सभी पक्षकारों पर अंतिम एवं बाध्यकारी होगा। माध्यम विवाद की प्रत्येक गद और प्रत्येक पक्षकार द्वारा उसे निर्देशित संबंधित दावे की बाबत पृथक पंचाट देगा तथा पंचाट देने के कारण का उलेख करेगा।

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 माध्यम संविदा के सभी पक्षकारों के दावों पर संबंधित संविदा की सीमा एवं शर्तों के भीतर ही विचार करेगा।

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 संविदा में अन्यथा उपबंधित के सिवाय तत्सम क्षैत्त माध्यम अधिनियमम, 1940 और उसके अधीन बनाए गए नियमों के उपबंध इस खंड
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.

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.

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.

GC/जीसी - 27

[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.

[०] अध्यक्ष / न्यायाधीश मंडल को इसमें इसके ऊपर के चौंक 10.3 के
अनुसार अपने एकमात्र विवेकाधीकार से संबंधित कोई
निर्देश किए बिना नए मंडलों का नाम जोड़कर और/या
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.
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.

निविदा की कुल राशि प्रस्ताव में उक्तखित नहीं किया जाए
THE TOTAL AMOUNT OF TENDER Rs. NOT TO BE QUOTED IN COVER I OFFER

कृपया मनी/हमें कार्य की शुरुआत के लिए आवश्यक सामग्री की व्यवस्था करने और खरीद करने हेतु निविदा की स्वीकृति की तारीख से ___________ दिनों / महीनों के प्रारंभिक समय की आवश्यकता है।
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.

मैं/हम न्याय से मंडल के न्यायाधीश (वित्त), एचडीसी के पास ________________ की रसीद सं-_________ द्वारा बयाना राशि जमा की है।
I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. ___________________________ of __________________________ as Earnest Money.

मैं / हम इस बात से सहमत हैं कि स्वीकृति के लिए निविदा खुली रहने की अवधि चार महीने से कम नहीं होगी।
I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

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दिनांक/Date: (मुहर सहित बोली लगानेवाले के हस्ताक्षर/Signature of Bidder with Seal)

साक्षी/WITNESS:

हस्ताक्षर/Signature: बोली लगानेवाले का नाम/Name of the Bidder :

नाम/Name (स्पष्ट अक्षरों में) पता/Address :

Name(In Block Letters):

पता/Address:

पेशा/Occupation:

कोलकाता पट्टन न्यास / KOLKATA PORT TRUST

हल्दिया गोदाम परिसर / HALDIA DOCK COMPLEX

प्रस्तुत / FORM जी-सी. / G.C.-1

संविदाकार / Contractor---------------------------------------------------------------

पता / Address------------------------------------------------------------------------

कार्य पूर्ण करने की तारीख / Date of completion :

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प्रिय महोदय / Dear sir(s),

यह प्रमाणित किया जाता है कि निम्नलिखित कार्य, यथा :-

This is to certify that the following work viz :-

कार्य का नाम/ Name of work : .................................................................

.................................................................
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 .
कोलकाता पत्तन न्यास / KOLKATA PORT TRUST

हल्दिया गोदाम परिसर / HALDIA DOCK COMPLEX

प्रक्रिया/FORM जी. सी./G.C.-2

अंतिम कार्य-पूर्णता प्रमाणपत्र/Certificate of Final Completion

वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी/The Financial Adviser & Chief Accounts Officer

प्रबंधक(वित्त), हल्दिया गोदाम परिसर/The Manager (Finance), Haldia Dock Complex.

यह प्रमाणित किया जाता है कि निम्नलिखित कार्य यथा :-
This is to certify that the following work viz:-

कार्य का नाम/ Name of work : .................................................................

प्राकल्प सं. /Estimate No. ई.ई.ओ./ E.E.O............................................दिनांक/ dt.................................

    सी.ई.ओ/ C.E.O--------------------------दिनांक/ dt.................................

कार्य आदेश सं./Work Order No.............................................................

संविदा सं./Contract No. ......................

संकल्प एवं बैठक सं. / Resolution & Meeting No. ......................

आवंटन/Allocation : .....................

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जो श्री/मेसर्स --------------- द्वारा किया गया, वह संविदा की शर्तों के अनुसार अब हर तरह से पूर्ण है और यह कि संविदाकार द्वारा संविदा के अधीन सभी बाध्यताओं को पूरा किया गया है।
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.

हस्ताक्षर/Signature……………………………………
(इंजीनियर/इंजीनियर के प्रतिनिधि/ENGINEER/ENGINEER’S REPRESENTATIVE)

नाम/NAME……………………………………

पदनाम / DESIGNATION……………………………………

कार्यालय की मुहर/OFFICE SEAL

कोलकाता पत्तन न्यास/KOLKATA PORT TRUST

हल्दिया गोदाम परिसर /HALDIA DOCK COMPLEX

प्रकृत/FORM जी-सी./G.C.-3

(NO CLAIM’ CERTIFICATE FROM CONTRACTOR)
(संवदाकार का ‘कोई दावा नहीं’ प्रमाणपत्र)

प्रबंधक / The Manager (आई एंड सीएफ / I&CF)

हल्दिया गोदाम परिसर / Haldia Dock Complex

कोलकाता पत्तन न्यास / Calcutta Port Trust

हल्दिया / Haldia.

(ध्यानार्थ / Atten:________________________)

प्रिय महोदय / Dear Sir,

मैं / हम एतुदवारा घोषित करता हूँ / करते हैं कि मैंने / हमने निम्नलिखित कार्य के निर्माण के लिए कोलकाता पत्तन न्यास से पूरा और अंतिम भुगतान प्राप्त किया है:—

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:—

कार्य का नाम / Name of work:

कार्य आदेश सं. / Work Order No :-

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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 office 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. Ukkt niwadha/prastav and niwadha/prastav kii steekrochtii
ii. Rekachit
iii. Sambha kii saamany shart
iv. Sambha kii viresh shart (yadi koe hoi)
v. Niwada kii shart
vi. Vindeshan
vii. Parimanya Bil
viii. Sabhi pagraa var jinko devar apaasii sahmati s e kisi bii rup mea Sambha meh Parivartan, Samsrodhan, feerfakr ya upantaran kiyaa jataa hai.
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.

The Seal of

-------------------------------------------------------------------------------------------------------------
was hereunto affixed in the presence of:

नाम/Name : - ..............................................................................................................

पता/Address : .............................................................................................................

या
उक्त
द्वारा
nimnabhairat ki upasthitam harsatalakritam, muharband evam pradatt:
OR
SIGNED, SEALED AND DELIVERED
By the said .....................................................................................................................
In the presence of:

नाम/ Name :- ..............................................................................................................

पता/Address:............................................................................................................. :

न्यासी मंडल की सामान्य मुद्रा निम्नलिखित की उपस्थिति में इस पर अंकित की गईः
The Common Seal of the Trustees was hereunto affixed in the presence of:

नाम / Name :- ..............................................................................................................

पता / Address :........................................................................................................... :-

संदभ/Ref. ----------------------------- बैंक गारंटी सं./Bank Guarantee No.------------------

81
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 ------------------ (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.---------(Rupees only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/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 EMPLOYER 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 of 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 ................. 20 .......... at ....................
The Principal intends to award, under laid down organizational procedures, contract/s for ............... The Principal values full compliances with all relevant laws
of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

अतः अब

NOW, THEREFORE,

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/equipment at a competitive price in conformity with the defined specifications/scope of work by avoiding the high cost and the distortionary impact of corruption on such work/procurement/disposal and Enabling BIDDERs/CONTRACTORs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.
(1) प्रिंसिपल, भष्ट्टाचार को रोकने और निम्नलिखित सिद्धांतों का पालन करने हेतु आवश्यक कदम उठाने के लिए प्रतिबद्ध हैः

The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

क. प्रिंसिपल का कोई भी कर्मचारी, व्यक्तिगत रूप से या परिवार के सदस्यों के जरिए निविदा के लिए या किसी संविदा के निष्पादन हेतु अपनी स्वयं या किसी अन्य पक्ष के लिए किसी ऐसी सामग्री या अनावश्यक हितलाभ की मांग नहीं करेगा, उसके लिए वचन नहीं लेगा या उसे स्वीकार नहीं करेगा जिसका वह विधिक रूप से हकदार नहीं है।

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.

ख. प्रिंसिपल, निविदा प्रक्रिया के दौरान सभी बोली लगानेवाले (लोग) से निष्पादन और युक्तियुक्त व्यवहार करेगा। प्रिंसिपल, विशेष रूप से, निविदा प्रक्रिया के दौरान और उससे पहले सभी बोली लगानेवाले(लोग) को समान जानकारी प्रदान करेगा और किसी बोली लगानेवाले(लोग) को ऐसी गोपनीय/अतिरिक्त जानकारी प्रदान नहीं करेगा जिसके जरिए बोली लगानेवाले(लोग) निविदा प्रक्रिया या संविदा के निष्पादन के संबंध में लाभ प्राप्त कर सकें।

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.

g. प्रिंसिपल सभी जात पूर्वांगहरूस्त व्यक्तियों को उक्त प्रक्रिया से बाहर कर देगा।

c. The Principal will exclude from the process all known prejudiced persons.

(2) यदि प्रिंसिपल को अपने किसी कर्मचारी के ऐसे आचरण के संबंध में जानकारी प्राप्त होती है जो भारतीय दंड संहिता (आईपीसी) / भष्ट्टाचार निवारण (पीसी) अधिनियम के अंतर्गत एक दंडक अपराध है या यदि इस संबंध में कोई पर्याप्त संदेह होता है, तो प्रिंसिपल, मुख्य सत्तार अधिकारी को सूचित करेगा और इसके अतिरिक्त अनुशासनात्मक कार्यवाही शुरू कर सकता है।

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

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.
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). बोली लगानेवाला(ले)/संविदाकार(गण) अन्य व्यक्तियों को उपरिवर्तित अपराध करने के लिए नहीं उकसाएगा /उकसाएंगे या ऐसे अपराध करने में सहायक नहीं होगा/होंगे।

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
Disqualification from tender process and exclusion from future

Contracts

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

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.
The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.

(2) यदि बोली लगानेवाला इस विषय पर गलत विवरण देता है, तो उसे निविदा प्रक्रिया से निरहित किया जा सकता है या उसपर ऐसी कार्रवाई की जा सकती है जो उचित समझी जाए।

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

खंड/Section 6- सभी बोली लगानेवालों/संविदाकारों/उप-संविदाकारों के साथ समान व्यवहार

**Equal treatment of all Bidders/Contractors/Sub-Contractors**

(1) बोली लगानेवालों/ संविदाकारों से इस सत्यनिष्ठा समझौते के अनुरूप वचनबंधन की मांग करने और संविदा हस्ताक्षरित करने से पहले प्रिन्सिपल के समक्ष उसे प्रस्तुत करने का वचनबंध करता है/करते हैं।

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) प्रिन्सिपल सभी बोली लगानेवालों, संविदाकारों और उप-संविदाकारों के साथ इसी तरह की समान शर्तें पर करार करेगा।

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

(3) प्रिन्सिपल ऐसे सभी बोली लगानेवालों को निविदा प्रक्रिया से निरहित करेगा जो इस समझौते पर हस्ताक्षर नहीं करते हैं या इसके प्रावधानों का अतिक्रमण करते हैं।

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

खंड/Section 7- अतिक्रमणकर्ता बोली लगानेवालों(लों)/संविदाकार(रों)/उप-संविदाकार(रों) के विरुद्ध अन्य विधिक कार्रवाई

**Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)**

इस सत्यनिष्ठा समझौते में अनुबंध कार्रवाई ऐसी किसी अन्य विधिक कार्रवाई पर प्रतिकूल प्रभाव डाले बिना हैं जो किसी सिविल या डांडी कार्यवाही से संबंधित प्रवृत्त दर्शान्वित विधि के उपबंधों के अनुसार की जा सकती है।
The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

खंड/Section 8 - **स्वतंत्र बाहरी मानीटर (आईईएम) की भूमिका**

**Role of Independent External Monitor(IEM):**

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.

(3) बोली लगानेवाला(ले)/संविदाकार(गण) स्वीकार करता है/करते हैं कि मॉनीटर को बोली लगानेवाला/संविदाकार द्वारा उपलब्ध कराए गए दस्तावेजों सहित प्रिसिपल के सभी संविदा दस्तावेजों तक निवेदन के विना पहुँच का अधिकार है। बोली लगानेवाला/संविदाकार मॉनीटर को भी उसके अनुरोध और वैध हित के प्रदर्शन पर अपनी संविदा दस्तावेज तक, यदि कोई हो, अनिवार्य और अशर्त पहुँच की स्वीकृति देगा। यह उप-ठेकेदारों के लिए भी लागू है। मॉनीटर, बोली लगानेवाला/ संविदाकार/उप-संविदाकार (यह जानकारी और दस्तावेजों की संचालन मानने के लिए संविदागत दायित्व के अधीन होगा।
(e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(०) प्रिसिपल/नियोक्ता पक्षकारों के बीच होनेवाली संविदा से संबंधित सभी बैठकों के बारे में मॉनीटर को पर्याप्त जानकारी प्रदान करेगा, बशर्ते ऐसी बैठकों का प्रभाव प्रिसिपल और संविदाकार के बीच संविदागत संबंधों पर पड़े। पक्षकार मॉनीटर को ऐसी बैठकों में भाग लेने का विकल्प प्रदान करते हैं।

(f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(१) मॉनीटर प्रिसिपल/नियोक्ता/बाली लगानेवाले/संविदाकार द्वारा उसे दिए गए निर्देश या सूचना की तारीख से 8 से 10 सप्ताह के भीतर प्रिसिपल/नियोक्ता/ कोलकाता पत्तन न्याय के मुख्य सत्ताकार अधिकारी द्वारा नामनिर्देश भ्रष्टाचारी को एक उक्तित रिपोर्ट प्रस्तुत करेगा और प्रयोजन होने पर समर्पणमक स्थिति को सुधारने के लिए प्रस्ताव प्रस्तुत करेगा। बाली लगानेवाला/संविदाकार इस समझौते के प्रयोजनार्थ नियुक्त स्वतंत्र बाहरी मॉनीटर(री) से संपर्क कर सकता है।

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(३) जैसे ही मॉनीटर को इस कार्य का अतिक्रमण दिखाई देता है या दिखाई देने का विश्वास होता है, वह प्रिसिपल के प्रबंधन को उसकी सूचना देगा और प्रबंधन से समाप्त करने या सुधारात्मक कार्रवाई करने या अन्य सुसंगत कार्रवाई करने का अनुरोध करेगा। इस संबंध में मॉनीटर गैर- बाध्यकारी सिफारिशें प्रस्तुत कर सकता है। इससे पहले, मॉनीटर को पक्षकारों से यह मांग करने का कोई अधिकार नहीं है कि वे किसी विशेष तरीके से कार्य करें, कार्रवाई से विरत रहें या कार्रवाई होने दें।
(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word ‘Monitor’ would include both singular and plural.

खंड/Section 9 - अन्वेषण की सुविधा/Facilitation of Investigation:

इस समझौते के किसी प्रवाह या कमीशन के भुगतान के अतिक्रमण के किसी आरोप के मामले में प्रतिक्रिया/नियोजन तथा उसके अभिक्रिया बोली लगानेवाले/संविदाकार की लेखा-बहियाँ सहित उनके सभी दस्तावेजों की जांच करने के हकदार होंगे तथा बोली लगानेवाला/संविदाकार आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएगा एवं ऐसी जांच के प्रयोजनार्थ सभी संभव सहायता करेगा।

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
**Section 10 - Pact Duration:**

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

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

**Section 11 - Other Provisions:**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

2. Changes and supplements as well as termination notices need to be made in writing in English.

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

4. If this contract is terminated for any reason, the Contractor must pay back all the funds received, in full, as agreed in the contract.
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.

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(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) ..........................................................
...........................................................................
...........................................................................

Guidelines for Indian Agents of Foreign Suppliers

1.1 All Indian agents for the purpose of the aforesaid agents of foreign suppliers shall be registered. Whoever makes an application for registration in the form of a registered agent shall be subject to the conditions of registration.
There shall be compulsory registration of Indian agents of Foreign suppliers for all Tenders. An agent who is not registered with KoPT shall apply for registration in the prescribed Application-Form.

1.2 केओपीटी द्वारा आदेश दिए जाने के पूर्व रजिस्ट्रेशन के एजेंट प्रिसिपल द्वारा प्रदत्त ऐसे प्रमाणपत्र की एक प्रमाणित फोटोस्टेट प्रति (नोटरी पब्लिक द्वारा समायक रूप से प्रमाणित)/मूल प्रति फाइल करेगा जो एजेंट करार की पुष्टि करता हो एवं एजेंट द्वारा उपभोग की जानेवाली हैसियत उसे प्रदान करता हो तथा प्रिसिपल द्वारा एजेंट को प्रदान किए जानेवाले कमीशन/पारिश्रमिक/ वेतन/प्रतिचारण-शुल्क की पुष्टि करता हो।

Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by KoPT.

1.3 जहां भारतीय प्रतिनिधि अपने प्रिसिपल की ओर से सूचित करता है और विदेशी पार्टियों यह कहते हैं कि वे भारतीय एजेंटों को कोई कमीशन नहीं देते तो भारतीय प्रतिनिधि वेतन के आधार पर कार्य कर रहा है तो आदेश को अंतिम रूप देने के पूर्व पक्षकार(यानी प्रिसिपल) द्वारा इस आशय का एक लिखित घोषणा-पत्र प्रस्तुत किया जाना चाहिए।

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 भारत में एजेंटों / प्रतिनिधियों के विवरण का, यदि कोई हो, प्रकटीकरण

DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

2.1 विदेशी राष्ट्रीयता के निवासियों अपने प्रस्ताव में निम्नलिखित विवरण प्रस्तुत करेंगे:

Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 भारत में एजेंटों / प्रतिनिधियों के,यदि कोई हों, नाम और पते तथा प्रिसिपल के साथ अभिबंधन के लिए दिए गए प्राप्तिकरण और प्राप्तिकरण की सीमा। यदि एजेंट / प्रतिनिधि कोई विदेशी कंपनी हो, तो यह पुष्टि की जाए कि वह वास्तविक सार्वजनिक कंपनी है और उसके व्योरे प्रस्तुत किए जाएंगे।
The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 भारत में ऐसे एजेंट/प्रतिनिधियों के लिए उत्क्षिप्त मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 निविदाकर्ता का इस आशय का पुष्टीकरण कि भारत में उसके एजेंट/प्रतिनिधियों को देय कमीशन/पारिश्रमिक का, यदि कोई हो, भुगतान के/पीपीटी द्वारा केवल भारतीय रुपयों में किया जाए।

Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by KoPT in Indian Rupees only.

2.2 भारतीय राष्ट्रीयता के निविदाकर्ता अपने प्रस्तावों में मिम्नालिखित विवरण प्रस्तुत करेंगे:

Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 निविदाकर्ता की राष्ट्रीयता और उनकी स्थिति निर्दिष्ट करते हुए यानी क्या वे राष्ट्रीय का प्राधिकार-पत्र धारण करनेवाले निर्माता या निर्माता के एजेंट हैं जिसके द्वारा एजेंट को सीधे या एजेंट/प्रतिनिधियों के जरिए भारत में निविदा के प्रत्यूत्तर में प्रस्ताव प्रस्तुत करने के लिए विशेष रूप से प्राधिकृत किया गया है, उनके नाम और पते।

The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 निविदाकर्ता द्वारा स्वयं के लिए उत्क्षिप्त मूल्य में शामिल कमीशन/पारिश्रमिक की राशि।

The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 निविदाकर्ता के विदेशी प्रिसिपल का इस आशय का पुष्टीकरण कि उत्क्षिप्त मूल्य में निविदाकर्ता के लिए आरक्षित कमीशन /पारिश्रमिक का, यदि कोई हो, भुगतान भारत में के/पीपीटी द्वारा समतुल्य भारतीय रुपये में किया जाए।

Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by KoPT in India in equivalent Indian Rupees.
2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.