

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
१५, स्ट्रैंड रोड, कोलकाता - ७००००१
15, Strand Road, Kolkata – 700001

NIT No.:KOPT/KDS/CIV/T/2283/34 Dt.13.06.2018

NOTE: Last Date of download of tender documents :
25.06.2018 (up to 13:00 Hours)

Tender is due for submission by 1:00 P.M. **On 25.06.2018**

Techno Commercial Bid

*Tender for “ Procurement of Furnitures at Estate Division, KDS in connection with
contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC ”*

Dated :

15, Strand Road,
Kolkata- 700 001

A.K. Jain
Chief Engineer

Sealed tenders are invited from resourceful, experienced and bonafide authorized dealers of **M/s Godrej & Boyce Mfg. Co. Ltd** for the subject work as per following Prequalification Criteria on **Item rate basis** on estimated rates / amount (as shown in Bill of Quantities) in accordance with this Notice Inviting Tender, the General Conditions of Contract, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

Prequalification Criteria:

1. A) Tenderers are limited to **authorized dealers of M/s Godrej & Boyce Mfg. Co. Ltd**. Work experience, as any non authorized dealer of M/s Godrej & Boyce Mfg. Co. shall not be considered as the requisite qualification..
2. Each tenderer shall have to deposit a sum of **45400 (Rupees Forty Five Thousand Four Hundred only)** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order drawn** in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata **without which no tender will be considered**. The Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Only those tenders submitted along with the Earnest Money shall be opened.
3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer without **interest**, after the selection of a successful tenderer and in the case of the successful tenderer this amount will be adjusted against the **Security Deposit (if any)**. If any tenderer withdraws his tender before **4 (four) months** from the date of opening of the tender (techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.
4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.
5. Materials, except departmental materials if any, required for the work shall be procured and supplied by the successful tenderer and shall be of the best and approved quality and should comply with the relevant **IS Codes / BIFMA standards, be ISO certified** or comply with any other relevant Specifications/standards. They must also have Warranty Certificates / Insurance Certificates /Green card Assurance as applicable. The departmental materials if any, will be supplied to the successful tenderer at free of cost but the successful tenderer shall have to procure the said departmental materials from the departmental store / yard at his own cost including supply of labours ,vehicles, loading, unloading all complete.
6. The tenderer shall include in their prices sums payable as Taxes **i.e. the rate should be inclusive of all statutory levies but excluding the GST** (which is to be paid extra). The cost of delivery and installation of the same has to be included within the quoted amount. No extra payments for the same will be made.
7. Regarding Taxes and Duties the same will be observed/implemented as per KoPT Guidelines/Special Conditions of Contract. However payment to the contractor for work will be made as per provision made in Preamble to the Bill of Quantities of Price Bid.
8. All intending tenderer at the time of tender shall submit necessary documents regarding their registration to ESI & EPF (if applicable), failing which their tender would liable to be cancelled.
9. **The tenderer shall submit certified copy of the GST Certificates and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q.**

10. The successful tenderer shall be required to execute a **Contract Agreement** to be prepared in the form annexed to the **General Conditions of Contract** together with such modifications as may be necessary within a month from the date of placement of Work Order. He is required to submit **6 (six)** Copies of all documents, correspondence and connected papers etc., as detailed in the **Form of Contract Agreement** prepared on **Non-Judicial Stamped Paper** of requisite denominations all at his own cost.

11. The tenders [**Both Techno Commercial Bid & Price Bid**] shall be submitted in sealed covers superscribed the name of work to the **Chief Engineer's Office, Kolkata Port Trust, 15, Strand Road, Kolkata- 700 001(India)** by **1 P.M. on 25.06.2018**. After that no tender will be accepted.

12. (a) Among the duly submitted proper tenders in which only **Techno Commercial Bid** would be opened at the office of the undersigned shortly after **3 P.M. 25.06.2018**. Date of opening of the **Price Bid** of the Prequalified bidder will be intimated later on. If any tenderer or his duly authorised representative wishes to be present at the time of opening of the tenders, he may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the tenders may be submitted by **3 P.M.** on next working day to be opened shortly thereafter.

(b) Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through website **www.kolkataporttrust.gov.in** .

13. The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

14. Tenderer who will submit the tender getting down loaded from the Web site of Kolkata Port Trust. In that case the bidding party shall have to pay the amount of **Rs. 590/-** [Non-refundable] towards the cost of bid document which includes **GST @18%**. by draft or Bankers' Cheque drawn in favour of "**KOLKATA PORT TRUST**" at the time of submission of tender documents.

15. The tender shall be submitted in one sealed envelope superscribing the name of the work which shall **contain three sealed envelopes, Marked –A, Marked-B and Marked -C** stating clearly in the top envelope that envelope contains three envelopes **Marked –A, B and C** separately in sealed condition.

16. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

17. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action**.

18. Once a Bid is submitted, it will not be allowed to be revised. Further the Bidder/ Tenderer should not have been blacklisted / debarred from participating in Tenders in any State / Central Govt Deoartments or Autonomous Bodies or Universities / Educational Institutions or PSUs. A declaration in this regard may be submitted.

19. "Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)/under MSME are exempted from depositing Cost of Tender Document and Earnest Money.

20. If Micro & Small Enterprises (MSEs) registered with NSIC/under MSME intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. **Otherwise their offer will not be considered.** Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be submitted along with bid.

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The sealed envelope Marked – A shall contain:

a) Demand Draft/Pay Order against Earnest Money Deposit in original and TR/ Money Receipt /Demand Draft/Pay Order towards cost of tender documents.

And

b) If downloaded from Website, Demand Draft / Pay Order against Earnest Money Deposit in original and Demand Draft/ Pay Order towards cost of tender documents.

Or,

c) Copy of valid & up-to-date certificate & supporting documents as per clause no.22 above.

The sealed envelope Marked – B [Techno-commercial Bid] shall contain:

- a) The Techno commercial Bid duly signed and sealed on every page.
- b) The General Conditions of Contract of KoPT duly signed and sealed on every page.
- c) Certified copies of the documents in support of experience/performance certificate/credential of works as stated in Pre-Qualification criteria vide Cl.No.1 (A) above.
- d) Certified copies of PAN Card.
- e) Certified copies of Certificates for GST Registration No.
- f) Certified copies of E.P.F. Registration No.
- g) Copy of valid trade license.
- h) P. Tax Certificate and recent / updated payment challan

The Sealed envelope Marked-C [Price Bid] shall contain:

- a) Preamble to Bill of Quantities
- b) The Bill of Quantities duly filled in.
- c) The **Form of Tender** duly filled in as enclosed in the tender document.
- d) All the pages of Price Bid should be duly signed and sealed.

Enclo: Instructions to Tenderer, Scope of Work &
Special Conditions of Contract

} **Techno Commercial Bid**

Preamble to Bill of Quantities and Bill of Quantities,
Form of Tender.

} **Price Bid**

A. K. Jain
Chief Engineer

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सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT

Tender for “ Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC ”

INSTRUCTION TO TENDERERS

1. The subject work is required to be carried out with proper supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions and Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; **Special Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supersede **General Specification**.
2. The tenderers shall inspect the site and its neighbourhood and acquaint themselves with actual working condition. Accessibility of the site including parking space, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Superintending Engineer (Kol)** at his office at **15, Strand Road, Kolkata - 700 001** during office hours.
3. Tenderers' attention is drawn to **Clause 3.4** of the **General Conditions of Contract of KoPT** regarding **Earnest Money** prescribed in the tender and **Clause 8.0** regarding **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract**.
4. The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender (techno-commercial bid).
5. The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole during execution of work.
6. The tenderer is to work out his rates **as item rate basis** taking into account the full details of works.
7. The tenderer must fill in the **Form of Tender**.

8. Taxes and Duties:

The prices quoted shall be including all statutory levies excluding GST which will be paid extra.

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and

that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.”

9. Working Period:

Normally the supply and installations of the Furnitures is to be carried out during working hours preferably from 9.00AM to 6.00P.M. But as the subject work is urgent in nature, the work may be carried out round the clock if necessary. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours to expedite the progress of the work if permitted by **Competent Authority**, without any extra cost to the Trustees. The tenderer should include in his rates the cost, if any, involved on those accounts.

10. Time of Completion:

The work is required to be completed within **03 (Three) weeks** from the date of placement of Work order/ LOI.

11. Escalation:

No escalation variations on the prices of **labour, materials and POL** will be entertained and thus the rate should be quoted with due consideration of the same.

12. Suspension of Work / Idle time:

The matter shall be decided by the **Clauses** as stipulated in **General Conditions of Contract vide** Clause No.5.11 and other relevant Clauses in this respect. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees.

13. Water

The Contractor/Bidder will arrange for supply of water for construction/installation purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the existing water line of the Trustees at a point near the site of work.

14. Power Supply

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect.

Charges for consumption of substantial amount of power (if any) shall be recovered from the Contractor's Bill at the rates of KoPT as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

15. On A/C. Payments for measurement work:

50% Advance Payment of the amount put to Tender / total billed value / quoted amount and rest 50% amount is to be paid after the delivery of the specified Furnitures as mentioned in the BOQ of the Price Bid. Due consideration is to be given to the GST as applicable.

16. If there is any disparity between the quoted rate in item and the Tender Amount, the rate quoted in item shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this rate with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

17. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be rejected.

18. The work is to be carried out without causing any hindrance to the running of the office work.

19. Bidder shall not use 'White Ink' for correction at any place of the tender paper.

20. Non-conformation to the instruction at Point No. 22 above shall be treated as non-responsive and hence, may disqualify the tender.

21. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria (Prequalification criteria) as defined in clause no.1 above.

22. Clarification of Bids:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

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

23.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.

23.2 If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.

23.3 Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be submitted along with bid.

कोलकाता पोर्ट ट्रस्ट

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

Tender for “ Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC name of work ”

Scope of Work

The work comprises of Supplying and Installation of Office Furniture of Godrej Make that includes Tables, Chairs and Storage Cabinets as per specifications as set forth in the Bill of Quantities, including all appurtenant works, additional or varied works which may thereafter be required in accordance with for successful execution of the work. It is to be understood that the work is required to be completed in a time bound manner. **The successful bidder / contractor is required to supply and install the furnitures in a parallel manner and supply a bigger lot of furniture if carried out in phases to avoid any unnecessary delay.** The Original receivers copy along with the Warranty Certificates / Insurance Certificates / Green Assurance Cards etc are to be handed over just after finishing the task pertaining to supplying and installation of required furnitures.

All supplies are to be guaranteed against manufacturing defects and must be replaced at supplier's cost. Removal and replacement of Goods will be suppliers responsibility and at the suppliers cost. Also the quoted rates include delivery and installation of Furnitures. No extra payment to be made for it.

The intending tenderer shall inspect the site of work in consultation with **Superintending Engineer (Kol)** and acquaint him with the nature of work before preparing his tender. He is also accordingly advised to make a note of the location and ensure timely delivery of the Furnitures. His attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

Unless otherwise specified, the work to be provided for by the contractor / Bidder shall include but not be limited to the following:-

- a) Supply and Install all Furnitures including Tables, Chairs, Storage Cabinets, provide supervision, services and other tools and plants for installation, transportation, temporary lighting as required for safety and work purposes etc.
- b) Prepare and submit/inform for review and assessment to the Engineer how the work is actually going to be done.
- c) The Contractor/ Bidder shall at all times carry out work in a manner creating least interference to existing services while consistent with the satisfactory execution of the same. The Contractor shall execute the work in accordance with the direction of the Engineer-In-Charge and maintain during the execution of the work, a passage for traffic along a part of the existing carriage way.

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CIVIL ENGINEERING DEPARTMENT

SPECIAL CONDITIONS OF CONTRACT**1) General :**

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition), ISO Certifications or BIFMA standards (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Condition of Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, drawing, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

2) Project Information:

i) Owner:	KOLKATA PORT TRUST
ii) Title:	Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC
iii) Location:	6, Fairley Place, Kolkata - 700001
iv) Road access:	BBD Bag, Strand Road & BBD Bag Circular Railway

3). Work Site: The work site is located at 6, Fairley Place, Kolkata - 700001 of Kolkata Port Trust . Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Ssuperintending Engineer (Kol) at his office at 15, Strand Road, Kolkata - 700 001** in order to make the site inspection along with his representative.

3) Sufficiency of Tender:

i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates / Analysed Rates will prevail over the rate misprinted in B.O.Q.

iv) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.

4) Quality Control and Warranty:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor / Bidder will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work.

The quality control function shall include but not be limited to the following items.

- a) Successful Bidder shall ensure that the products have a manufacturer's written warranty for at least one (1) year from the date of delivery and assembly during which they should not have any deformation or deterioration.
- b) Bidders MUST UNDERTAKE to replace all manufacturer defects free of charge as per their terms and conditions of the warranty upon provision of notice to them, whether written or otherwise.
- c) Bidders to ensure that for supply of office furnitures that include chairs, Tables, storage cabinets etc, the materials / chair mechanism, gas lift and castors etc MUST meet BIFMA Standard, Green assurance cards, relevant ISO certifications or equivalent IS Codes pertaining to Quality for Office Furnitures where they exist. Bidders must attach documentary evidence that the consignment they intend to supply meets such standards.

5) Setting out of work and initial measurements

The Engineer shall provide the initial reference / Bench Mark as applicable for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for ascertaining the exact number of furnitures to be delivered at the Site. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

6) Method of Measurement:

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

7) Codes and Standards:

All works under this specification will be executed according to the spirit of this technical specification. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Standard (IS) Specifications / ISO Certifications / Business and Institutional Furniture Manufacturer's association (BIFMA) standards / Green Assurance Cards and International Code of Practice will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

8) Materials & Workmanship:

All materials (Furnitures and tools used for installation here), unless otherwise mentioned, shall have to be procured by the successful tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best if the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the engineer may direct at the place of

manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

9) Safety:

The contractor / Bidder shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property while delivering the Furnitures and subsequently installing the same. The Competent Authority shall not be held responsible for any untoward incident caused during supplying of the Furnitures to the required site by road / rail. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost. The Contractor shall provide lights and signals (if required) at his own cost. Lights shall be so placed or screened so as not to interfere with any navigational light or signal or other marking.

10) Programme and Progress:

The contractor shall submit a detailed programme of work within 7 [seven] days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

11) CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rates fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time.**

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures. **The contractor shall comply to the Employees' Bonus Rules and to pay Bonus once a year to his workmen accordingly, for which no extra payment shall be made to the contractor.**

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

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

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

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account. The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

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

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

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

12. COMPLIANCE WITH E.P.F & M. P. ACT, ESI Act 1948:

The successful contractor will have to comply with provision of EPF & MP Act –1952, ESI Act 1948 (along with amendments, if any), issued from time to time, if applicable.

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

13. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law.

14. Contractor to execute Contract Agreement:

The contractor after acceptance of his tender, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents, correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit (if applicable) for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Chief Engineer's Department and

the Estate Manager's Division while executing the works. The Superintending Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned representatives of the other concerned Departments/Divisions informed and/or posted with the programme contemplated with other departments. The Superintending Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Superintending Engineer should be informed promptly.

15. Discrepancies in Contract Documents:

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies; the **Specifications and Bill of Quantities** shall prevail over **signed drawings, Bill of Quantities** over the **Specifications, Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the Tenderer's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

16. Employment of Local Resources:

To an extent as far as possible, the contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

17. Calcutta Port Trust:

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**".

18. Workmen and Wages:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work.

19. Failure of Order Execution:

In case the vendor fails to carry out work as per directions of the authority or the conditions of the Tender Document, the order may be cancelled without incurring any liability to the Bidder. The Authority may impose fines in cases where it deems fit.

a. If a successful bidder after receiving the order fails to execute the order within stipulated period or does not fulfill any other terms and conditions in any respect, the Authority reserves the right to cancel the order unilaterally. In such case, EMD and/or SD (as applicable) may be forfeited and no claim what so ever will be entertained thereof.

b. Firms exempted from EMD but fail to execute the order within a stipulated period will have to pay an amount equivalent to the EMD.

c. Any loss to the organization on account of failure or order execution or damages borne due to use of substandard quality products may be borne by the bidder if so decided by the Competent Authority.

20. Materials and Testing:

The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser prior to the goods shipment. The Inspection and test certificates shall accompany the goods/invoice. The Furnitures supplied must meet BIFMA Standard, Green assurance cards, relevant ISO certifications or equivalent IS Codes pertaining to Quality for Office Furnitures. If deemed fit, Authority reserves the right to conduct tests at Site or send it to laboratory as directed by the Engineer and also has to deposit with the necessary laboratory charges for testing. Cost of such testing will be entirely borne by the contractor / Bidder unless otherwise stated in the B.O.Q. In the event of material being found substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost. the contractor /Bidder shall make his own arrangement for supplying all materials along with Test Equipments at site.

21. The work has to be carried out in an operational zone. The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

22. Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store /sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions /directions of Engineer-in-Charge and no extra cost will be entertained for this.

23. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside of operational buildings of KoPT the Contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

24. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer(Kol)** at his office at **15, Strand Road, Kolkata 700001** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

25. SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed as detailed in the Scope of Work & B.O.Q.

The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

26. TIME OF COMPLETION:

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **Three (03)** Weeks including preliminary time from the date of placement of work order.

27. Accessibility for Checking and Supervision.

The engaged Contractor is to provide necessary arrangement for free access to the KoPT officer's and personnel for supervision and checking of the subject work at his own cost.

28. PARTICULARS OF EXISTING WORKS:

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

29. HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

30. ON ACCOUNT PAYMENT:

50% Advance Payment of the amount put to Tender / total billed value / quoted amount and rest 50% amount is to be paid after the delivery of the specified Furnitures as mentioned in the BOQ of the Price Bid. Due consideration is to be given to the GST as applicable.

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

31. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

32. Pre-shipment Inspection, Packaging and Delivery

32.1 Pre-shipment Inspection: If felt as a requirement by the Authority, the goods shall inspected before shipment at the supplier's cost. Inspection of the goods before signing of the delivery notes will also be done by the recipient of the goods, at the point of delivery.

32.2 Packaging: The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

32.3 Delivery: Supply and delivery of Furniture and fittings must be delivered at 6, Fairley Place, Kolkata. Times Tower or any other place specified in the Local service order within the period indicated by the successful bidder(s) from the date of receiving the Work Order.

The goods will be ordered and delivered on need basis during the contact period.

33. SETTLEMENT OF DISPUTES:

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

34. Defect Liability Period:

The defect liability period for the work is **1 (One) year or the Manufacturer's Warranty / Insurance period whichever is higher** from the date of completion. During this period, if any defect arises the contractor is bound to repair / replace the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19¹/₄ % departmental charges will be recovered from the security deposit or any other dues of the contractor.

35. Measures against pollution: - The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

Photo copy of the following documents to be enclosed with the Tender:-

- i) GST registration certificate.
- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment chalan.
- iv) Certificate for Authorised Dealership of M/s Godrej and Boyce Mfg Ltd.
- v) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents/ NSIC Regn. Certificate
- vi) PAN Card.
- vii) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- viii) Self declaration of the Firm that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- ix) Self declaration regarding the proprietor /partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- x) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document, GCC, Addenda & Corrigendum.
- xi) The last page of “Bill of Quantities” & “Form of Tender” (without price quoted) shall be uploaded duly signed and stamped by the Bidder.

N. B.-1 The bidders will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N. B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

ANNEXURE –D1

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

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

Ref. No.....

Date

The Chief Engineer,
Kolkata Port Trust,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Addenda and Corrigendum, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Addenda and Corrigendum.

We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC, Addenda and Corrigendum.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
15, स्ट्रैंड रोड, कोलकाता -700001
15, Strand Road, Kolkata – 700001

NIT No.: KOPT/KDS/CIV/T/2283/34 Dt.13.06.2018

NOTE: Last Date of Download of tender documents :
25.06.2018(up to 13:00 Hours)

Tender is due for submission by 3:00 P.M. **on 25.06.2018**

PRICE BID

Tender for “ Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC ”

Dated :

15, Strand Road,
Kolkata- 700 001

A.K. Jain
Chief Engineer

कोलकाता पत्तन न्यास
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

PREAMBLE TO THE BILL OF QUANTITIES

Tender for Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
3. The Prices and rates entered by the tenderer in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the tenderer.
4. Where separate items such as mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
5. Without affecting the generality of the foregoing provisions, the Prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:
 1. The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 2. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
 3. Setting out including the location and preservation of survey markers, measurement and supervision.
 4. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
 5. All First Aid, Welfare and safety requirements.
 6. Damage caused to the works, plants, materials and consumable stores caused by weather.
 7. Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.
 8. The tenderer shall bear in mind that the work is purely urgent in nature and have to be carried out according to the necessity / requisition of the users, as and when required, during the period of the contract. The work relates to the supply and installation of Office Furnitures that include Chairs, Tables, Storage Cabinets etc at 6, Falirley Place, Kolkata - 700001.
 9. The quantities given in the Bill of Quantities are estimated only and are given to provide a basis for comparison of tenders. Payment to the Contractor shall be made on the basis of prices and rates quoted in the tender for measured quantities of the work done by him. It must be clearly understood that this is a item rate tender on estimated amount and not a lump sum one. The quantities of work required to be carried out by the tenderer may vary.
 10. The tenderer should be held responsible for the safe custody of materials, Furnitures, tools and other Machineries etc used for installation at site procured by him or issued to him by the Trustees.

कोलकाता पोर्ट ट्रस्ट
Kolkata Port Trust
सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT



Tender for “Procurement of Furnitures at Estate Division, KDS in connection with contriving Office space for Estate Division at 1st Floor Bay No.05 of CRDC”

BILL OF QUANTITIES

Sl. No	Description of Item	Quantity	Rate	Unit	Amount
1	Supplying and Installation of Officers Table. Godrej Make. Model - Enterprise 1350	8.00 No.		Each	
2	Supplying and Installation of Officers Chair. Godrej Make. Model - PCH 7001D	26.00 No.		Each	
3	Supplying and Installation of Staff Table. Godrej Make. Model - Trident Junior	13.00 No.		Each	
4	Supplying and Installation of Staff Chair. Godrej Make. Model - PCH 7001D	18.00 No.		Each	
5	Supplying and Installation of Court Room Table. Godrej Make. Model - Trident Senior	3.00 No.		Each	
6	Supplying and Installation of Visitors Chair. Godrej Make. Model - PCH 7004D	40.00 No.		Each	
7	Supplying and Installation of Storage Sliding. Godrej Make. Model - VSDU 8	8.00 No.		Each	
8	Supplying and Installation of Glass Door Storwel. Godrej Make.	12.00 No.		Each	
9	Supplying and Installation of Optimiser. Godrej Make. Model – 2 Bay Drive Type. SD 2, TD 2, LD 2, Pair of Rail 9’.	3.00 No.		Each	
Total					

Note: Rates to be Quoted w/o GST.

Furniture Specifications:

S.No	Item	Description	Pictorial Images for Illustration purpose only
1	Officers Table	Godrej Make. Model: Enterprise. Desk 2. Dimensions: 1350mm (W) x 750mm (D) x 728mm (H)	
2	Officers Chair	Godrej Make. Model: Regency PCH 7001D. Dimensions: 75 cm (W) x 75 cm (D) x 105.0 cm – 117.5 cm (H). Seat Height: 46.0 cm – 58.5 cm. High Back.	



3	Staff Table	Godrej Make. Model: Trident Junior. Dimensions: 1200 mm (W) x 600 mm (D) x 743 mm (H)	
4	Staff Chair	Godrej Godrej Make. Model: Regency PCH 7002D. Dimensions: 75 cm (W) x 75 cm (D) x 82.0 cm -94.5 cm (H). Seat Height: 46.0 cm – 58.5 cm. Mid Back.	

5	Court Room Table	Godrej Make. Model: Trident Senior. Executive Desk. Dimensions: 1804 mm (W) x 750 mm (D) x 750 mm (H)	
6	Visitors Chair	Godrej Make. Model: Regency PCH 7004D. Dimensions: 52.5 cm (W) x 63 cm (D) x 81.5 cm (H). Seat Height: 45 cm.	 
7	Storage	Godrej Make. Model: Sliding Door Unit. VSDU 8 (Glass Door). Dimensions: 900 mm (W) x 450 mm (D) x 1830 mm (H)	

8	Storage	Godrej Make. Model: Glass Door Storwel. Dimensions: 916 mm (W) x 486 mm (D) x 1981 mm (H)	
9	Storage	Godrej Make. Model: 2 Bay Drive Type Optimiser. Single Static Drive Cover Unit 2 Bay (SD 2) 457 mm (W), Twin Mobile Drive Unit 2 Bay (TD 2) 915 mm (W), Single Last Drive Unit 2 Bay (LD 2) 457 mm (W). Pair of Rail 9 Feet. Body Size : 1980 mm (H) x 915 mm (W) x 457 mm (D). Rail Channel c/c spacing 1194 mm	

C/O to next Page

B.. F. From pre- Page

Total Amount = Rs.

Tenderer to fill up the following [score out which is not applicable]

This is not required/applicable as the tender will be treated as Item Rate contract instead of percentage rate contract/tender,

Total Tendered Amount: Rs _____

Total tendered amount (in words.....

.....

[The prices quoted shall be including all statutory levies excluding GST which will be paid extra.]

Maximum number of workmen likely to be engaged in a days work..... numbers

Permanent Income Tax A/C.No... ..

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated above are to be carried over to Form of Tender attached]

कोलकाता पत्तन न्यास के न्यासी बोर्ड
THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

निविदा फार्म / FORM OF TENDER

CONTRACT NO._____.

The Chief Engineer
Kolkata Port Trust
Kolkata- 700001.

I/We
of

.....
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within 03 (Three) weeks (including preliminary time) 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 there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.

(Rupees in words)

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

I/We have deposited with KOLKATA PORT TRUST, a sum ofvide Pay Order/Demand Draft No.....dt1of.....(name of Bank) as Earnest Money.

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

Signature of Tenderer
(Seal of the Tenderer)

Witness :

(In BLOCK Letters)

Signature _____
Name _____
Address _____
Occupation _____

Signature _____
Name _____
Address _____
Occupation _____

Note: To be read and paid attention to relevant points in conjugation with the Techno Commercial Bid and Price Bid

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012]

GC - 2

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 Chairman
- 1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated. Engineer
- 1.5 "Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer's Representative
- 1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works". Works
- 1.7 "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 1.8 "Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities. Extra works and Excess works
- 1.9 "Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications / International Standard's Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification

GC - 3

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|------|---|------------------------------|
| 1.10 | “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. | Drawings |
| 1.11 | “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. | Contract |
| 1.12 | “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. | Constructional Plant |
| 1.13 | “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. | Site |
| 1.14 | “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. | Contract Price |
| 1.15 | “Month” means English Calendar Month. | Month |
| 1.16 | “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). | Excepted Risks |
| 1.17 | Word importing the singular only, also includes the plural and vice-versa where the context so requires. | Singular/
Plural |
| 1.18 | The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. | Headings/
Marginal Notes. |
| 1.19 | Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. | Cost |
| 2.0 | DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE. | |
| 2.1 | The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. | Engineer’s Authority |

GC - 4

2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative	GC - 5
2.3	<i>The Engineer shall have full power and authority:</i> <ul style="list-style-type: none"> 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. to alter or modify the specification of any material and workmanship and to inspect the work at any time. to order for any variation, alteration and modification of the work and for extra works. to issue certificates as per contract. to settle the claims & disputes of the Contractor and Trustees, as the first referee. 	Engineer's Power	
2.4	<i>The Engineer's Representative shall:</i> <ul style="list-style-type: none"> To grant extension of completion time. <ul style="list-style-type: none"> i) Watch and supervise the works. ii) Test and examine any material to be used or workmanship employed in connection with the work. iii) Have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard. iv) Take measurements of work done by the contractor for the purpose of payment or otherwise. v) Order demolition of defectively done work for its reconstruction all by the Contractor at his own expense. vi) Have powers to issue alteration order not implying modification of design and extension of completion time of the work and vii) Have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor. 	Power of Engineer's Representative.	
2.5	<i>Provided always that the Engineer's Representative shall have no power:</i> <ul style="list-style-type: none"> (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. 	Limitation of Engineer's Representative's Power	
2.6	Provided also as follows: <ul style="list-style-type: none"> (a) Failure of Engineer's Representative to disapprove any work or materials shall not 	Engineer's Overriding Power	

prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.

- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

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| 3.1 | The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration: | The tender must encompass all relevant aspects/ Issues. |
| (a) | The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. | Site & Local condition. |
| (b) | The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. | Drawing/ Specification/ Nature & extent of Work to be done. |
| GC - 6 | | |
| (c) | The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. | Accommodation for Contractor's men/materials. |
| (d) | The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. | Water for drinking etc. /Electrical power. |
| (e) | Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. | Payment of Taxes/duties and observance of all statutes. |
| (f) | Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. | Payment of Stamp Duty by the Contractor. |
| 3.2 | The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be | |

faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.

- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

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. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 25,000/-	Any tender priced up to Rs.5,00,000/-
B	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
C	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-

Tender with-

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

GC - 8

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

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be. S.D. for supply contracts to be deposited in advance.
- (i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage. No interest payable on E.M. /S.D
- 3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Mode of refund of S.D.

Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.

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

GC - 9

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

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

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts: Applicability of laws on the contract
- i) The Contract Act (India), 1872.
 - ii) The Major Port Trusts Act, 1963.
 - iii) The Workmen's Compensation Act, 1923.
 - iv) The Minimum Wages Act, 1948.
 - v) The Contract Labour (Regulation & Abolition) Act, 1970.
 - vi) The Dock Workers' Act, 1948.
 - vii) The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).

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| 4.2 | After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract. | Contractor to Execute Contract Agreement. |
| 4.3 | Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. | Interpretation of contract documents –Engineers' Power |
| GC - 10 | | |
| 4.4 | Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site. | All Drawings are Trustees' property. |
| 4.5 | The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever. | Contractor to prepare working / progress drawings |
| 4.6 | The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. | Contractor cannot sub-let the work |
| 4.7 | Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. | Contractors' price is inclusive of all costs |
| 4.8 | The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. | Contractor is responsible for all construction process, except for correctness of design and specification |

- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- formulated by the Engineer
Contractor to submit his programme of work

GC – 11

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

- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- Contractor to supervise the works
- 4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- Contractor to deploy qualified men and Engineer's power to remove Contractor's men
- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.
- Contractor is responsible for line, level, setting out etc.
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall 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
- Contractor is responsible to protect the work

(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.

GC – 12

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| 4.14 | The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. | Contractor is responsible for all damages to other structures / persons caused by him in executing the work. |
| 4.15 | The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. | Fossils, Treasure travois, etc. are Trustees' property |
| 4.16 | The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : | Contractor to Indemnify the Trustees against all claims for loss, damage, etc. |
| | (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work. | |
| | (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. | |
| | (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person. | |
| | (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work. | |
| | (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials. | |
| | (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work. | |
| 4.17 | Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. | Dismantled materials Trustees' property |

GC – 13

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following: Contractor's quoted rates/price must be all inclusive
- i) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
 - i) 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.
 - i) 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.
 - 7) 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.
 - 7) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor not to publish photograph or particulars of work

GC – 14

- 4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his Contractor to provide facilities

- representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. Trustees' lien on Contractor's Plant & Equipment.
- 5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. Preliminary time to commence work an maintenance of steady rate of progress
- 5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. Contractor's site office
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Trustees' working hours
- 5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. Contractor to supply all materials as per requirement of the Engineer or his representative
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective Materials & Works

GC – 15

kinds to the satisfaction of the Engineer.

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

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

- 5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :

❖ The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative. The Contractor shall account for and look after the Trustees' materials

❖ Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing. Contractor to compensate for loss and damage to Trustees' materials

(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work

GC – 16

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after Recovery from Contractor for Trustees' materials under other

adding 19 ¼% extra over the higher one of the followings -

circumstances.

- (a) The issue rate of the materials at the Trustees' Stores and
- (b) The market price of the material on the date of issue as would be determined by the Engineer.

- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days. Contractor to replace materials/work not acceptable to the Engineer or his Representative
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

GC – 17

- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is – Contractor to suspend work on Order from Engineer or his Representative
- 5) Otherwise provided for in the contract, or
 - 6) Necessary by reason of some default on the part of the contractor, or
 - 7) Necessary by reason of climatic conditions on the site, or
 - 8) 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. If at any time before or after commencement of the work the Trustees do

- 1 not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
 - 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned. Completion Certificate G.C.1.
- GC – 18
- 6.0 TERMS OF PAYMENT:
 - 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
 - 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
 - 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance. Limitation for on account payment
 - 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Recording of measurements

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.

GC – 19

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) The materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
 - the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
 - a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's 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,
 - 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,

GC – 20

- 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.
- 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.

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| 6.7 | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should over certify for payment or the Trustees should over-pay the Contractor on any account. | Recovery for wrong and over payment |
| 6.8 | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to Contractor |
| 7.0 | VARIATION AND ITS VALUATION: | |
| 7.1 | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract. | Quantities in Bill of Quantities of Tender |
| 7.2 | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows: | Engineer's power to vary the works |

GC – 21

- 7.2
- Increase or decrease the quantity of any work included in the contract.
 - Omit any work included in the contract.
 - Change the Character or quality or kind of any work included in the contract.
 - Change the levels, lines, position and dimensions of any part of the work, and
 - Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. Variation by engineer do not vitiate the contract
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed
- 7.5 4.0 The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may 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.

GC – 22

- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part

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

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

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. 'Liquidated Damage' and other compensation due to Trustees

GC – 23

- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer,

the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days' notice in writing has been given to the Contractor by the Engineer or his Representative.

- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive:
- Default of the Contractors remedies & powers/Termination of Contract.
- 1 The Contractor has abandoned the contract.
 - 2 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.
 - 3 The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
 - 4 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.
 - 5 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.
 - 6 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.
 - 7 The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either
 - 8 Compulsory or voluntary.

GC – 24

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that

would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.

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

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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.

Contractor's obligation for maintenance of work.

GC – 25

9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working 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.

Certificate of final completion

9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting 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

Refund of Security Deposit

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

GC - 26

- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of

disputes and respective claim referred to him by each party and give reason for the award.

- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
 - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

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

