

BID DOCUMENT

FOR THE

GLOBAL TENDER

FOR

HIRING OF ONE NO. PILOT LAUNCH

BY

KOLKATA PORT TRUST

TENDER NO. MRN/NC/335/HIRE(LNCH)/2015.

ISSUED BY

DIRECTOR MARINE DEPARTMENT

KOLKATA PORT TRUST

15, STRAND ROAD

KOLKATA-700001

NOVEMBER -2015

TENDER NOTICE

TENDER NO. MRN/NC/335/HIRE(LNCH)/2015.

Kolkata Port Trust intends to hire one Steel hulled Pilot Launch, registered under MS Class or under I.V. Class with dispensation to ply up to 12 NM from nearest coast line at Sagar Island round the year with experienced manning and to carry out all such duties that the launch is designed for and capable of performing within the jurisdiction of Kolkata Port Trust for a period of five years.

ESTIMATED VALUE OF THE TENDER FOR FIVE YEARS IS Rs. 3200 LAKH. PQ CRITERIA HAS BEEN DRAWN ON ONE YEAR'S ESTIMATED VALUE OF Rs.640 LAKH.

Applications are invited for the above work from reputed, bonafide and resourceful Fleet owners / Fleet Managers / Operators who meet the following pre-qualification criteria:-

1. The firm must have experience and capability in supplying successfully one MS Class or I.V. Class vessel with experienced manning. Performance certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility.

2. The firm must have experience of having successfully completed similar works of supplying successfully one MS class or I.V. Class vessel with experience manning during the last 7 years up to October 2015 which should be in the following manner:-

a) 3 (three) similar completed works costing not less than Rs.256 lakh each;

Or

b) 2 (two) similar completed works costing not less than Rs.320 lakh each;

Or

c) 1 (one) similar completed works costing not less than Rs.512 lakh

“Similar Work” means supplying successfully at least one MS class / I.V. Class vessel.

3. The average annual financial turnover of the firm during the last 3 years ending March, 2015 should be at least Rs. 192 lakh.

4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2012-13, 2013-14, 2014-15), Master Roll, Current P.F. statement, E.S.I. documents etc. The firm should also submit documents in support of compliance of Minimum Wage Act.

TENDER AUTHORITY :

Director, Marine Department,
 Kolkata Port Trust.,15, Strand Road,Kolkata-700 001,
 Phone:033-2230-3451-Extn:375,Telefax:-033-2230-3214
 Fax No: 033-2230-4901 E-mail: calport@kopt.in
 Website: www.kolkataporttrust.gov.in

Sale of Bid document from	From 23.11.2015
Pre -Bid meeting	At 1500 hrs. on 14.12.2015 in Kolkata Office of Director, Marine Department at 15, Strand Road, Kolkata - 700 001.
Close of sale of bid document	Upto 1200 hrs. on 28.12.2015
Last date and time of receipt of tender	Upto 1400 hrs. on 28.12.2015
Due date and time of opening of tender	At 1500 hrs. on 28.12.2015 in the room of Director, Marine Department at 15, Strand Road, Kolkata - 700 001.
Cost of Bid document	Rs. 5000/ (Rupees Five thousand only)
Earnest Money Deposit	Rs.42 lakh (Rupees forty two Lakh only) .
Estimated value of the tender	Rs. 3200 Lakh
Period of contract	The contract will be for a period of five years.

1.0 INSTRUCTIONS TO THE BIDDERS

- 1.1 Applications with supporting documents for the Tender shall be addressed to Director ,Marine Department, Kolkata Port Trust and submitted to the Office of the Superintendent, New Constructions, Marine Department, 15, Strand Road, Kolkata-700 001.
- 1.2 Application should reach within the specified date and time of submission after which no application will be accepted. Kolkata Port Trust will not be responsible in any way for postal delay.
- 1.3 Mere issuance of Tender document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 1.4 In case there is an unscheduled Holiday / Bundh / Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.
- 1.5 Tender papers (Non-transferable) will be available from the office of Superintendent, New Constructions, Marine Department(Addressed to Director, Marine Department), 15, Strand Road, Kolkata-700 001 on submission of Rs.5000/- (Rupees Five Thousand only) in cash or Demand Draft payable to “Kolkata Port Trust”. The tender paper may also be downloaded from KoPT website: www.kolkataporttrust.gov.in. and Central Public Procurement Portal www.eprocure.gov.in. Parties downloading the tender paper from KoPT's website and C.P.P. Portal should ensure submission of Original Demand Draft/Banker's Cheque/Pay Order payable to “Kolkata Port Trust” for an amount of Rs.5000/- (Rupees Five Thousand only) being the cost of Tender document, failing which the tender will not be considered.
- 1.6 **EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing cost of tender document. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.
- 1.7 Kolkata Port Trust reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 1.8 While evaluating tenders, regard would be paid to National Defence and security consideration.
- 1.9 Further amendments, if any, would also appear in the same website.

- 1.10 Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless the same is notified by KoPT.
- 1.11 The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.
- 1.12 Tenders not accompanied with EMD in Original Bank Draft/ Bankers cheque/Pay Order are liable for rejection.
- 1.13 The Bid Document issued to the Bidder is not transferable.
- 1.14 Bid Document shall remain the property of Kolkata Port Trust. One Bid Document to be retained by the bidder.
- 1.15 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 1.16 The work to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in clause 1.18 below.
- 1.17 The Bidders shall specially undertake to keep his offer valid for acceptance upto 180 days from the date of opening of Techno-Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.
- 1.18 If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

**The Director Marine Department, Kolkata Port Trust, 15, Strand Road,
Kolkata-700 001.**
- 1.19 The bidders may please note that Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this

Bid. Bidders are also requested not to depute any of their personnel or agent to visit Kolkata Port Trust's Offices for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

- 1.20 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.
- 1.21 The General Conditions of Contract of Kolkata Port shall be applicable wherever relevant. The GCC may be downloaded from KoPT website, "Homepage → Rule and Regulations → Non Service Regulations"

2.0 INSTRUCTIONS FOR FILLING UP THE BIDS

- 2.1 The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by Kolkata Port Trust.
- 2.2 The Bid any annotations or accompanying documentation shall be in English language only and in metric system.
- 2.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.
- 2.4 Each page of the submitted 'Bid document' shall be signed by a duly authorized officer and in case of a Corporation; same shall be sealed with the corporate seal or otherwise appropriately executed under seal.
- 2.5 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 2.6 The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or inter lineation.
- 2.7 Bidders should indicate at the time of quoting against this bid their full postal and fax/E-mail address.
- 2.8 Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amounts quoted in words shall be deemed to be the correct amount.
- 2.9 Price Bids, containing any sort of qualifying expression will be rejected. Use of white ink and double writing in price bid is liable to be rejected.

- 2.10 Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by Kolkata Port Trust in writing to the bidder.
- 2.11 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of Tender that should Kolkata Port Trust deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by KoPT, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust.
- 2.12 Director, Marine Department, Kolkata Port Trust or his representative may convene meeting with the bidders with seven days prior notice which the bidders will have to attend, failing which, decisions of the Director, Marine Department taken unilaterally will be final and binding on the bidders.
- 2.13 E-mailed/faxed offers will not be considered. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.

3.0 MODE OF SUBMISSION OF BID

- 3.1 Tenders to be submitted in the office of Superintendent, New Constructions, Marine Department (Addressed to Director, Marine Department), 15, Strand Road, Kolkata-700 001.
- 3.2 The tenders are to be submitted in two parts, in duplicate i.e. Part-I & Part - II. Part -I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition. Two separate covers i.e. Part-I & Part-II are to be sealed in a main cover duly superscribed. Both the covers in the main cover should also be superscribed.
- 3.3 **Part-I (Techno-Commercial) will contain the following documents:-**
- a) Brief particulars of the Firm.
 - b) Current Trade License, Sales Tax Clearance/Vat Certificate, if applicable and Audited Balance Sheet for last 3 (three) years (2012-13, 2013-14 & 2014-15), Authentic documents related to registration under Service Tax Authority, compliance of relevant Acts, ordinances etc. as applicable.

- c) Details of Similar Works previously carried out by the firm with value of each work.
- d) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.
- e) Photo copy of the Treasury Receipt or Original Bank Draft/Bankers Cheque/Pay Order payable to “Kolkata Port Trust” of Rs. 5000/- (Rupees Five Thousand only) as cost of tender document.
- f) Original Bank Draft/Bankers’ cheque/Pay order as per rates mentioned in clause 5.0, payable to “Kolkata Port Trust” as **Earnest Money Deposit**.
- g) The details of launch proposed to be deployed for the purpose (as per enclosed format).
- h) One Bid document duly signed and stamped on each page.
- i) Signed and stamped blank copy of Price format.
- j) Letter of authority, if any.
- k) Filled up “Form of Tender” as per enclosed proforma.
- l) Photo copy of KoPT’s ‘General Conditions Contract’ duly signed and stamped on each page.
- m) Copy of ESI documents. In case the firm is not covered under ESI Act or exempted, they should furnish necessary documents along with an affidavit in original affirmed before a 1st Class Judicial Magistrate in a non-judicial stamp paper worth Rs.10/- to that effect as per enclosed KoPT approved format (Annexure-A). In addition that the Tenderer must indemnify KoPT against all damages and accidents occurring to their staff in a non-judicial stamp paper worth Rs.50/- as per enclosed format (Annexure-B).
- n) Certificate/declaration of compliance with Minimum Wages Act.
- o) Copy of Current P.F. Statement or in case they are exempted under Provident fund act, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to the effect as per enclosed Proforma (Annexure-C).
- p) Photocopy of PAN card and details of ECS.
- q) A separate letter addressing to Director, Marine Department, Kolkata Port Trust , confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.

- r) A declaration that the launch is free from all encumbrances and lien.
- s) Duly executed Integrity Pact.

3.3 Part -II (Price Bid) shall contain only the 'Price Bid' as per the format without any condition or deviation.

4.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Tenderer shall submit the following confirmation along with their offer submitted for this tender.

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture /consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/ consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium members as per the format enclosed in the tender document as (Annexure-IV).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26 % equity holding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.

- viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

5.0 EARNEST MONEY DEPOSIT :

- 5.1 The bidders shall be required to deposit INR **Rs. 42 Lakh** as 'Earnest Money Deposit' (EMD) payable to 'Kolkata Port Trust' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by Banker's Cheque / Demand Draft / Pay Order and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having branch at Kolkata, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD format is enclosed at Annexure-II. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.
- 5.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.
- 5.3 After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.
- 5.4 **EXEMPTION:** NSIC registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

6.0 SECURITY DEPOSIT

- 6.1 Successful bidder will submit Security Deposit for a sum equivalent to **10% of the total evaluated value as per price bid** of the tender, as accepted by KoPT, in Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure-II in favour of 'Kolkata Port Trust' from a National/Scheduled Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 6.2 KoPT shall encash the Bank Guarantee in the event the Contractor fails to supply the launch and commence operation within 30 days after expiry of stipulated mobilization period or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given to him in this regard.
- 6.3 Director, Marine Department, Kolkata Port Trust shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same.
- 6.4 After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Letter of Intent'.

7.0 DUTIES & TAXES

The rates quoted by the bidders shall be inclusive of all taxes and duties whether Indian or Foreign, direct or indirect. However, Service Tax as applicable will be payable extra by KoPT at actual. Service Tax will not be considered for evaluation of the tender. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under "Reverse Charge" mechanism.

8.0 PRICING OF BID

- 8.1 **General:** The Bid shall be quoted in and as per format of Price Bid.

8.2 Currency of Quotations: The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

8.3 Validity of Price Bid : The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects) of the Bid.

8.4 Fuel and Lubricants

8.4.1 Fuel and Lubricants of appropriate grade for Main Engines, Auxiliary Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the vessel.

Fuel and lubricants shall be collected only from authorized dealers. KoPT at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of fuel and lubricants are to be borne by the contractor.

8.4.2 The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.

8.5 Escalation/De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the party at clause no. 28.2 will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs 48.23/- per litre as on 01.09.2015 at Kolkata.

8.6 DELIVERY/ REDELIVERY of the Launch will be at Haldia.

8.7 Mobilisation Time

On placement of "Letter of Intent", the launch is to be made available at Haldia and commence operation within 45 days. Delay in mobilizing the launch will attract a penalty @ 25% of the Daily Hire Rate of the launch for each day of delay. No separate mobilization or de-mobilisation charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

9.0 Interpretation of Terms

In the Contract and specifications the following works and expressions shall have the following meanings.

"THE TRUSTEES" - The expression 'THE TRUSTEES' means the Board of Trustees for the Port of Kolkata.

The "CHAIRMAN" shall mean the Chairman of the Board of Trustees for the Port Kolkata.

“THE DIRECTOR MARINE DEPARTMENT” - The expression “The Director, Marine Department” means the office holding that post under the Trustees and includes his successors in office.

The **“CONTRACTOR”** shall mean the person or persons, firm or company or corporation or joint venture whose Bid has been accepted by **“THE TRUSTEES”** and includes the CONTRACTOR’S Legal Representatives, his successors and permitted Assigns.

“THE ENGINEER” - The expression “The Engineer” means the Director, Marine Department, Kolkata Port Trust for the purpose of this contract only.

“THE ENGINEER’S REPRESENTATIVE” -The expression “The Engineer’s Representative” means any officer or person from time to time deputed by the Trustees or the Director, Marine Department, Kolkata Port Trust to act on their behalf for the purpose of this contract.

“DAY” - means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays.

‘DEFICIT PERIOD’ shall mean the following:

- i) The period by which the availability of the launch falls below the minimum guaranteed level;
- ii) The launch does not report for duty within thirty minutes on receipt of order;
- iii) The period during which the launch has been decommissioned without the approval of the Engineer.

The Director, Marine Department, Kolkata Port Trust from time to time may authorize any person in writing, a copy of which is to be forwarded to the contractors, any person or persons to be named by him on his behalf to exercise his powers, authorities and directions under this contract as he may deem fit and proper and the contractor shall recognize, honour and give necessary assistance to such authorities in all respects.

10. INFORMATION REQUIRED

A Technical description of the launch to be submitted as per the format below and to be enclosed in Part-I (Techno- Commercial Bid) of the offer. The contractor will have to submit copies of all statutory certificates including the general arrangement drawing of the offered launch.

DETAILS OF THE LAUNCH BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1.	NAME OF THE LAUNCH	
2.	OWNER	
3.	FLAG	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	OFFICIAL NO.	
7.	REGISTERING AUTHORITY	
8.	GRT/NRT	
9.	LOA	
10.	BEAM	
11.	DEPTH	
12.	DRAFT	
13.	ENDURANCE (full power)	
14.	MAIN ENGINES(No, Make, BHP each)	
15.	GENERATOR ENGINES(No, Make, BHP each)	
16.	NAVIGATIONAL EQUIPMENTS (Validity of Certificates)	
17.	SPEED(In Knots) (Not less than 15 Knots at 80% MCR)	
18.	FUEL CONSUMPTION / HOUR at a speed of 15 knots.	

19.	Date of last dry-docking on		
20.	Next Dry Dock due on (To maintain validity of class and statutory certificates)		
21.	Propulsion (Type)		
22.	Crew (Including Master)	(Please give details separately & annex)	

THE LAUNCH MUST FULFILL THE FOLLOWING CRITERIA:

1. The Launch should be Steel hulled with MS specifications.
2. The launch should be highly manoeuvrable and be so designed that she is capable of going alongside and casting of from moving merchant vessels easily for transfer of pilots/officers/personnel.
3. The launch should have very wide landing space at its fore part both on Port and Starboard sides for safe embarkation and disembarkation of the pilots to and fro merchant vessels.
4. The Launch should not be more than 15 years old as on 1.9.2015.
5. Length of the Launch should not be less than 20 mtrs and not exceeding 35 mtrs.
6. The speed of the Launch should not be less than 15 knots at 80% MCR.
7. The Launch should have an air-conditioned lounge with proper sitting arrangements for at least 10 officers. The lounge should have an attached toilet.
8. The Launch must have the capability to ply in the Hugli Estuary upto 12 NM from the nearest coast line at Sagar Island in a significant wave height not exceeding 2.0 m.
9. Endurance of the launch should be at least 10 days in full operating condition.
10. The Launch must have valid statutory and classification certificates for the performance of designated duties. The contractor must keep all

certificates of the Launch valid and updated during the entire contract period.

11. The launch should be fitted with a functional RADAR, GPS & Class 'A' AIS with pilot plug.

NB: KoPT shall reserve the right to inspect the launches offered by technically qualified bidders before opening of their price bids.

11.0 MANNING:

- 11.1 Manning in the Launch has to be provided as per rule requirement for the designated operations.

- 11.2 The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.

- 11.3 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KoPT. The contractor shall inform appropriate authority for operation of the vessel within the jurisdiction of Kolkata Port with the personnel to be deployed by him.

- 11.4 The crew members shall be in uniform while on duty. Food and other facilities as per labour and marine law for crew shall be arranged by the contractor.

- 11.5 A Liaison Officer should be deployed by the Contractor for interacting /communicating between KoPT, the vessel and other concerned officers at Haldia/Kolkata. Such liaison officer shall have Mobile as well as residential telephone facility. He should be a person having experience in the field of marine operation.

- 11.6 The successful bidder must submit a local police verification certificate for all its employees employed in the operation.

12.0 SCOPE OF WORK

- 12.1 The launch will primarily be deployed in the Hooghly estuary in Eden channel and in the vicinity of Sagar about 25 NM south of Haldia and remain tied up to a mooring buoy or at anchor or alongside the pilot vessel. She will primarily be deployed for transportation of pilots to and from merchant vessels at Eden channel, Sagar and in adjacent areas. The launch will be allowed to proceed to Haldia once a week for replenishment of fuel, water, stores and provisions etc. The launch will also be used for transportation of officers, men and materials and attending to any other conservancy works.

KoPT, depending upon the requirement, may deploy the launch anywhere within the jurisdictions of the port and the vessels should undertake any work that she is designed to and capable of.

- 12.2 The successful bidder has to man, maintain and operate the launch as per directives of the Engineer of the Contract or his authorised representative. The officers/crews employed by the contractor must be conversant with KoPT's operational requirement as well as rules and regulations of statutory authority.
- 12.3 The Launch shall be required to be manned, maintained and made available for operation on a 24 hours basis and shall be required to report for operation at ½ (half) hour's notice.
- 12.4 The contractor has to ensure operating the launch with competent officers, engineers and crew for a period of 350 days in a year.
- 12.5 All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.
- 12.6 The contractor at their cost will print sufficient number of log book and log abstract as per KoPT's approved format and these are to be kept on board.
- 12.7 *Responsibility of operating the launch including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.***

12.8 KOPT's Responsibilities:-

Kolkata Port Trust shall provide electrical shore connection at the jetties / berths in Haldia/Kolkata, supply fresh water from its water barges, water hydrants, whenever possible, on chargeable basis. But this is not a binding obligation on KoPT. KoPT's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case KoPT decides to supply fuel oil (HSD), the contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will not be paid. KoPT would also facilitate obtaining gate passes for the contractor's personnel (Ship's crew & Liaison officer) for entry into Docks free of cost.

13.0 Log Book The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by KoPT representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by

the In-Charge / Master, and same is to be submitted with the monthly bill without which no payment will be released. Regular LSA & FFA drills to be undertaken on board and recorded. The daily log book is to be retained on board / office and same is to be produced on demand.

13.1 GUARANTEED AVAILABILITY : The Contractor will have to stand guarantee for the vessel's availability for at least 350 days in a year, in fully operational condition. In case the availability of the vessel falls below the said minimum guaranteed level no daily hire charge shall be paid for the DEFICIT PERIOD and in addition to the same, penalty as per clause No. 15 will be applicable. Further, lay off period of maximum 15 days will be allowed in a year subject to obtaining prior approval from the Engineer of the contract.

13.1.1 However, a further lay off period of another 30 days will be allowed once in the tenure of the five year contract for dry-docking and special survey repair of the vessel for maintaining its certificate of class. No daily hire charge will be payable to the contractor during such lay off period. Guaranteed availability will, however, be reduced proportionately in that year.

13.1.2 In case the offered launch is not available for operation, then a substitute launch with similar/better specification (including age of the launch) shall be provided as a replacement by the Contractor at no extra charge within 15 days from the time and date the offered Launch is inoperative / broken down, failing which penalty as per Clause No. 15 shall apply.

14.0 Operation Mode & Charges:

14.1 The vessel shall be ready for operation for 24 hours.

14.2 On Standby Mode

The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

14.3 Rate.

The contractual rate should be inclusive of all the expenses connected to the operation of the Launch including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the Vessel shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by KoPT. **The rate should be inclusive of all Taxes and Duties except Service Tax, prevailing on 01-09-2015. Break-up of all Taxes and Duties included in the rate should be indicated separately both amount-wise as well as percentage-wise, so that future changes can be adjusted. Percentage of Service Tax and amount of Service Tax (not to**

be included in the rate) to be shown separately.

a) **Daily hire charge:**

These charges shall be paid for every day the launch is on standby mode but in ready to operate condition described in clause 14.2 above. However, during the lay off period of the tug either for repair or for any other reason attributable to the contractor, no charge will be payable.

b) **Hourly Running charges**

This charge shall be payable only for the period the launch is actually in operation for port's requirement at the directive of the Engineer of the contract. The contractor will not claim this charge for trial of machineries.

15.0 Deduction and Penalties:

KoPT will not pay the Daily Hire Charge (Clause-28.1 of price bid) for the days the operation of the launch is suspended for the reasons attributed to the contractor. Further, a sum equivalent to the "Daily Hire Charge" under the price bid will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD". However, Engineer of the contract may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor. Proportionate deductions will also be made from the contractor's monthly bill in the event of non-availability / absence of launch crew and or other concerned personnel.

16.0 Duration of the contract.

This contract will be for five years as per the agreement. The contract will come into force from the date of commencement of operation of the Launch in Kolkata Port.

17.0 Evaluation and comparison of bids.

17.1 Kolkata Port Trust reserves the right to accept price part of the offer (part-II) of only such bidders whose technical and commercial aspects of the proposals (part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidder. Kolkata port Trust may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

17.2 The Bids received and accepted will be evaluated by method indicated in the Price Bid.

17.3 Kolkata Port Trust reserves the right to refuse the Launch on her arrival at Haldia/Kolkata if the same is found to be not fulfilling the requirement as laid down in the tender, or is incapable of carrying out its designated duties.

18.0 Bid Opening

18.1 Part-I: Techno- Commercial Bid

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

18.2 Part-II : Price Bid .

Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

19.0 Signing of the Contract.

The successful bidder will have to make arrangements for signing a formal agreement with Kolkata Port Trust on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after placement of work order.

20.0 Insurance: The vessel must have valid Insurance from any reputed Indian Insurance company for the following manner:-

- i) The hull, machinery and 3rd party liability.
- ii) Total loss of the vessel.
- iii) Total coverage for wreck removal in case the launch is wrecked.

All persons deployed by the contractor on board the launch shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. KoPT shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

21.0 LAUNCH'S ENCUMBRANCES ON CONTRACTOR

The contractor shall submit an undertaking that the launch is free from all encumbrances and lien.

22.0 Payment:

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log

book extracts, duly certified by the authorised officer together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorised oil supplier /dealer with the monthly bills. KoPT will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.

Should Kolkata Port Trust request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from KoPT, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by KoPT through bank.

23.0 Termination of Contract.

KoPT, at its sole discretion may terminate the contract after serving one month's notice if the performance of the launch is not found satisfactory. The decision of KoPT about the performance of the Launch will be final.

24.0 FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party cannot reasonably prevent or control against.

25.0 The contractor should comply with contract labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws in force as on date.

26.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION

26.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction 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 binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

- 26.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / Decision, refer the matter to Chairman, KoPT, who shall thereupon consider and give a decision.
- 26.3 If there is still no settlement as mentioned at Clauses - 26.1 & 26.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 26.4 Notwithstanding anything contained herein above, Employer also reserves the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction 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 etc.
- 26.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 26.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 26.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 26.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 26.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

27.0 POLICE VERIFICATION CERTIFICATE

The successful contractor must submit local police verification certificates for those persons who will be deployed on board the vessel for carrying out the duties.

28.0 FORMAT OF PRICE BID**28.1. DAILY HIRE CHARGES FOR THE LAUNCH :**

Rs.....(A)

28.2: Hourly running charge for the LAUNCH = Rs..... PER HOUR= {B}

[Hourly running charge shall include only the cost of fuel for running the machineries based on the rate of HSD at Kolkata which is Rs. 48.23 per litre as on 1.9.15.]

28.3: Assumed running hours per day : 10 HOURS

28.4 TOTAL EVALUATED PRICE FOR ONE YEAR =

Rs. [(365 X A) + (365 X 10 X B)]= Rs.....

(Rupees.....only)

29.0 List of enclosed formats

Form of Tender

Format of Agreement

Performance Bond/Bank Guarantee/Security Deposit

Joint venture Agreement

Integrity Pact

Format of affidavit for ESI Exemption

Indemnity Bond related to ESI

Format of affidavit for Provident Fund Act Exemption

FORM OF TENDER

To

The Director,

Marine Department

Kolkata Port Trust,

15 Strand Road,
Kolkata-700 001.

Dear Sir,

We,

M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to supply 1 no. Pilot Launch having speed not less 13 Knots to the Trustees for the Port of Kolkata in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc

The quotations have been submitted in Cover-I and Cover-II as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid in cover-II.

We hereby agree that the said specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have enclosed herewith Original Demand Draft/Pay Order/Bankers Cheque No.....dt.....of..... Bank of Rs.....(Rupees.....) as Earnest Money Deposit.

We also agree to abide by this tender for a period of 180 days from the opening of Techno-Commercial Part (Part-I) and in default of our so doing, the Earnest Money of Rs. 42 Lakh only deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

Note: All blank spaces to be filled in by the Bidder and be submitted along with tender.

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any scheduled Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/Legal Adviser of the Trustees)

To

The Board of Trustees

For the Port of Kolkata.

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

Name of Issuing
Bank.....

Name of Branch.....

Address.....

.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Letter of Intent No.....dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch.....,

do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of

Rs.....(Rupees.....).

We,

.....

..... Bank.....Branch,

further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ,..... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

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

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been

fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this

guarantee shall remain valid upto and inclusive ofdays of.....20..... and subject also to the provision that the Trustees shall

have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

FORMAT OF AGREEMENT
(on Rs. 50/- STAMP PAPER)

AGREEMENT FOR HIRING OF ONE LAUNCH

This Agreement made on theday of2015 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act 1963 (No. 38 of 1963) having its Head Office at 15, Strand Road, Kolkata-700001 hereinafter called “Trustees” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S.....

having its registered office at..... hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the Trustees are desirous of hiring one Tug including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

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

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

i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.

ii) The Trustees General Conditions of Contract, unless superseded by document identified in 2(i) above.

iii) The Price Bid as submitted by the contractor and as accepted by the Trustees.

iv) The work order.....dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute the work of supplying one Tug with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of five years in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The common seal of the Trustees
for the Port of Kolkata was hereunto
affixed in the presence of

Director, Marine Department

Authorised

Signatory of the Contractor.

The Common Seal of the contractor

Witness

1.....

2.....

Annexure-IV

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____on _____day of _____2011 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of KOLKATA PORT TRUST in connection with work of _____(please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s _____.

2. It is further agreed by the Joint Venture/consortium Partner that _____of M/s. _____has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

5. The turn over and experience of each party is as under:

First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Kolkata Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at _____

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____

_____The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____on this _____day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure- V

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal/
Employer”

And

.....hereinafter referred to as “The
Bidder/Contractor”.

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

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

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other

corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1- Commitments of the Principal/employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any

third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the **“Guidelines on Indian Agents of Foreign Suppliers”** shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the Guidelines on Indian Agents of foreign Suppliers is annexed and marked as **Annexure-P**.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand the recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression.

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6- Equal treatment of all Bidders / Contractors/ Subcontractors.

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7 - Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8- Role of Independent External Monitor (IEM).

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 9 - Facilitation of Investigation:

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

Section 10 - Pact Duration:

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

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

Section 11- Other provisions:

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For & on behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & on behalf of Bidder/Contractor)

(Office Seal)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tender. An agent who is not registered with KoPT shall apply for registration in the prescribed Application - Form.
 - 1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public) / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by KoPT.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and foreign parties have stated that they are not paying any commission to the Indian agents and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
-
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA. IF ANY.
 - 2.1 **Bidders of Foreign nationality shall furnish the following details in their offer:**
 - 2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative be a foreign Company, it is to be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission / remuneration if any, payable to his agents / representatives in India, is to be paid by KoPT in Indian Rupees only.
 - 2.2 **Bidders of Indian Nationality shall furnish the following details in their offers:**

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agent of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.
 - 2.2.2 The amount of commission / remuneration included in the price (s) quoted by the bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission / remuneration, if any, reserved for the Bidder in the quoted price (s), is paid by KoPT in India in equivalent Indian Rupees.
 - 2.2.4 In either case, the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
 - 2.2.5 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by KoPT. Besides this there would be a penalty of banning business dealings with KoPT or damage or payment of a named sum.
-

Annexure-A

On Non-judicial Stamp Paper of at least Rs.50/-

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

1. That I am a proprietor / partner of ----- having office at -----
 -----and carrying on business on the said name and style. (In case the
 above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be
 mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no Valid
 E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the
 Clause No..... of the Tender
 No.....issued by the Kolkata Port Trust
 in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me.

1.

Annexure-B

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Director, Marine Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No.....of
.....
...

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director --
-----hereto set and seal this theday of
..... in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

ANNEXURE- COn the Rs.10/- (Rupees Ten) Non Judicial Stamp PaperBEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____AFFIDAVIT

I _____ son of _____

Aged about _____ years, by faith _____ by
 Occupation _____ residing at
 _____,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____ Having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit)

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by _____

**GENERAL CONDITIONS OF CONTRACT
FORMS AND AGREEMENTS**

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

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

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GENERAL CONDITIONS OF CONTRACT

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DEFINITIONS

CHAPTER – I

1. DEFINITIONS

In the contract, as here-in-after defined, the following works and expressions shall have the meaning here-in assigned to them except where the context otherwise required.

“Employer” or “Board or “Trustees” means the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns.

“Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.

“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.

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

“Engineer’s Representative” means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clause 2.4 to 2.6 hereof.

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

“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.

“Extra Works “ means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of works (i.e., 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.

“Specifications” means i.e. relevant and appropriate Bureau of Indian Standard’s Specifications(latest revisions) for materials and workmanship unless stated otherwise in the Tender.

“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.

“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, 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.

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

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

“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.

“Month” means English Calendar Month.

“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 or any portion of the works in respect of which are herein collectively referred to as the excepted risks).

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

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.

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

2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE

- 2.1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineers’ direction on any matter whatsoever.**
- 2.2. The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.**
- 2.3. The Engineer shall have full power and authority:**
 - (a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose or proper and adequate execution and maintenance of the works and the contractor shall carry out be bound by the same.**
 - (b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.**
 - (c) to order for any variation, alteration and modification of the work and for extra works.**

- (d) to issue certificates as per contract.
- (e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.
- (f) to grant extension of completion time.

2.4 The Engineer & Representative shall:

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

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

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

2.6 Provided also as follows:

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing of the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

3.0 THE TENDER /OFFER AND ITS PRE-REQUISITES

- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:**
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.**
 - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.**
 - (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.**
 - (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.**
 - (e) Payment of taxes and duties and compliance of all applicable statutes, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.**
 - (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.**
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice-Inviting the Tender and shall be faultless in figures and free from erasing: Corrections, if any, shall only be made by scoring out and initialling of the revised figure.**
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/Share Holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.**
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting the Tender/offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.**

Estimated value or work	Amount of Earnest Money	
-------------------------	-------------------------	--

	For works contract	For contract of supplying materials or equipment only.
Upto Rs.1,00,000	5% of the estimated value of work.	1% of the estimated value of work.
Over Rs.1,00,000	2% of the estimated value of work subject to maximum of Rs.20,000/- and minimum of Rs.5,000/-	½% of the estimated value of work subject to a maximum of Rs.10,000/- and minimum of Rs.1,000/-

- (b) Earnest Money shall be deposited with the Trustee's 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 an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia Holding as the case may be and the receipt granted thereof be kept attached to the Tender/offer in the Sealed Cover.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta/Haldia.
- (d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA&CAO/Manager(Finance) according to his Class or Registration, shall be exempt from depositing the Earnest Money, as per the following scale:

Class of Registration	Amount of Fixed Security	Financial limit of each tender
A	Rs.10,000/-	Any tender priced upto Rs.2,00,000/-
B	Rs.5,000/-	Any tender priced upto Rs.1,00,000/-
C	Rs.2,500/-	Any tender priced upto Rs.50,000/-

- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- (ii) If before expiry of the validity period of his Tender/offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and /or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.
- (f) The Earnest Money of accepted Tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.

- (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 upto the stage of completion.

Value of work	% of Security Deposit for works contract	% of Security Deposit for Contract of supplying materials & equipments only
For works upto Rs.10,00,000/-	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and upto 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 next Rs.10,00,000/- 5% on the balance.	1% on first Rs.10,00,000/-, ½% on 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 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.
- (i) No interest shall be paid by the Trustees to the Tenderer/ Contractor and the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.
- 3.5 (i) The Security Deposit shall be refunded to the Contractor or in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provisions of such clause 3.5 (ii) herein below. If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the opinion of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other

contract.

- 3.6** If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from 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.

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

- 4.1**
- (a)** The contract documents shall be drawn-up in English language.
 - (b)** The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Act:
 - 1.** The Indian Contract Act, 1872.
 - 2.** The Major Port Trust Act, 1963.
 - 3.** The Workmen's Compensation Act, 1923.
 - 4.** The Minimum Wages Act, 1948.
 - 5.** The Contract Labour (Regulation & Abolition) Act, 1970.
 - 6.** The Dock Workers' Act 1948.
 - 7.** The Indian Arbitration Act(1940) (in the case of a definite Arbitration Agreement only).
- 4.2.** After acceptance of his Tender/Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contractor" here-in-before, shall collectively be the Contract.
- 4.3.** Several documents forming the contract are to be taken as mutually explanatory or one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
- 4.4.** Two copies of the Drawings referred to in the General and Special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor

- shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.
- 4.5.** The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.
- 4.6.** The Contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and or (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause.
- 4.7.** Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work, materials both for temporary to and from the site and in and about the work, 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.
- 4.8.** The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.
- 4.9.** Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars, shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10.** 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 of site and instructions given to him by

the Engineer or his Representative in writing shall be binding upon the Contractor subject to limitation in clause 2.5 hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.

- 4.11. The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.
- 4.12. 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 Representatives shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.
- 4.13. 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 of his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the Contractor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also defects/damages if any caused to the work by the Contractor during such repairs and re-placement in the maintenance period.
- 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 any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
- 4.15. The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things or 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 of the Trustees' expense as per the instruction of the Engineer's Representative.

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

- (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorised obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (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.

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

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

- (d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements in or around the site, as per the requirements of Calcutta Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like small-pox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

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

4.20 The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not published any photographs or description of the works without the prior authority of the Engineer in writing.

4.21 The Contractor shall, at the Trustees' cost to be decided by the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.

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

4.23 All constructional plants, temporary works and materials when brought to the site by the contractor, shall be deemed to be the property of the Trustees who will have a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer of this Representative.

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.

- 5.2 The Contractors shall provide and maintain a suitable office at or near the site, to whom the Engineer's Representative may send communications and instructions for use of the Contractor.
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligation. The Engineer's decision in this regard shall be final, binding and conclusive.
- 5.4 Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The engineer shall exercise his sole discretion to accept any such materials.
- 5.5 Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.
- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the contractor's cost.
- 5.7 Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.
- 5.8 Regarding the supply or any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply:
 - (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.
 - (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and

for any loss or damage thereof for any reason other 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.

- (c) The Trustees’ materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees’ materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.
- (d) Unless stipulated otherwise in the contract, the value of the Trustees’ materials issued to the 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.
- (e) If the Engineer decides that due to the contractor’s negligence, any of the Trustees’ materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor’s bills or from any of his other dues, after adding 19¼% extra over the higher one of the followings –
 - (1) The issue of the materials of the Trustees’ Stores, and
 - (2) The market price of the material on the date of issue as would be determined by the Engineer.

5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the Engineer or his Representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The contractor shall comply with such order at his own expense – and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever

required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

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

- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- (a) otherwise provided for in the contract, or
 - (b) necessary by reason of some default on the part of the Contractor, or
 - (c) necessary by reason of climatic conditions on the site, or
 - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

- 5.11. If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor, shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1. annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be takenover and/or used by the Trustees, the Contractor shall an application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

6.0 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.

On account payment, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

- 6.2** All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.
- 6.3** For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such an account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.
- 6.4** Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurement 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.
- 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 abstract of quantities, amounts and recoveries to type out the bill.

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

- (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,
- (ii) the value of such materials shall be assessed by the Engineer or his Representative, of their own discretions,
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
- (v) in the event of 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,
- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer on 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 Scheduled Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The bank Guarantee must bear an undertaking by the issuing Bank Guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee,
- (vii) the amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

- 6.7** No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.
- 6.8** No claim for interest shall be admissible to the Contractor at any stage in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.
- 7.0** **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.
- 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:
- (a) Increase or decrease the quantity of any work included in the contract.
 - (b) Omit any work included in the contract.
 - (c) Change the Character or quality or kind of any work included in the contract.
 - (d) Change the levels, lines, position and dimensions of any part of the work, and
 - (e) Execute extra and additional work of any kind necessary for completion of the works.
- 7.3** No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value(if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 7.4** Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work 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.
- 7.5** (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may 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.
- (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 commotions or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing or suitable extension of completion time within 7 days from the date of occurrence of the reasons and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the Engineer, the Clause No. 8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

- 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, $\frac{1}{2}$ % (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- (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/ 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 therefrom 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:
- (j)** The Contractor has abandoned the contract.
 - (ii)** In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
 - (iii)** The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
 - (iv)** The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his Representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
 - (v)** The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - (vi)** Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

- (vii) The Contractor is adjudged in solvent or enters into composition with his creditors or being a company goes in to liquidation either compulsory or voluntary.

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days or receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to completion the work through any other agency of the Contractor's risk and expense and the Contractor shall be debited any sum of sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he be duly completed the whole of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor or shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications of the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced of approval contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the Contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the control for full and final completion of the work.

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

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTE & 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 parties to the contract and shall forthwith be given effect to by the Contractor.
- 10.2 If, the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decisions.
- 10.3 If, however, the contractor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.
- 10.3.1 If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which, it was left by his predecessor.
- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

- 10.3.3** The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment hereof. 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 provision 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 reasons 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 condition 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. 40,00,00/-.
 - (b) The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
 - (c) Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications, in the context of contract conditions, before the issuance of final completion certificate in Form G.C. 2 bid.

No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of certificate in Form G.C.3 by him.

- (d) Contractor's claim/dispute raised beyond the time limits prescribed in sub-clauses 10.5 (b) and 10.5 (c) hereinabove, shall not be entertained by the Engineer and/or by any Arbitrator, subsequently.**
- (e) The Chairman/Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, on their sole discretion, by adding the names of new Arbitrators and/or by deleting the names of existing Arbitrators, without making any reference to the Contractor.**

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

FORM OF TENDER

CONTRACT NO.....

To

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

I/We.....of
.....having examined the site of works, inspected the drawings and read the specifications, General and Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the specification, Bill of Quantities, General and Special Conditions of Contract and drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities withinmonths/weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the tender and incorporating such Specifications, Bill of Quantities, Drawings and Special and 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 in the Contract.

THE TOTAL AMOUNT OF TENDER Rs.....
(Repeat in words).....
.....

I/We require.....days/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work:
(This should be scored out in the case of Labour Contracts)

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

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

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

Witness:

Signature-----

**Name-----
(In Block Letters)**

**Name of the
Tenderer:-----**

**Address:----- Dated:-----
-**

**-----Address:-----
-**

Occupation: -----

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of19.....
between the Board of Trustees for the Port of Calcutta, a body corporate
constituted by the Major Port Trusts Act, 1963(hereinafter called “Trustees”
which expression shall unless excluded by or repugnant to the context be deemed
to include their successors in office) of the one part
and.....
(hereinafter called “the Contractor, which expression shall unless excluded by or
repugnant to the context be deemed to include its heirs, executors,
administrators, representatives and assignees or successors in office) of the other
part. WHEREAS the Trustees are desirous that certain Works should be
executed/constructed, viz..... and
have accepted a Tender/offer by the Contractor for the construction,
completion and maintenance of such works NOW THIS AGREEMENT
WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - (a) The said Tender/offer & the acceptance of tender/offer.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees’ Schedule of Rates and Prices (if any).
 - (i) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract..
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the

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

The Seal of _____

was hereunto affixed in the presence of :

Name _____

Address _____

Or

SIGNED SEALED AND DELIVERED

by the said _____

in the presence of :

Name: _____

Address: _____

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

Name: _____

Address: _____

CALCUTTA PORT TRUST

FORM G.C.1

Contractor :

Address :

Date of Completion :

Dear Sir/s,

This is to certify that the following works viz.

Name of Work : dt.....

Estimate No. E.E.O. dt.....

C.E.O. dt.....

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

Allocation:.....

Contract No. :
which was carried out by you is in the opinion of the undersigned complete in every respect on the.....day of19.....

In accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of..... days/weeks/months/years.

From the.....day of19....
to theday of19....

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

NAME.....

DESIGNATION.....

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

OFFICE SEAL

CALCUTTA PORT TRUST

FORM G.C.2

The Financial Adviser &
Chief Accounts Officer.

**The Manager(Finance),
Haldia Dock Complex.**

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of work :.....

Estimate No. E.E.O. No. dt.....

C.E.O. No. dt.....

Work Order No. dt.....

Contract No. :

Resoln. No. & Meeting No. :

.....

Allocation :

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

**(Signature(.....))
(ENGINEER/ENGINEER'S REPRESENTATIVE**

NAME

DESIGNATION.....

OFFICE SEAL

CALCUTTA PORT TRUST

**FORM G.C.3
(NO CLAIM CERTIFICATE FROM CONTRACTOR**

The Engineer

**Calcutta Port Trust
Calcutta/Haldia**

(Attn:)

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

Dear Sir,

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

Name of Work :

Work Order No. dt.

Contract No. : dt.

Agreement No. : dt.

and I/We have no further claim against Calcutta Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of Contractor)

Date:

Name of Contractor :

Address :

.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**DRAFT PROFORMA OF BANK GUARANTEE (PERFORMANCE BOND)
in lieu of Cash Security Deposit, to be issued by the Calcutta/Haldia Branch, as
the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper
worth Rs. 50/- or as decided by the Engineer/Legal Adviser of the Trustees.**

To
The Board of Trustees
for the Port of Calcutta.

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

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/Messrs a proprietary /Partnership/Limited/Registered Company, having its Registered Office at (hereinafter referred to as “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for

.....

(write the name of the work as per Work Order) in terms of the Work Order No.

.....dated.....(hereinafter referred

to as “the said contract”), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of the Bank Guarantee for Rs.....(Rupees.....),

weBranch,

Calcutta...../Haldia, do, on the advise of the contractor,
 hereby undertake to indemnify and keep indemnified the Trustees to the extent
 of the said sum of Rs.....(Rupees.....
) we
Branch, Calcutta...../
 Haldia, further agree that if a written demand is made by the Trustees through
 any of its officials for honouring the Bank Guarantee constituted by these
 presents, we,.....Branch,
 Calcutta...../Haldia, shall have no right to decline
 to cash the same for any reason whatsoever and shall cash the same and pay the
 sum so demanded to the Trustees within a week from the date of such demand
 by an A/c. payee Banker's Cheque drawn in favour of "Calcutta Port Trust",
 without any demur. Even if there be any dispute between the contractor and the
 Trustees, this would be no ground for us,.....
(Name of Bank),Branch,
 Calcutta...../Haldia, to decline to honour the Bank
 Guarantee

in the manner aforesaid. The very fact that
 we,.....

Branch, Calcutta...../Haldia, decline or fail or neglect to
 honour the Bank Guarantee in the manner aforesaid shall constitute sufficient
 reason for the Trustees to enforce the Bank Guarantee unconditionally without
 any reference, whatsoever, to the contractor.

2. We,Branch,
 Calcutta...../Haldia, further agree that a mere demand by the
 Trustees at any time and in the manner aforesaid, is sufficient for us,.....

.....Branch, Calcutta...../Haldia
to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us,.....

.....Branch, Calcutta...../
Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Calcutta...../Haldia further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under an/or by virtue of the terms and conditions to the said contract have been fully paid and its claim satisfied an/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee subject however, that this guarantee shall remain valid upto and inclusive ofday of19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch, Calcutta...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as re-

quired/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

5. We,.....Branch,
Calcutta...../Haldia, lastly undertake not to revoke this Bank

Guarantee during its currency except with the pervious consent of the Trustees in writing.

SIGNATURE.....

NAME

DESIGNATION.....
(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

CALCUTTA...../HALDIA

(OFFICIAL SEAL OF THE BANK)