

# **TENDER DOCUMENT**

## **KOLKATA PORT TRUST HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
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E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bona fide & experienced bidder for "**Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum (CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust .**"

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com/eprochome/kopt](http://www.mstcecommerce.com/eprochome/kopt). Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only. The bid document will also be available for viewing on the website of KoPT, HDC and CPP.

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

a TENDER NO.	<b>SDM (PNE) / T13 / 2017-18</b>
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <b><a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex.
c. E-Tender No.	<b><u>KoPT/Haldia Dock Complex/P&amp;E Div/11/17-18/ET/135</u></b>
d. Date of NIT available to parties to download	<b>02.06.2017</b>
e. Pre-Bid Meeting starting date & Time	<b>15.06.2017 at 11-00 hrs ( Pre bid meeting will be off line )</b>
f. Pre –Bid Meeting closing date & Time	<b>15.06.2017 at 13-00 hrs</b>
g. i) Earnest Money Deposit	The intending bidders <b>should submit</b> Earnest Money of <b>Rs. 71,700.00 (Rupees Seventy One Thousand Seven Hundred only)</b> to KoPT as per NIT.
ii) Bid Document fee	The intending bidders <b>should submit the tender cost of Rs. 500.00 (Rupees Five Hundred only) (non-refundable) separately to KoPT as per NIT.</b>
iii) Transaction Fee	<b>Rs. 2063.00</b> (Including Service Tax & other charges @15.00% on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A ).

h. Last date of submission of EMD & Bid Document fee at HDC	<b>29.06.2017 at 14-00 hrs.</b>
Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>Three working days before the last date of closing of online bidding for the e-tender.</b>
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>22.06.2017 at 11-00 hrs.</b>
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>29.06.2017 at 14-00 hrs.</b>
k. <b>Date &amp; time of opening of Part-I (i.e. Techno-Commercial Bid)</b> Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>29.06.2017 at 15-00 hrs.</b>

### **INDEX WITH LIST OF ANNEXURES**

<b>Important Instructions for E- Procurement</b>	<b>Annexure – A ( Page 3 to 9)</b>
<b>Commercial Terms &amp; Conditions</b>	<b>Annexure – B ( Page 10 to 12)</b>
<b>Notice Inviting Tender</b>	<b>Annexure – C ( Page 13)</b>
<b>Pre Qualification Criteria</b>	<b>Annexure – D ( Page 14)</b>
<b>Instructions to the bidders</b>	<b>Annexure – E ( Page 15 to 16)</b>
<b>Scope of work</b>	<b>Annexure – F ( Page 17)</b>
<b>Special Conditions of Contract</b>	<b>Annexure – G ( Page 18 to 24 )</b>
<b>Bill of Quantities</b>	<b>Annexure – H ( Page 25 to 28)</b>
<b>Form of Tender</b>	<b>Annexure – I ( Page 29)</b>
<b>Proforma of Bank Guarantee</b>	<b>Annexure – J ( Page 30 to 31)</b>
<b>Format in case of Joint Venture/Consortium Agreement</b>	<b>Annexure – K ( Page 32 to 33)</b>

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**Important Instructions for E-procurement**

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site ([www.mstcecommerce.com](http://www.mstcecommerce.com) → *e-Procurement* → *Psu / Govt depts.* → *Kolkata Port Trust*) under the icon: "**HDC EMD/Tender Fee Payment**". Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easy pay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** ( The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
4. Depending on the selection, another webpage will come up.
5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The **Bank Account Number**, **IFSC Code of the Bank**, **Name of the payee i.e Haldia Dock Complex** and **the amount to be paid** will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

**The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.**

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## **Important Instructions for E-procurement**

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

Bidders are requested to read the Commercial terms & conditions (**Annexure- B**) of this tender before submitting their online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

### **1. Process of E-tender :**

**A) Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-commercial Bid as well as Price bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE TECHNO-COMMERCIAL AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/](http://www.mstcecommerce.com/eprochome/)**

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/ Govt depts → Select KoPT's Logo → Register as Vendor - Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case

**Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.**

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).

### **Contact person (Haldia Dock Complex):**

**1. Mr. S. Chakrabarty**

Sr. Dy. Manager (P&E.) ,HDC  
Phone no. 9434735407  
email - [schakraborty.hdc@nic.in](mailto:schakraborty.hdc@nic.in)

**2. Mr. S.Karmakar**

Asstt. Manager (P&E),HDC  
Phone no. 9434031294  
email - [skarmakar.hdc@nic.in](mailto:skarmakar.hdc@nic.in)

### **Contact person (MSTC Ltd):**

**1. Mr. S.Mukherjee**

Deputy. Manager (e-Commerce)  
Mobile No: 07278030407  
Landline: 03322901004  
Email- [mukherjee@mstcindia.co.in](mailto:mukherjee@mstcindia.co.in)

**2. Ms S. Maity**

Asstt. Manager (e-commerce)  
Mobile- 9831155225  
Landline: 03322901004  
Email: [smaity@mstcindia.co.in](mailto:smaity@mstcindia.co.in)

Google hangout ID(for test chat )-mstceproc@gmail.com

	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>Other Settings:</li> </ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee:</u></b> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE :</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govt depts→ Login under KoPT's logo → My menu→ Auction Floor Manager→ live event → Selection of the live event</p>

	<p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

12	<b><u>Bidding in e-tender &amp; Reverse auction:</u></b>
a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → Psu/Govt depts → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and

		the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		<b>NOTE:</b> - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b> .
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.



	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
13		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
14		No deviation to the technical and commercial terms & conditions are allowed.
15		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
16		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
17		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> / <a href="http://eprochome">eprochome</a> / mstc of MSTC Ltd.
18		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
19		The bid will be evaluated based on the filled-in technical & commercial formats.
20		The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
21		Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
22		Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
23		Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
24		If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
25		Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
26		Due date of submission of tender will not be extended under any situation.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

Office Of Sr. Dy. Manager (P&E), Haldia Dock Complex.  
Operational Administrative Building, 1<sup>st</sup> Floor Chiranjibpur, P.O. Haldia,  
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 E-mail id: schakraborty.hdc@nic.in

**Commercial Terms & Conditions**

<u>SL NO</u>	<u>TERMS</u>	<u>RESPONSE</u>
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
2	Price Bids (Part-II) of only those eligible bidders, whose Part-I Bids are complete and in order, shall be opened on time and date, to be intimated later separately.	AGREE
3	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.	AGREE
4	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.	AGREE
5	When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.	AGREE
6	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.	AGREE
7	Due date of submission of tender will not be extended under any situation.	AGREE
8	<b>EARNEST MONEY :</b> As per NIT	AGREE
9	Tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.	AGREE
10	<b><u>SCOPE OF WORK :</u></b> As per Tender document	AGREE

11	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, technical Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
12	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the technical Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T, HDC. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr Dy Manager (P&E) , Haldia Dock Complex, thereon shall be final and binding upon all parties.	AGREE
13	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building, 1st Floor Chiranjibpur, P.O. Haldia, Dist. Purba Medinipur – 721604, on any working day before quoting for the Tender.	AGREE
14	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
15	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at KOLKATA.	AGREE
16	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.	AGREE
17	Bidders are advised to visit the site at Haldia Dock Complex prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager (P&E) or his authorized representative at Coal Handling Plant in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	AGREE
18	<b>VALIDITY:</b> The tender shall remain open for acceptance for a period of 180 ( one hundred Eighty ) days from the date of opening of techno-commercial bid.  If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
19	<b>NON- RESPONSIVE BIDDER:</b> The offer/tender shall be treated as non-responsive, if : 180 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.  Offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
20	<b>EARNEST MONEY AND SECURITY DEPOSIT:</b> As per tender Document	AGREE
21	<b>PERFORMANCE GUARANTEE:</b> As per Tender document	AGREE

22	<b>PRICES:</b> Rate to be quoted in Indian Rupees (INR) through on line. The bidders shall quote his price as per Bill of Quantities in the price bid.	AGREE
23	Rate will have to be quoted as per Scope of Work, Technical Specification, Bill of Quantities and terms and conditions.	AGREE
24	The Bidder shall state clearly his quoted rates both in figure & word.	AGREE
25	Price(s) to be quoted should remain firm over the contract period.	AGREE
26	Unit Rate and Total Amount quoted should be inclusive of Taxes and Duties, other than Service Tax. Amount of Service Tax to be clearly indicated.	AGREE
27	<b>EVALUATION CRITERIA:</b> As per relevant clause of Tender document.	AGREE
28	<b>PAYMENT:</b> As per Tender document	AGREE
29	<b>PERIOD OF COMPLETION OF WORK:</b> 180 (one hundred eighty) days from the date of placement of order.	AGREE
30	Location of work at the Dock Zone at HDC.	AGREE
31	Work is to be carried out as per Scope of Work, Technical specification, Bill of Quantities and Terms & Condition of the contract document.	AGREE
32	<b>COMPENSATION/DISINCENTIVE AGAINST FAILURE TO ACHIEVE:</b> As per Tender document.	AGREE
33	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO FORCE MAJEURE:</b> As per Tender Document.	AGREE
34	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO CONTRACTOR'S EVENT OF DEFAULT:</b> As per Tender Document.	AGREE
35	<b>COMPENSATION AGAINST TERMINATION OF CONTRACT DUE TO EMPLOYER'S EVENT OF DEFAULT:</b> As per Tender Document.	AGREE
36	<b>TECHNICAL CAPACITY:</b> As stipulated in Tender document.	AGREE
37	<b>FINANCIAL CAPACITY:</b> As stipulated in Tender document.	AGREE
38	<b>DOCK PERMITS :</b> RFID based Port Access Control & Tracking System is going to be commissioned at Haldia Dock Complex soon. Accordingly necessary fees for entering into the Dock premises will have to be paid by the intending / successful bidder.	AGREE
39	<b>JURISDICTION OF COURT:</b> The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata/Haldia.	AGREE
40	<b>PERSONAL PROTECTIVE EQUIPMENT (PPE):</b> Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. inside the dock premises.	AGREE

**NOTICE INVITING TENDER****KOLKATA PORT TRUST, HALDIA DOCK COMPLEX  
INVITES**

**TENDER FOR " Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust ."**

**Tender Number: SDM (PNE) / T13 / 2017-18**

<b>Earnest Money</b>	<b>Non refundable Tender Fee</b>	<b>Date and Time of Pre-Bid Meeting [ Off line]</b>	<b>Last Date and time submission of Tender</b>	<b>Opening of Techno commercial bid of Tender</b>
<b>Rs. 71,700.00 (Rupees Seventy One Thousand seven Hundred only).</b>	<b>INR 500/- (Rupees Five Hundred only)</b>	<b>11:00 Hrs. of June 15, 2017</b>	<b>14:00 Hrs. of June 29, 2017</b>	<b>15:00 Hrs. of June 29, 2017</b>

**Details of the Tender Documents are available in web site of MSTC (website [www.mstcecommerce.com/eprochome/kopt.](http://www.mstcecommerce.com/eprochome/kopt.) ).**

**The Tender information/NIT is also available in the websites of <http://www.kolkataporttrust.gov.in> while the Tender information/NIT along with Tender Document is available at Central Public Procurement Portal, Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)).**

**Tender Document shall neither be issued by post nor sold.**

**PRE-QUALIFICATION CRITERIA**

E- Tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial Part & Cover-II: Price Part) for the above work from reliable, bona fide and experienced bidder who meet the following pre-qualification criteria:-

- 1) The firm must have experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited which should be in the following manner:
  - a) 1 (one) similar completed work costing not less than 80% of the estimated value of the work amounting to **Indian Rupees 28,68,345.60**  
Or
  - b) 2 (two) similar completed works costing not less than 50% of the estimated value of the work amount in **Indian Rupees 17,92,716.00**  
Or
  - c) 3 (three) similar completed works costing not less than 40% of the estimated value of the work amounting to **Indian Rupees 14,34,172.80**

Similar work means experience of carrying out supply, delivery installation and commissioning of Power Cable Reeling Drum (PCRD) assemblies and / or Control Cable Reeling Drum (CCRD) assemblies.

- 2) The average annual financial turnover of the firm during the last 3 years ending March, 2016 or last financial year as applicable to the company should be at least Indian Rupees 30% of the estimated value of the work amounting to Indian Rupees 10,75,629.60
- 3) 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 etc.

**INSTRUCTIONS TO BIDDERS:****MODE OF SUBMISSION OF BID:**

E- tenders are to be submitted in two parts 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 submitted on line.

**1.0 Part-I (Techno-Commercial Bid) will contain the following documents:**

- a. Brief particulars of the Firm.
- b. Details of Similar Works previously carried out by the firm with value of each work.
- c. Performance Certificate of previous works carried out.
- d. A separate letter addressing to Sr. Dy. Manager(P&E), confirming that the tenderer has accepted all terms and conditions laid down in the Bid document, should be enclosed.
- e. Form of Tender duly filled in bidder's Letter Head.
- f. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- g. Documents related to registration under Excise duty, Service Tax and ESI from respective Authority, as applicable.
- h. VAT Clearance certificate / VAT Registration Certificate, as applicable.
- i. Copy of the Current Trade License, as applicable.
- j. Copy of Provident Fund Registration Certificate, as applicable.
- k. Copy of valid Electrical Contractor's License, as applicable.

**2.0 Part-II (Price Bid) shall be submitted on line without any condition or deviation.**

**2.1** Bidders are advised to submit offers based upon Technical Specification, Terms and Conditions, Scope of Work contained in the Bid documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid document is firm, unless it is notified by KoPT /HDC.

**2.2** Offered Bid Document shall remain the property of Kolkata Port Trust, Haldia Dock Complex.

**2.3** Earnest Money shall be released to all unsuccessful bidders as early as possible without any interest. After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission 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.

**2.4** Kolkata Port Trust, Haldia Dock Complex will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

**2.5** The work is 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 the next clause.

**2.6** 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:

**Office of Sr. Dy. Manager (P&E),  
Haldia Dock Complex.  
Operational Administrative Building, 1st Floor Chiranjibpur,  
P.O. Haldia,  
Dist. Purba Medinipur - 721604**

- 2.7** The bidders may please note that Haldia Dock Complex, Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit Haldia Dock Complex, Kolkata Port Trust's Offices for making such inquiries. Should Haldia Dock Complex, Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Haldia Dock Complex, Kolkata Port Trust.
- 2.8** Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

### **3.0 EARNEST MONEY:-**

**Payment should be made as per instruction given in Annexure-A.**

### **4.0 SECURITY DEPOSIT:**

- 4.1** Successful Tenderer will submit Security Deposit as per G.C.C. i.e. 10% on first Rs. 10,00,000/- + 7.5% on next Rs. 10,00,000/- + 5% on the Balance of the total contract value, in Demand Draft / Banker's Cheque drawn in the name of "Kolkata Port Trust, Haldia Dock Complex" payable at Haldia. The SD may also be submitted in the form of Bank Guarantee as per the enclosed format executed by Kolkata / Haldia branch of any scheduled Bank of India. In case of submission of Security Deposit in the form of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract including guarantee period. The Security Deposit will be released within 60 days after successful completion of the Guarantee Period.
- 4.2** KoPT, HDC shall encash the Bank Guarantee in the event of the contractor failing to complete the work as per tender specification, at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days 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.
- 4.3** The Sr. Dy. Manager (P&E), HDC 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.
- 4.4** After the issuance of LOI, Security Deposit will have to be submitted within 14 (Fourteen) working days.
- 4.5** The contractor shall commence the work within 07 (Seven) days after the issuance of LOI.
- 4.6** Trustee's are not bound to accept the lowest or any tender and no reason would be assigned in this regard.



## **SCOPE OF WORK**

Two nos. L&T make ship-loader were installed and commissioned at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust in the year 2001-2002. Due to prolonged and continuous use, there have been wear and tear in Power Cable Reeling Drum (PCRD) and Control Cable Reeling Drum (CCRD) of both the ship loaders and it has been decided to completely replace the Power Cable Reeling Drum (PCRD) and Control Cable Reeling Drum (CCRD) assemblies in both the Ship Loaders.

The job involves design, manufacturing, supply, delivery, installation, testing & commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum (CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex.

1. **Design:** The successful bidder will have to submit general arrangement drawing of PCRD & CCRD assembly along with detail specification of individual components. Design should be made based on operational requirement and structural limitation to match with the system of existing Coal Ship Loaders. All such drawings and specifications to be submitted to HDC within 30 days from the date of placement of order, for obtaining approval from HDC.
2. **Manufacturing:** After obtaining above design approval from HDC, the contractor should submit Quality Assurance Plan (QAP) for necessary approval of HDC. Manufacturing of PCRD & CCRD should be carried out by the contractor at their works as per above approved G.A. Drawing and QAP.
3. **Supply and delivery:** Delivery of all components to be carried out by the contractor at their cost, risk and arrangement including transportation, insurance, packing and unloading at Coal Handling Plant site, HDC. The contractor will have to submit inspection report, guarantee certificate, internal test certificate, challan, invoice, excise document etc. along with delivery of materials.
4. **Site store and office:** The contractor may construct their own site store and office at their cost, risk and arrangement. Necessary land will be provided by HDC at a token charge of Rs. 100.00 per month. However, the contractor is at liberty to keep costly items like motor, gear box, resistance box etc. inside plant store and heavier items may be kept at the fencing yard of the store. However, all such materials will remain at the custody of the contractor.
5. **Dismantling:** Dismantling of existing PCRD and CCRD assemblies to be carried out by the contractor after obtaining clearance from concerned officials of the coal handling plant. All such items should be handed over to HDC.
6. **Installation, testing and trail run:** Newly supplied PCRD and CCRD to be installed by the contractor and all necessary testing to be done. The job of dismantling and installation of PCRD and CCRD assemblies will generally be carried out during no vessel period or as per directives as would be intimated time to time by the concerned officials of the coal handling plant. Trail run of the newly installed PCRD and CCRD to be carried out for 07 (seven) days. Operating trouble, if any, to be rectified to the full satisfaction of HDC during such trail run.
7. **Commissioning:** After successful trail run, a joint inspection would be carried out and accordingly the newly supplied PCRD and CCRD will be declared as commission.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL:**

These provisions though given in a separate section are part of the tender document which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender document viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), Bill of Quantities and other document forming part of the Contract. In case of any discrepancy or ambiguity in the document, the order of precedence of the document as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

### **2. INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (P&E), Haldia Dock Complex at his office at Chiranjibpur, Haldia at 1<sup>st</sup> Floor, Operational Administrative Building, Chiranjibpur, for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground.

### **3. SITE CONDITIONS & METHOD OF WORK:**

During execution of the work proper care should be taken to provide adequate protection against any damage to the existing structures, cables, water lines and all such installations at the contractor's risk and expense. Any damage caused / defect arising during execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra. Dismantling and installation work to be carried out without hampering loading operation of the plant.

### **4. SAFETY MEASURES:**

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall provide all necessary first aid measures to be available in proper condition.

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

(iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

### **5. KEEPING THE SITE AND WORKING AREA CLEAR:**

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out in busy area and adjacent areas of Haldia Dock Complex, the Contractor has to make necessary arrangement to clear the rubbishes, refuses etc. from the road, drains, culverts etc. to a suitable place as per direction at the end of each day's work at his own cost & risk.

## **6. CONSTRUCTION OF SITE OFFICE, STORE ETC:**

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. for a token fee of Rs. 100.00 (Rupees One Hundred) only per month. For such allotment rent of will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). In case the contractor does not remove the site offices, store etc. within two months from the actual date of completion, the contractor will have to pay compensation equivalent to three times the applicable license fee for the plot of land allotted to him temporarily for site offices, store etc. as per Schedule of Rent of Ko.PT's land and buildings at Haldia and to be recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

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

## **7. LABOUR, TOOLS AND PLANTS:**

The contractor will engage experienced personnel to carry out the works in all respects at his own cost. The contractor shall supply all necessary labour, tools, consumables plants and equipments with fuel and operator required for satisfactory execution of the work, all at his own risk, cost and expense.

## **8. POWER SUPPLY:**

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

## **9. WATER:**

WATER, if available, may be provided to the contractor, for execution of the work on CHARGEABLE BASIS. The contractor will have to arrange every thing in this regard, at his own risk, cost and arrangement.

## **10. PROSPECTIVE BIDDERS MUST TAKE THE FOLLOWING POINTS INTO CONSIDERATION :**

The successful Tenderer shall mobilize adequate men, materials, machines, tools & tackles, etc. at site. No transport, accommodation and canteen facility will be provided to the contractor and / or their staff.

## **11. PAYMENT TERMS :**

100% progressive payment would be released within 30 days from the date of submission of bill along with commissioning certificate against each PCRD / CCRD. As such, maximum four progressive bills may be submitted by the contractor against commissioning of two nos. PCRD & two nos CCRD.

Payment will be made through Bank of the Bidder .The following information, regarding their banker, must be submitted by the tenderer in their offer:

Name of the banker :  
Savings/Current Account Number :  
Banker's Branch Code and address :  
d) MICR Code

## **12. PAYMENT OF SERVICE TAX :**

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

### **13. PAYMENT OF EXCISE DUTY :**

The amount of Excise duty and related Cess thereupon will be borne by HDC, KoPT as applicable on production of CENVATABLE Document by the contractor.

### **14. LABOUR :**

The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing and payment thereof.

### **15. SAFETY :**

The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.

The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.

The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work.

### **16. INSPECTION AND TESTING :**

Inspection of supply materials will be done by the representative of the P&E Division, HDC, at the manufacturer's premises as per approved GA & QAP. The contractor should arrange for inspection at his own risk, cost and arrangement. Test & Guarantee certificates, where applicable, must be produced during inspection.

At least 7 days' advance notice is to be given for inspection.

Inspection and Testing by representative of P&E Division /authorized agency shall not relieve the contractor from his obligation for furnishing materials & installation in accordance with the specifications.

All the costs for testing of materials will have to be borne by the contractor.

The Engineer or his authorized representative(s) shall have, at all reasonable time, access to the contractor's premises or work site and shall have the power at all reasonable time to inspect & examine the materials & workmanship of the work.

Notwithstanding the fact that the materials or part of the work or the whole work has passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc. as per the contract.

### **17. COMPLETION TIME :**

The supply, delivery, dismantling of existing equipment, installation, testing, trial run and commissioning of all items of the BoQ should be completed in all respect within 180 (One Hundred Eighty) days from the date of receipt of the order letter.

### **18. ESCALATION / VARIATION ON PRICES:**

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

### **19. CONTRACT LABOUR LAWS:**

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

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

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

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

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

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

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

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

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

## **21. COMPLIANCE WITH E.S.I ACT:**

If applicable, the successful bidder will have to comply with provisions of “Employers State Insurance Act – 1948”, along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees’ contribution as applicable percentage of the wages of each of the employees’ and shall deposit the same together with employer’s contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

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

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

## **22. INDEMNIFICATIONS:**

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

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers’ Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen’s Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.
- p) Motor Vehicle Act, latest revision.

### **23. DOCK PERMIT CHARGE:**

Permit Charges for workmen, vehicle etc. for execution of job inside Dock area would be payable by the Contractor as per scale of rate of Kolkata Port Trust. The existing charges for manpower and vehicle would be as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Rate in Rs.</b>
1	Dock Permit per person	8.50 per daily permit (Maximum 12 hrs. validity). 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit
2	Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal).	42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit
3	Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader	170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit
4	Dock Permit for cart (inclusive of overnight stayal).	17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit

### **24. SERVICE TAX AND EXCISE DUTY:**

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

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

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

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

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

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

### **25. SETTLEMENT OF DISPUTES:**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract. In case of any dispute being referred to arbitration in terms of General Conditions of Contract, same would be held as per provision of Arbitration and Conciliation (Amendment) Act 2015.

## **26. 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 Bid).

## **27. GUARANTEE PERIOD :**

The materials supplied and work executed by the contractor will have to be guaranteed for 12 months from the date of commissioning of the work. The inspection will not relieve the contractor from his liability of guaranteeing against defective materials, works etc. and full satisfactory performance up to the stipulated Guarantee Period.

## **28. LIQUIDATED DAMAGE CLAUSE:**

In the event of failure of the contractor to execute the contract within the stipulated dates or such extension(s) thereof, as may be allowed by appropriate authority of Haldia Dock Complex (HDC), in writing, the contractor will be required to pay as compensation to the Trustees and not as penalty @ ½ % for every week or part thereof of the unexecuted portion of work, provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 % of the total contract value. The Trustees may without prejudice to any other method of recovery, deduct the amount of such damages from any money, which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the supply of the materials or from any other of his obligation or liabilities under the contract. Service Tax will be applicable on LD amount.

## **29. FORCE MAJEURE:**

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them 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 event lasts. The cost and loss sustained by either party shall be borne by respective parties. The terms Force Majeure as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricanes/Cyclone, Strike excluding that of contractors & suppliers or Sub-contractor's Employees. Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

## **30. SHUT DOWN :**

Dismantling and exaction work to be carried out without hampering cargo handling operation of the plant. All such activities to be carried out in a planned manner during the time period when there is no vessel in the berth.

## **31. EVALUATION CRITERIA:**

### **a) Evaluation with respect to Priced Bill of Quantities (BoQ) :**

i) While evaluating the Price Bid, the unit rates quoted by the Tenderers against all items, including all Taxes (except Excise Duty and Service Tax & Educational Cess), Duties and other Levies etc., shall be considered for evaluation. No Excise Duty and Service Tax & Educational Cess will be added with the quoted price at the time of evaluation.

The unit rates, quoted by the tenderers, against each item will be multiplied by the respective quantity indicated in the BoQ to obtain the amount against each item. The amount against each item, thus arrived, will be added to obtain the total amount. Selection of the successful tenderer will be made on the basis of the lowest total amount for the aforesaid work thus arrived.

ii) In case it is found that the lowest total amount [arrived as per the above procedure] is same for two or more Tenderers and their offers become the lowest offers, the respective Tenderers will be given chance to offer a discount (to be applicable to all items of BoQ).

### **32. GST:**

Any modification (addition/deletion/alteration including implementation of GST) in taxes or duties in future by the GOI will be addressed separately at the material time. Therefore, the detail tax breakup considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied, if any on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties. But any recovery due on account of any modification in taxes or duties shall be made by KoPT from the amount payable under the contract.



**BILL OF QUANTITIES**

**PREAMBLE TO BILL OF QUANTITIES**

**GENERAL**

- 1.1** The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract & Special Conditions of Contract and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- 1.2** The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any claim or compensation whatsoever.
- 1.4** The prices and rates entered in the Bill of Quantities by the Contractor shall include, inter alia, all costs and expenses involved in or arising out of the following:
- (a)** The provision, storage, transport, handling, use, distribution and maintenance of all materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in transportation.
  - (b)** The provisions and maintenance of all his staff and labour and their payment, accommodation, transport, fares and other requirements .
  - (c)** All required first aid, welfare and safety requirements.
  - (d)** Damage caused to the works and /or construction, plant, materials and consumable stores caused by weather.
  - (e)** Overheads on costs and profits .
  - (f)** Licenses, fees and other charges for compliance of applicable rules that are in force .

**Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust .**

**BILL OF QUANTITY - PRICED BID**

Sl. no.	Description of item.	Quantity  A	Unit rate in Rs. (including all taxes and duties except Excise duty/service tax,as applicable) F.O.R Haldia site store basis.  B	Total Amount in Rs. (including all taxes and duties except Excise duty/service tax,as applicable) F.O.R Haldia site store basis.  C=AXB
1	Design, Manufacturing, Supply and Delivery of Complete Power Cable Reeling Drum (PCRD) assembly with all accessories viz. drum body, base frame, bearing housing with bearings, drum shaft, drive and driven sprocket chain, chain adjuster, chain cover, resistance box, carbon brass holder, pendulum limit switch, gear cam limit switch, cable guide assembly, cable reeling drum motor, gear box, coupling, motor base plate, slip ring assembly, slip ring enclosure, control panel etc. for Coal Ship Loaders.  Total Travel: 150 M; Length of the cable to be reeled: 75 M+2 DT; Cable Size-(4 x 35)sq. mm; Voltage Grade-3.3 KV; Overall Diameter of Cable-60 mm (approx); Machine travel speed (Max.): 30.0 M/min., Acceleration (Max.): 0.15 M/sec <sup>2</sup> ; Height of drum access from cable payout label: 4.0 M & Type of drum: Mono Spiral; distance from ground to PCRD center: 5060 mm.	2 (Two) Sets		
2	Dismantling of the existing Power Cable Reeling Drum assemblies, Shifting of the dismantled items as specified in the scope of work.	2 (Two) Sets		
3	Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies with all accessories as mentioned in item sl. No. 1 above.	2 (Two) Sets		

**Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust .**

**BILL OF QUANTITY - PRICED BID**

Sl. no.	Description of item.	Quantity  A	Unit rate in Rs. (including all taxes and duties except Excise duty/service tax,as applicable) F.O.R Haldia site store basis.  B	Total Amount in Rs. (including all taxes and duties except Excise duty/service tax,as applicable) F.O.R Haldia site store basis.  C=AXB
4	Design, Manufacturing, Supply and Delivery of Complete Control Cable Reeling Drum (CCRD) assembly with all accessories viz. drum body, base frame, bearing housing with bearings, drum shaft, drive and driven sprocket chain, chain adjuster, chain cover, resistance box, carbon brass holder, pendulum limit switch, gear cam limit switch, cable guide assembly, cable reeling drum motor, gear box, coupling, motor base plate, slip ring assembly, slip ring enclosure, control panel etc. for Coal Ship Loaders.  Total Travel: 150 M; Length of cable to be reeled: 75 M + 2 DT; Cable Size: 16 x 2.5 sq. mm; Voltage Grade - 1.1 KV; Overall Diameter of Cable - 35 mm (approx); Machine travel speed (Max.): 30.0 M/min.; Acceleration (Max.): 0.15 M/ sec <sup>2</sup> ; Height of drum access from cable payout label: 4.0 M & Type of drum: Mono Spiral; distance from ground to CCRD center: 11,100 mm., distance from Tripper Car Rail to CCRD center: 3400 mm.	2 (Two) Sets		
5	Dismantling of the existing Control Cable Reeling Drum assemblies, Shifting of the dismantled items as specified in the scope of work.	2 (Two) Sets		
6	Installation, Testing & Commissioning of complete Control Cable Reeling Drum (CCRD) assemblies with all accessories as mentioned in item sl. No. 4 above.	2 (Two) Sets		
Total in Rs. :				

**NOTE:**

**Bidders are requested before quoting to see the followings:**

i) Not to quote on above price bid. All bidding should be on-line only.
ii) To quote Unit rate rate in Rs. including all taxes and duties except Excise duty & Cess F.O.R Haldia site store basis for BOQ Item nos. 1 & 4 only.
iii) To quote Unit rate rate in Rs. including all taxes and duties except service tax F.O.R Haldia site store basis for BOQ Item nos. 2,3,5 &6 only..
iv) To mention total present percentage rate of Excise duty & Cess as applicable as extra.
v) To mention total present percentage rate of Service Tax & Cess as applicable as extra.

**Annexure-I**

**FORM OF TENDER**

To  
The Sr. Dy. Manager (P&E),  
Operational Administrative Building,  
Chiranjibpur, Haldia Dock Complex,  
Kolkata Port Trust, P.O.- Haldia,  
Dist.- Purba Medinipur, Pin.- 721604

Dear Sir,

We, M/s.....having read and fully understood the specification, conditions of Tender and General Conditions of Contract hereby Tender for " **Design, Manufacturing, Supply, Delivery, Installation, Testing & Commissioning of complete Power Cable Reeling Drum (PCRD) assemblies and Control Cable Reeling Drum(CCRD) assemblies for Coal Ship-loader-1 & 2 installed at Coal Handling Plant of Haldia Dock Complex, Kolkata Port Trust**" in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract etc.

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 deposited with the Trustees' Financial Adviser & Chief Accounts Officer/ General Manager (Fin.), I/C Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this Tender for a period of 180 days from the closing date of this Tender and in default of our so doing, the Earnest Money of Rs. 71,700.00 ( Rupees Seventy One Thousand Seven Hundred only) deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust, Haldia Dock Complex 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 Trust, Haldia Dock Complex 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.....  
Full Address

Signature.....

(Seal)

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

**Annexure- J**

**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, Haldia

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia, 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 Work Order 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, Haldia Dock Complex" 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. We .....Bank.....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 of .....days of.....2015 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 us .....Bank .....Branch.

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.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....

(OFFICIAL SEAL OF THE BANK)

## **Annexure-K**

### **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 \_\_\_\_\_ 2015 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)

## **General Conditions of Contract**

### **Forms And Agreements**

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

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

# TABLE OF CONTENTS

		Page
A.	INDEX TO GENERAL CONDITIONS OF CONTRACT	- - - 3
B.	FORM OF TENDER	- - - 36 – 37
C.	FORM OF AGREEMENT	- - - 38 – 39
D.	FORMS GC 1, GC 2, GC 3	- - - 40 – 42
E.	PERFORMANCE BOND	- - - 43 – 45

## GENERAL CONDITIONS OF CONTRACT

### INDEX

CLAUSE		Page
1.	DEFIITION - - -	4 – 6
2.	DUTIES & POWER OF ENGINEER & ENGINEER'S REPRESENTATIVE	6 – 8
3.	THE TENDER/OFFER AND ITS PRE-REQUISITES	8 – 12
4.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	12 – 19
5.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	19 – 23
6.	TERMS OF PAYMENT	24 – 27
7.	VARIATION AND ITS VALUATION	27 – 28
8.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT	29 – 31
9.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	32
10.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	33 – 35

## DEFINITIONS

### 1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963. Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer’s Representative
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. Works

- |      |   |                              |
|------|---|------------------------------|
| 1.7  | <p><b>“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.</b></p> | Temporary works              |
| 1.8  | <p><b>“Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities.</b></p>   | Extra works and Excess works |
| 1.9  | <p><b>“Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.</b></p>  | Specification                |
| 1.10 | <p><b>“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.</b></p>   | Drawings                     |
| 1.11 | <p><b>“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.</b></p>   | Contract                     |
| 1.12 | <p><b>“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.</b></p>   | Constructional Plant         |
| 1.13 | <p><b>“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.</b></p>   | Site                         |

1.14	<b>“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.</b>	<b>Contract Price</b>
1.15	<b>“Month” means English Calendar Month.</b>	<b>Month</b>
1.16	<b>“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).</b>	<b>Excepted Risks</b>
1.17	<b>Word importing the singular only, also includes the plural and vice-versa where the context so requires.</b>	<b>Singular/Plural</b>
1.18	<b>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.</b>	<b>Headings/ Marginal Notes.</b>
1.19	<b>Unless otherwise stipulated the word “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.</b>	<b>Cost</b>
2.0	<b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER’S RESENTATIVE.</b>	
2.1	<b>The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer’s direction on any matter whatsoever.</b>	<b>Engineer’s Authority</b>
2.2	<b>The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.</b>	<b>Authority        of Engineer’s Representative</b>
2.3	<b><i>The Engineer shall have full power and authority :</i></b> <b>(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.</b>	<b>Engineer’s Power</b>

- (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	<p><i>The Engineer's Representative shall :</i></p> <ul style="list-style-type: none"> <li>(i) watch and supervise the works.</li> <li>(ii) test and examine any material to be used or workmanship employed in connection with the work.</li> <li>(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.</li> <li>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.</li> <li>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.</li> <li>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and,</li> <li>(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.</li> </ul>	<p>Power of Engineer's Representative.</p>
2.5	<p>Provided always that the Engineer's Representative shall have no power :</p> <ul style="list-style-type: none"> <li>(a) to order any work involving delay or any extra payment by the Trustees,</li> <li>(b) to make variation of or in the works; and</li> <li>(c) to relieve the Contractor of any of his duties or obligations under the Contract.</li> </ul>	<p>Limitation of Engineer's Representative's Power</p>



2.6	Provided also as follows:	Engineer's Overriding Power
(a)	Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.	
(b)	If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.	
(c)	Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.	
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	The tender must encompass all relevant aspects/ issues.
(a)	The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	
(b)	The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/Specification/ Nature & extent of work to be done.
(c)	The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	
Accommodation for Contractor's men/materials.		

- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.

(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.

(d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-
C	Rs. 2,500/-	Any tender priced up to Rs.50,000/-

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

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.

- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.
- Mode of recovery of balance S.D.

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

- (h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.
- S.D. for supply contracts to be deposited in advance.
- (i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.
- No interest payable on E.M. /S.D

- 3.5** (i) The Security Deposit shall be refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. **Mode of refund of S.D.**
- If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3.
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. **Forfeiture of S.D.**
- 3.6** If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. **Bank Guarantee in lieu of Cash S.D. in certain cases**
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**
- 4.1** (a) The contract documents shall be drawn-up in English language. **English language to be used**

	<p>(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :</p> <ol style="list-style-type: none"> <li>1. The Indian Contract Act, 1872.</li> <li>2. The Major Port Trusts Act, 1963.</li> <li>3. The Workmen's Compensation Act, 1923.</li> <li>4. The Minimum Wages Act, 1948.</li> <li>5. The Contract Labour (Regulation &amp; Abolition) Act, 1970.</li> <li>6. The Dock Workers' Act, 1948.</li> <li>7. The Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).</li> </ol>	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	All Drawings are Trustees' property.
4.5	The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.	Contractor to prepare working / progress drawings

- 4.6** The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause. Contractor cannot sub-let the work
- 4.7** Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. Contractors' price is inclusive of all costs
- 4.8** The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer

- 4.9** Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.
- If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.
- 4.10** Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.
- 4.11** The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of 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 Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.



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

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

- 4.18** The Contractor's quoted rates shall be deemed to have been inclusive of the following:
- Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all 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 Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 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 Trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.
- Notice to Contractor.

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| 4.20 | The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.  | Contractor not to publish photograph or particulars of work                  |
| 4.21 | The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.  | Contractor to provide facilities to outsiders                                |
| 4.22 | The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.   | Work to cause minimum possible hindrance to traffic movement                 |
| 4.23 | All constructional plants, temporary works and materials when brought to the site by the Contractor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.   | Trustees' lien on Contractor's Plant & Equipment.                            |
| 5.0  | COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.  |  |
| 5.1  | The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. | Preliminary time to commence work and maintenance of steady rate of progress |
| 5.2  | The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.   | Contractor's site office   |

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| 5.3 | Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. | Contractor to observe Trustees' working hours   |
| 5.4 | Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.   | Contractor to supply all materials as per requirement of the Engineer or his representative |
| 5.5 | Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.   | Materials & Works   |
| 5.6 | Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.   | Contractor to submit samples for approval   |
| 5.7 | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.  | Contractor to arrange all testing at his own cost.  |
| 5.8 | Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply;  |   |

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| <p>(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.</p>  | <p>The Contractor shall account for and look after the Trustees' materials</p>  |
| <p>(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.</p>  | <p>Contractor to compensate for loss and damage to Trustees' materials</p>  |
| <p>(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.</p>  | <p>Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work</p> |
| <p>(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.</p> | <p>Recovery from Contractor for Trustees' materials under normal circumstances</p>                                      |

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees' materials under other circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

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

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

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

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

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

- 5.11** On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- Contractor to suspend work on Order from Engineer or his Representative
- (a) otherwise provided for in the contract, or
  - (b) necessary by reason of some default on the part of the contractor, or
  - (c) necessary by reason of climatic conditions on the site, or
  - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.
- The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer, be fair and reasonable.
- 5.11.1** If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.
- 5.12** When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.
- Completion Certificate G.C.1.



**6.0 TERMS OF PAYMENT:**

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| <b>6.1</b> | <p>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.</p> <p>On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.</p>  | <p>All interim payments are advances till issue of Certificate in Form G.C.2</p> |
| <b>6.2</b> | <p>All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.</p>   | <p>Payment on the basis of measurements at agreed rates.</p>                     |
| <b>6.3</b> | <p>For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.</p> | <p>Limitation for on account payment</p>   |

- |     |   |  |
|-----|---|--|
| 6.4 | Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. | Recording of measurements                        |
| 6.5 | Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.   | Contractor to prepare and submit his bills       |
| 6.6 | At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor, Provided always that –<br><br>(i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,<br>(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions,  | Advance payment against Non-perishable materials |

- (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 an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.**
- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.**

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

- |     |   |  |
|-----|---|--|
| 7.4 | <p>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.</p>  | <p>Where written order for variation is not needed</p>                                       |
| 7.5 | <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> | <p>Payment for extra or additional or omitted work or substituted work Engineer's powers</p> |

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

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

- 8.3** Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- Default of the Contractors remedies & powers/Termination of Contract.**
- (i) The Contractor has abandoned the contract.
  - (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
  - (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer'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 works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

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

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

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

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



- 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT**
- 9.1** On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- 9.2** The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 9.3** On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.
- Contractor's obligation for maintenance of work.
- Certificate of final completion
- Refund of Security Deposit

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

- 10.3.4** The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5** The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6** The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7** Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4** The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5** Provided always as follows:
- [a]** Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b]** The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- [c] Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.**

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

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

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

To

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

I/We .....of

.....  
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications. Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within..... month/week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Condition of Contract and I/we hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

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

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

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

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

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

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

Witness:

Signature:\_\_\_\_\_

Name:\_\_\_\_\_  
(In Block Letters)

Name of the  
Tenderer:\_\_\_\_\_

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

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

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

Address \_\_\_\_\_

\_\_\_\_\_

## **THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA FORM OF AGREEMENT**

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

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

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

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

Was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

The Common Seal of the Trustees was hereunto affixed in 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 work viz :-

Name of work : .....

.....

.....

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 of \_\_\_\_\_ 20.... in accordance with terms of the Contract and you are required to maintain the work in accordance with Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ days / weeks / months / years

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

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

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

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

CALCUTTA PORT TRUST

FORM G.C.2.

Certificate of Final Completion.

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

This is to certify that the following work viz:-

Name of work : .....

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

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

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

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

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

OFFICE SEAL

CALCUTTA PORT TRUST

FORM G.C.3

('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Engineer  
Calcutta Port Trust  
Calcutta/Haldia.

(Atten:.....)

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully,

(Signature of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

**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 a Bank Guarantee for Rs. .... (Rupees .....), we, ..... Branch, 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 the 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 anytime 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 and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20 ..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto ..... or any extension thereof made by us ..... Branch, Calcutta ..... / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, ..... Branch, 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 previous 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)