



KOLKATA PORT TRUST
15, Strand Road, Kolkata-700 001
Tel: 2230-3451(PBX) Fax 2230 4901.

TENDER NOTICE

| | | | |
|------------|--------------------------|------|------------|
| Tender No. | MRN/SDDS/Pradeep/2014-15 | Date | March 2015 |
|------------|--------------------------|------|------------|

Work Title

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|---|
| Repairs & painting of Light Vessel 'Pradeep'. |
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Scope of Work

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| Repairs and painting of L.V. 'Pradeep' at the contractor's yard / slipway within a period of 30 days. |
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Pre-qualification criteria of Tenderers

1. Work experience:

The intending bidders should have successfully completed repairs/ construction of vessels / navigational aids involving steel renewal during the last 7 (seven) years ending on 28.2.2015 and the experience should be either of the following: -

(a). Three completed works each costing not less than 40% of the estimated value.

or

(b). Two completed works each costing not less than 50% of the estimated value.

or

(c). One completed work costing not less than 80% of the estimated value.

2. The Average Annual Financial Turnover of the bidding firm should be at least 30% of the estimated value of the work in the preceding three years ending 31.03.2014.

3. The bidder must have own yard/slipway in or around Kolkata, suitable for carrying out such repairs.
4. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

Tender Authority

| | | | | | | | |
|---|---------|------|-------------------|----------------------------|---------|------|-------------|
| Director, Marine Department, Kolkata Port Trust, 15, Strand Road, Kolkata - 700001. Telephone: 033-2230 2453, 9836298700. FAX: 033-2231-0105. | | | | | | | |
| Last date of submission of bids. | 28.4.15 | Time | Up to 1400 hours. | Opening date (for Part-I). | 28.4.15 | Time | 1430 hours. |

| | |
|---|---------------------------------------|
| Period of sale of Bid Documents | 1.4.15 to 27.4.15 (up to 1500 hours). |
| Cost of Tender Documents | Rs.1000/- (Rupees One Thousand only). |
| Earnest Money Deposit | Rs. 32,860/-. |
| Date and time of inspection of Light Vessel at KPD. | At 1200 hours on 21.4.15. |
| Pre-bid meeting. | At 1400 hours on 21.4.15. |
| Estimated value of the tender. | Rs. 16.43 Lakh. |
| Time of Completion of Repairs. | 30 days. |

Instructions to bidders

Sealed Tenders are invited in two parts (Part-I: Techno Commercial and Part-II: Price Bid) for repairs and painting of L.V. 'Pradeep' from the bidders fulfilling the pre-qualification criteria.

Tender Documents (non-transferable), comprising two sets marked 'Original' and 'Bidder's Copy', will be available from the office of the Superintendent, Dredger & Despatch Service at the captioned address on any working day i.e. Monday to Friday between 1000 hours to 1400 hours on payment of Rs. 1000/- in cash only to the FA&CAO, KoPT towards the cost of the Tender Documents. Alternatively, tenderer may download the tender documents from KoPT's website and in that event he will be required to deposit bank draft for an amount of Rs.1000/- in favour of FA&CAO, KoPT and enclose it along with the technical bids.

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

Subsequent amendment, clarification, extension etc, if any, in respect of the instant tender would be displayed in KoPT's website only.

The tenderer should submit tender in duplicate in one sealed main cover containing two separate sealed covers i.e Cover-I & Cover-II. Each cover shall be appropriately superscribed.

Issue of Tender Documents/ down loading same from website by any bidder shall not construe that such bidder is considered qualified.

Sealed Tenders will be received at the office of the Director, Marine Department up to 1400 hours on the last date of submission and opening of tenders will be as specified above. **The specified date of submission will not be extended under any circumstance.** In case of unscheduled holiday / bandh on the date of opening of tenders, the same will be opened on the next working day. The bidders will also be allowed to deposit their tenders till 1400 hours on such extended day of opening. Emailed /faxed and late offers shall not be considered.

Part-I (Techno Commercial part of the tender) will be opened around 1500 hours in presence of bidders or their authorised representatives who may wish to be present.

Part-II (Price Part) should contain the Bill of Quantities only duly filled in. The price bids of technically and commercially qualified bidders will be opened thereafter or at a later date under due intimation to all concerned.

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

Tenders are to be submitted under the following terms & conditions: -

1. The light vessel is required to be taken over by the successful bidder for repairs from the KPD lock entrance and to be delivered to the said location on completion of satisfactory repairs.
2. Tenders will be required to be valid for a period of 180 days from the date of opening of the part-I (Techno-c0mmercial part).
3. Kolkata Port Trust will evaluate the accepted tenders for the purpose of assessing the tenderer's capabilities for the said work. Discussions with the actual repairers may have to be held and the tenderers or his authorised representatives capable of answering all relevant questions asked by KoPT should be available for such deliberations on the date of tender opening and any subsequent date within 5 days of being so informed.
4. Kolkata Port Trust will not deal with any agent or pay any remuneration whatsoever in connection with this tender. However, tenderers may send their authorised representatives with declaration to that effect that they are authorised to attend tender opening/such meeting on tenderers' behalf. No written submission from such representatives will be considered unless they are countersigned / authenticated by the principal tenderer.
5. The tenderers shall be required to deposit Rs. 32,860/ (Rupees Thirty Two Thousand Eight Hundred and Sixty only) as 'Earnest Money Deposit' (EMD)

payable to Financial Advisor & Chief Accounts Officer (FA&CAO), KoPT by Banker's cheque or pay order or demand draft (payable at Kolkata). Tenders submitted without EMD shall not be accepted. Earnest Money of all bidders shall be kept in safe custody. Only Earnest Money of L-I bidder /successful bidder shall be encashed and earnest money of others will be returned after opening of price bid. EMD of the L-I bidder /successful bidder will be refunded on submission of Security Deposit.

NSIC registered firms (under single point registration scheme) are exempted from depositing cost of Tender Document and Earnest Money. Documentary evidence needed to be submitted in Cover-I of their offer for claim of such exemption otherwise their offer would be rejected.

6. The order will be placed on the selected firm on obtaining the approval of the competent authority.
7. Successful tenderer will be required to furnish a Security Deposit equivalent to 10% of the evaluated price either in Bank Draft or by Bank Guarantee to Kolkata Port Trust after issue of 'Letter of Intent' by KoPT. The security deposit would be released after expiry of the guarantee period. In case of Bank Guarantee, the same shall remain valid till 30 day from the expiry of the guarantee period. No interest will be allowed on the amount of security money deposited from the date of its receipt until it is released.
8. As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable. The contractor is also liable to pay the service tax element at applicable Govt. rate for recovery from the bill against L.D, damage, penalty, land rent, electricity charges etc. and the same will be deducted from his bill when sent to finance department for payment.
9. Should there be any doubt or ambiguity as to the meaning of any portion of the tender document or if any further information is required, the same shall be clarified / amended in the pre-bid meeting only. The prospective tenderers are advised to attend the pre-bid meeting.
10. The Cover-I i.e. techno-commercial part, should essentially constitute the documents, in order, as mentioned hereunder: -
 - a. Documents relating to details of Similar Works previously carried out by the firm with value of each work and performance / completion certificate as proof of fulfilling the pre-qualification criteria.
 - b. Brief particulars of firm.
 - c. Self attested copy of the Audited Balance Sheet & Profit and Loss Accounts for last three years ending 31.3.2014.
 - d. Copy of the self attested documents related to registration under service tax authority.
 - e. Bid document duly completed and signed with seal on each page.
 - f. Photocopy of General Conditions of Contract duly signed on each page.
 - g. Declaration for compliance with Contract Labour (Regulation & Abolition Act 1970, Employees State Insurance Act, Workmen Compensation Act, Minimum Wage Act 1948 etc.
 - h. Copy of self attested relevant proof containing Income Tax Permanent Account No. Card.

- i. Photocopy of the Treasury Receipt (TR) of the EMD, or Original Bank Draft / Bankers Cheque from a Nationalised / Scheduled Bank of India payable to “FA & CAO, Kolkata Port Trust”.
- j. Photocopy of the Treasury Receipt (TR) of Tender Fee or Original Bank Draft/Bankers Cheque from a Nationalised / Scheduled Bank of India payable to ‘FA & CAO, Kolkata Port Trust’.
- k. A separate letter addressing to Director, Marine Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid document should be enclosed.
- l. Signed blank copy of Price Bid format.
- m. Form of Tender duly filled in bidder’s Letter Head.
- n. Letter of authority, if any.
- o. All intending tenderers shall disclose in their techno- commercial offer, all necessary documents as to whether they are covered under ESI or not. In case, they are covered under ESI Act, they shall have to furnish the details of Registration failing which their tender would be liable to be cancelled. In case, they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit before a First Class Judicial Magistrate to that effect as per enclosed pro-forma, marked as Annexure - A. In case, they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour on a non-judicial stamp paper worth of at least Rs.50/- .The same should be submitted along with the techno commercial bid as per the enclosed pro-forma marked as Annexure-B.
- p. VAT Clearance certificate / VAT Registration Certificate.
- q. Copy of the Current Trade License.
- r. Copy of Provident Fund Registration Certificate. In case the firm is exempted from PF Act and has no valid PF registration, an Affidavit as per enclosed proforma (Annexure-C) is to be submitted by the tenderer
- s. Valid Professional Tax Clearance Certificates (minimum up to 31.03.2014).
- t. An undertaking as per enclosed proforma (Annexure-D) that they have not been debarred or expelled etc. by Govt./Agencies or from any project.
- u. Confirmation to the effect that the price quoted is inclusive of all fees, charges, expenses and taxes as mentioned in this specification including delivery.
- v. Proof of owning yard/slipway in or around Kolkata.

GENERAL CONDITIONS OF THE CONTRACTS

The work is to be executed as per KoPT's approved 'General Conditions of the Contracts, Forms and Agreement' where applicable (enclosed herewith).

Interpretation of Terms

In the Contract and specifications the following words and expressions shall have the meanings as follows:

| | |
|------------------------------|--|
| 'TRUSTEES' | The expression 'THE TRUSTEES' means the Board of Trustees for the Port of Kolkata. |
| 'DIRECTOR MARINE DEPARTMENT' | The expression 'The Director, Marine Department' means the office holding that post under the Trustees and includes his successors in office. |
| 'ENGINEER' | The expression 'The Engineer' means the Director, Marine Department, for the purpose of this contract only. |
| 'ENGINEER'S REPRESENTATIVE' | The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Director Marine Department to act on their behalf for the purpose of this contract. |
| DAY | Day means duration of 24 hours commencing at 00.00 hours midnight till 2400 hours and includes Sundays and Holidays. |
| MONTH | Month means English Calender Month. |

SPECIAL CONDITIONS OF THE CONTRACT

- 1 The repairs of the light vessel 'Pradeep' is to be carried out under the supervision of Superintendent, Boat Registration, KoPT. However, supervision may be entrusted to IRS at the discretion of KoPT in case the quantum of steel renewal exceeds the BOQ amount substantially following thickness determination in the dry-dock. In the event of such involvement, fees for IRS surveyor shall be borne by KoPT. The light vessel is to be put into commission within a period of 30 days from the date of award of the contract/handing over of the vessel whichever is later. In case of excess work in terms of the value of the work, proportionate additional time shall be allowed.
- 2 All steel plate renewals are to be of I.S 2062 Grade-B with proper test certificates. All angles and flat bars are to be of I.S 226. Replacement of fenders, chocks, other fittings & fixtures etc. as applicable, shall be of marine quality. All bought out items shall be of the best approved quality available in the market. The above water and under water paints shall be purchased from reputed manufacturers i.e. Epoxy based paints are to be made of Jotun /Akzonobel/ Sigma / International & all other paints to be made of British paints or Shalimar paints or Jenson & Nicolson. Any substandard material fitted would be required to be replaced at the Contractor's own cost unless approved by KoPT's representative prior to procurement. The work shall be carried out with the highest degree of workmanship to the entire satisfaction of KoPT's representative.
- 3 Replacement of parts/spares required which cannot be supplied by KoPT would be required to be purchased from the authorised dealers/manufacturers and supported with proper purchase documents.
- 4 The vessel would be placed outside the KPD Lock Entrance from where the Contractor would be required to take delivery of the vessel and undertake repairs of the same at their own Yard/Slipway. The time for repairs shall be 30 days from the date of award of the contract or handing over of the vessel whichever is later till final inspection by KoPT representative and commissioning of the vessel.
- 5 For any day or part thereof, stoppage of work due to unforeseen reasons leading to delay in completion of the repairs, the same would be required to be intimated to KoPT in time. If such delay is considered beyond the control of the Contractor then extension of time may be suitably granted.
- 6 Standard Trustees Force Majeure Clause would be applicable for delay in working beyond the control of the repairer.
- 7 Liquidated damage @ ½% per week or part thereof subject to a maximum of 10% of the contract value shall be applicable as per KoPT's standard L.D. Clause.
- 8 Prior to undertaking any additional/unforeseen work by the repairer, the same is to be communicated to KoPT in writing with detailed cost estimate and work to be started only after receipt of KoPT's approval in writing in respect of additional cost and time. For such assessment of cost, the tenderer should indicate their skilled and unskilled labour rates, should there be any difference of views, the decision of DMD, KoPT would be considered final.
- 9 Payment shall be made as per the following Terms & Conditions:
 - a) After delivery of light vessel on completion of repairs, 100% payment will be made against Security Deposit equivalent to 10% of the total cost of repairs during guarantee period of further 6 months. The repairs will

be considered to be completed once the L.V is delivered to KoPT after repairs and painting to the entire satisfaction of KoPT's representative.

- b) For all bought out items which may be required during the repairs and not specifically mentioned but cannot be foreseen in advance, payment would be made on production of purchase documents of such items from authorised dealers/reputed manufacturers of the materials with 10% on basic price as handling and transportation charges.

- 10 All work to be guaranteed for a period of 6 months from the date of handing over of the vessel against bad materials & faulty workmanship.
- 11 The rates quoted in the tender shall hold good and be binding on the tenderer for a period of 180 days from the date of opening of price cover, notwithstanding any increase in the cost of materials and labour or levy or other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by them.
- 12 The vessel is to be insured by the contractor at their cost, to a value of Rs.50.0 Lakh against any loss, damage etc. for the entire period during which she remains with the contractor for such repairs.
- 13 The rate quoted shall be inclusive of all fees, taxes & duties except for Service Tax and Educational Cess if applicable, which shall be paid extra at actual by KoPT.
- 14 Electrode to be used should be IRS/MMD approved and welding work to be carried out (at least for under water hull & deck) by tested certified Welder.
- 15 General information about the Light Vessel,
Length O.A. - 28.25 Metres.
Breadth - 7.5 Metres.
Depth - 4.4 Metres.

KOLKATA PORT TRUST

Tender No. MRN/SDDS/Pradeep/2014-15

Bill of Quantities

Light Vessel Pradeep

| Sl No. | Description | Evaluation Criteria | Quoted Rate (Rs.) | Total (Rs.) |
|--------|--|---------------------|-------------------|-------------|
| 1 | L V Pradeep to be dry docked. Shiplside to be cleaned by using water jet. Entire shiplside including underwater areas and appendages together with main deck plating and above deck structures including mooring bollard, air vents (8 Nos.), twin bollards (12 Nos.), bulwarks (both inside & outside), booby hatch coaming & cover etc., except light structure & internal compartments, to be prepared through Copper Slag blasting to Sa 2.5 standard towards satisfactory surface preparation and apply epoxy base primer paint (Minimum 40 micron before gauging outside hull and deck. | L S | | |
| 2. | Entire Light Structure to be chipped, scrapped and cleaned thoroughly towards satisfactory surface preparation prior to application of paint as per relevant painting scheme mentioned hereunder. | | | |
| 3. | After completion of all repairs, renewal area to be swipe blasted before application of paints as per painting scheduled. Painting of entire light vessel including underwater areas and appendages, main deck plating together with above deck structures like towing bitts, twin bollards, bulwarks (both | | | |

| | | | | |
|----|---|------------|--|--|
| | <p>inside & outside), booby hatch coaming & cover & light structure with Epoxy based paints, after surface preparation as mentioned at item 1, as per Painting Schemes A, B, C & D. Paints need to be supplied by the Contractor. Painting is to be done with airless spray under the supervision of paint manufacturer's representative with certification before each coat by him.</p> <p>Painting of internal compartments is to be done after necessary surface preparation as per Painting Scheme E. Paints need to be supplied by the Contractor.</p> | | | |
| 4. | Ultrasonic gauging to be carried out by IRS approved workshop in the underwater area and main deck. Gauging report to be compiled and shown to the Engineers representative/ third party for further recommendation. | 400 points | | |
| 5. | Rate per running meter for removal and refitting of Rubber gaskets, approximately of width 40mm and 25 mm thick to be renewed in way of 08 nos. booby hatch covers. | 25 mtrs. | | |
| 6. | Draft marks, ford and aft on both sides to be welded on shipside and painted with white paint. Draft mark to be shown up to 3.4 mtrs. Port of Registry in stern region to be built up and painted with white paint. | L S | | |
| 7. | Station name to be painted with white paint on both sides. Ships name & owners name welded on shipside to be painted with white paint. | L S | | |
| 8. | Renewal of worn out Guard chains with 12 mm dia chain. Length approx 30 mtrs. | 15 mtrs. | | |

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|-----|--|----------|--|--|
| 9. | Renewal of worn out Guard chains in lattice structure with 6 mm dia chain. Length approx 2 mtrs. | 2 mtrs | | |
| 10. | 46 nos. Butterfly nuts including securing chains to be renewed. | 46 nos. | | |
| 11. | Lantern platform on the working platform of lattice structure to be modified to height 115 mm with four legs and upper base plate dimension 650mmx650mmx10mm. | L S | | |
| 12. | Ladder to the working platform from main deck to be renewed along with sufficient number of man guards for safety of the personnel. | L S | | |
| 13. | Rate for complete renewal of deck plate of the working platform of the lattice structure with plate of thickness 10mm. Diameter of the plate 3650mm | L S | | |
| 14. | Sacrificial Aluminum Zinc anode to be renewed. The chemical composition of anode (approx. size 260 mm x 100 mm x 50 mm) will be aluminium-94.5%, Zink-5.5% with permission of able tolerance of 0.5%. Rate to be quoted for removal of the existing anode and refitting of the new one. Anodes to be supplied by the contractor along with test certificate from IRS/MMD approved Test Laboratory certificate. | 14 nos. | | |
| 15. | Corroded and dented guard rails and stanchions in way of main deck to be cropped and renewed. | 25 mtrs. | | |
| 16. | Corroded and dented guard rails and stanchions in way of lattice structure working platform to be cropped and renewed. | 45 mtrs | | |
| 17. | Securing chains of dia 6 mm for booby hatch covers, total 16 nos to be renewed. | 5 mtrs | | |

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|--------------|--|----------|---|--|
| 18. | Renewal per tonne of finished steel structure which would include hull plates and angles of all curvatures, deck plates, brackets, bulwark, bulk heads, light tower, bilges, water tight hatches with their closing equipment e.g. hinges, hinge pins, lugs etc. hatch comings with m.s. plate and sections at all heights and locations of the light vessel including cost of steel materials and consumables, labourers and all allied materials and cost of hose testing of hull plates as necessary after erection of staging as required for the work and recommended by KoPT's representative. | 2.0 tons | | |
| 19. | Fitting of doublers with m.s. plate in way of hull plates of all curvatures, deck plates, bulwark, hatch-coming etc. at all heights and locations of the light vessel in an approved manner with all labour, consumables and all allied materials including steel, after preparation of all areas in way and erection of staging as required for the work and recommended by KoPT's representative. | 0.5 ton | | |
| 20. | Rate per running Mtrs of building up welding per run after proper surface preparation and grinding. | 50 mtrs | | |
| 21. | Dry-dock hire charge for the underwater work of the light vessel. | LS | - | |
| 22. | Docking and Undocking charges of the light vessel including charges towards receiving / delivery to and from Kidderpore Dock Approach Jetty. | LS | - | |
| Grand Total: | | | | |

Painting Schedule

Entire light vessel including internal compartments, light structure, main deck and fittings thereon etc. are to be painted after surface preparation and thorough cleaning, as mentioned above, as per painting scheme given hereunder. Painting is to be done with airless spray, except for internal compartments and light structure, under the supervision of paint manufacturer's representative. Paints of one of the reputed manufacturers viz. Jotun / Sigma / Akzonobel/ International are to be used of latest available stock (duly reflected in the invoice) and supplied by the Contractor. Certificate from the paint manufacturer / their authorized representative is required to be provided. Rate for Copper Slag Sweeping, Painting etc. are to include all costs e.g. scaffolding, labourers, consumables, cost of paint etc.

1. Underwater upto wind-water line: Scheme A

- 1st coat - Epoxy base primer (40 Micron DFT)
- 2nd coat - Epoxy base Anti-Corrosive (125 Micron DFT)
- 3rd coat - Modified epoxy (tie-coat) (100 Micron DFT)
- 4th coat - Epoxy base Antifouling (100 Micron DFT)
- 5th coat - Epoxy base Antifouling (100 Micron DFT)

2. Outside hull from wind-water line upto main deck: Scheme B

- 1st coat - Anti-Corrosive (125 Micron DFT)
- 2nd coat - Epoxy base International Orange (100 Micron DFT)
- 3rd coat - Epoxy based International Orange (100 Micron DFT)

3. Main Deck: Scheme C

Epoxy based Primer cum Finish Green - 2 coats of 75 Micron DFT each.

4. Above Deck Structures: Scheme D

- 1st coat - Anti-Corrosive (125 Micron DFT)
- 2nd coat - Epoxy base International Orange (100 Micron DFT)
- 3rd coat - Epoxy based International Orange (100 Micron DFT)

5. Internal Compartments: Scheme E

Red Oxide - 1 coat (floor area to have 2 coats).

Aluminium Paint - 2 coat.

6. Ford & Aft towing bit, twin bollards.

Black Bitumastic-2 coats.

FORM OF TENDER
TENDER NO. MRN/SDDS/Pradeep/2014-15

To
The Director,
Marine Department,
Kolkata Port Trust,
15, Strand Road,
KOLKATA - 700001.

Dear Sir,

We M/s. _____
of _____ having read
and fully understood the specification, conditions of tender and general
conditions of contract hereby tender to repair the Light Vessel as per
Tender No. MRN/SDDS/ Pradeep /2014-15 for the Trustees for the Port of Kolkata
in accordance with and as set forth in annexed General Conditions of Contract
and General Specifications.

The quotations have been submitted in Cover-I and Cover-II as
stipulated.

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 undertake to complete the work of L.V. 'Pradeep' in all respects in
accordance with the specifications and drawings and to deliver to KoPT at
Kolkata for acceptance after trials within stipulated time frame.

We have deposited with the Trustees' Financial Adviser & Chief
Accounts Officer Rs.32,860/- vide Receipt No. _____
dated _____ as Earnest Money, Photostat copy of which is attached.

We also agree to abide by this tender for a period of 180 days from the
date of opening of price bid and in default of doing so, forfeiture of the Earnest
Money Deposited is at the option of Trustees.

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 the Trustee's are not bound to give any reason for
their decision.

Yours faithfully,

Dated _____

Signature

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

KOLKATA PORT TRUST
AGREEMENT FORMAT
SECTION.

THIS AGREEMENT made the _____ day of _____ 2013 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (No.38 of 1963) having its Head Office at 15, Strand Road, Kolkata -700001 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and

M/s.

Having its office at _____ and Shipbuilding Yard at _____ (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 Trustees are desirous that certain works should be executed / constructed, viz. repairs and painting of L.V. 'Pradeep' and have accepted a Tender / Offer by the Contractor for the construction, completion of repairs and painting of such works.

AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the general Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this Agreement, viz.:
 - (a) The said Tender and the acceptance of Tender.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees Schedule of Rates and prices (if any).
 - (i) All correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustee's hereby covenant 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 contract.

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

The Seal of _____

Was hereunto affixed in the presence of:

Name _____

Address _____

or
SIGNED SEALED AND DELIVERED.

By the said _____

In the presence of :

Name _____

Address _____

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

Name _____

Address _____

Rs.50/-
STAMP

GUARANTEE BOND.

In consideration of the Board of Trustees' of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trust's Act 38 of 1963 (hereinafter called the Trustees' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office) having agreed to exempt

M/s. _____

(hereinafter called the said "Contractor", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, heirs, assigns, administrators and legal representative) from the demand under the Terms and Conditions of the Agreement dated, _____ for repairs/construction, painting, delivery and commissioning of light vessel 'Pradeep' (hereinafter called the said Agreement) of Security Deposit for the due fulfilment by the said contractor of all the Terms and Conditions contained in the said agreement on production of Bank Guarantee for

_____) only representing 10 % of the contract price _____ only.

We, the _____ (hereinafter called the Bank) do hereby undertake to pay the Trustees' an amount _____ not exceeding _____ of Rs. _____ (_____) only against any loss or damage caused to or suffered or would be caused to or suffered by the Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement.

1. We, _____ do hereby unconditionally, irrevocably undertake to pay to the Trustees' the amounts due and payable under this guarantee without any demur, merely on a demand from the said Trustees' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said Trustees' by reasons of any breach by the said contractor of any of the Terms & Conditions contained in the said Agreement or by reasons of the Contractors' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (_____) only.
2. We, _____, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable from the date

of execution of this guarantee i.e. from _____till the expiry of () calendar months and covering the guarantee period i.e. up to _____ and till all the duties of the Trustees under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Trustees' certify that the Terms and Conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liabilities under this guarantee thereafter.

3. We, _____, further agree with the Trustees that the Trustees shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend the time of performance by the said contractors from time to time or to postpone, for any time or from time to time any of the powers exercisable by the Trustees against the said contractors and to forebear or enforce any of the Terms and Conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors or for any forbearance, act or omission on the part of the Trustees or any indulgence by the Trustees to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. We undertake to pay to the Trustees within a week any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. Notwithstanding anything contained herein, our liability under the guarantee _____ is _____ restricted _____ to _____ (_____) only. Our guarantee shall remain in full force till its expiry on _____ from the date of issue, unless a demand or claim under this guarantee is made on us in writing on or before _____ and we shall be discharged from all liabilities under this guarantee.
6. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Trustees in writing and agree that any change in the constitution of the Bank or the Contract shall not discharge our liability hereunder.

Dated, the _____ day of _____ 2013

WITNESS:

1. N A M E :

DESIGNATION :

BANK'S NAME :

& ADDRESS.

1. N A M E :

DESIGNATION :

BANK'S NAME :

& ADDRESS.

On Non-judicial Stamp Paper of at least Rs.50/-
BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

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

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

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

DEPONENT

Identified by me.

1.

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

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

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

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

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

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

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1st CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____

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

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director _____

Having office at _____

and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause No. _____ of the Tender vide NIT No. _____ issued by the Kolkata Port Trust in respect ofo the work (the work is to be mentioned).

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

Deponent

Identified by _____

Covering letter

Ref. No.

Dated:

The Director, Marine Department,
Kolkata Dock System, Kolkata Port Trust,
15, Strand Road, Kolkata - 700001.

Dear Sir,

1. We _____ (Name of Tenderer having examined the Tender Document and understood its contents, hereby submit our Tender for _____ dt. _____
2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or Authenticate the Tender.
4. We, _____ (Name of Tenderer) hereby undertake that we will abide by the decisions of KoPT in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard. We, further acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify the following
 - a) We have not been debarred by the Central / State Govt. or any entity Controlled by them or any other legal authority from participating in any Tender /Contract / Agreement of whatever kind
 - b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.
6. We declare that:
 - a) We have examined and have no reservations to the Tender Document, Including the Addendum, if any, issued by KoPT thereon.

- b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

Signature of Tenderer

Name _____

Designation _____

Date _____

Seal:

GENERAL CONDITIONS OF CONTRACT

FORMS AND AGREEMENTS

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

**CALCUTTA PORT TRUST
CALCUTTA DOCK SYSTEM**

**& HALDIA DOCK COMPLEX
MAY, 1993**

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GENERAL CONDITIONS OF CONTRACT

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CLAUSE

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DEFINITIONS

CHAPTER - I

I. DEFINITIONS.

| | | |
|-----|---|-------------------------------|
| 1.0 | In the contract, as here-in-after defined, the following works and expressions shall have the meaning here-in assigned to them except where the context otherwise required. | |
| 1.1 | “Employer” or “Board or “Trustees” means the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trust Act, 1963, including their successors, representatives and assigns. | Employer |
| 1.2 | “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963. | 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 Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clause 2.4 to 2.6 hereof. | Engineer’s Representative |
| 1.6 | “Work” means the Work to be executed in accordance with the Contract and includes authorised “Extra Works” and “Excess Works” and Temporary Works. | Works |
| 1.7 | “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering , soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials , gantries, temporary tracks and roads, temporary culverts and mixing platforms. | Temporary works |
| 1.8 | “Extra Works ” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of 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 | Extra works and Excess works. |

| | | |
|------|---|---------------------------|
| | Quantities. | |
| 1.9 | "Specifications" means i.e. relevant and appropriate Bureau of Indian Standard's Specifications(latest revisions) for materials and workmanship unless stated otherwise in the Tender. | Specification |
| 1.10 | "Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. | Drawings |
| 1.11 | "Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. | Contract |
| 1.12 | "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent work. | Constructional Plant |
| 1.13 | "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. | Site |
| 1.14 | "Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions there from as may be made by the Engineer under the provisions here-in-after contained | Contract Price |
| 1.15 | "Month" means English Calendar Month. | Month |
| 1.16 | "Excepted risks" are riot in so far as it is uninsurable , war, invasion, act of foreign enemies, hostilities (whether war be declared or not) Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees or any portion of the works in respect of which are herein collectively referred to as the excepted risks). | Expected Risks |
| 1.17 | Word importing the singular only, also includes the plural and vice-versa where the context so requires. | Singular / plural |
| 1.18 | The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. | Headings / Marginal Notes |
| 1.19 | Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the contractor, whether on or off the site. | |

2.0 DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE

| | | |
|-----|--|-------------------------|
| 2.1 | The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineers' direction on any matter whatsoever. | Engineer's Authority |
| 2.2 | The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative. | Authority of Engineer's |

| | | |
|-----|--|---|
| | | Representative |
| 2.3 | <p>The Engineer shall have full power and authority:</p> <p>(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose or proper and adequate execution and maintenance of the works and the contractor shall carry out be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.</p> <p>(f) to grant extension of completion time.</p> | Engineer's Power |
| 2.4 | <p>The Engineer & Representative shall:</p> <p>(i) watch and supervise the works,</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work,</p> <p>(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,</p> <p>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise,</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense,</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of work and</p> <p>(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.</p> | Power of Engineer's Representative |
| 2.5 | <p>Provided always that the Engineer's Representative shall have no power:</p> <p>a) to order any work involving delay or any extra payment by the Trustees,</p> <p>b) to make variation of or in the works and</p> <p>c) to relieve the Contractor of any of his duties or obligations under the Contract.</p> | Limitation of Engineer's Representative's Power |
| 2.6 | <p>Provided also as follows:</p> <p>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing of the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.</p> <p>(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.</p> <p>(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</p> | Engineer's Over-riding Power |

| | | |
|--|---|--|
| | bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation. | |
|--|---|--|

3.0 THE TENDER /OFFER AND ITS PRE-REQUISITES.

| | | |
|-----|---|--|
| 3.1 | The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration: | The Tender must encompass all relevant aspects / issues |
| | (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work. | Site & Local condition |
| | (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. | Drawing / Specification / nature & extent of work to be done |
| | (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. | Accommodation for Contractor's men / materials |
| | (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. | Water for drinking etc. / Electrical power |
| | (e) Payment of taxes and duties and compliance of all applicable statutes, 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 Owners' name |
| 3.4 | (a) Unless otherwise stipulated in the Notice Inviting the Tender/offer, every tender must be submitted with Earnest Money of the amount calculated | Earnest Money and Security Deposit. |

| | | | |
|-----------------------------|---|---|------------------------|
| as per the following scale. | | | Scale of E.M. Deposit. |
| Estimated value or work | Amount of Earnest Money | | |
| | For works contract | For contract of supplying materials or equipment only. | |
| Upto Rs.1,00,000 | 5% of the estimated value of work. | 1% of the estimated value of work. | |
| Over Rs.1,00,000 | 2% of the estimated value of work subject to maximum of Rs.20,000/- and minimum of Rs.5,000/- | ½% of the estimated value of work subject to a maximum of Rs.10,000/- and minimum of Rs.1,000/- | |

| <p>(b) Earnest Money shall be deposited with the Trustee's treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia Holding as the case may be and the receipt granted thereof be kept attached to the Tender/offer in the Sealed Cover.</p> <p>(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta/Haldia.</p> <p>(d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' F&CAO/Manager(Finance) according to his Class or Registration, shall be exempt from depositing the Earnest Money, as per the following scale:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Class of Registration</th> <th style="text-align: center;">Amount of Fixed Security</th> <th style="text-align: center;">Financial limit of each tender.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td style="text-align: center;">Rs.10,000/-</td> <td style="text-align: center;">Any tender priced upto Rs.2,00,000/-</td> </tr> <tr> <td style="text-align: center;">B</td> <td style="text-align: center;">Rs.5,000/-</td> <td style="text-align: center;">Any tender priced upto Rs.1,00,000/-</td> </tr> <tr> <td style="text-align: center;">C</td> <td style="text-align: center;">Rs.2,500/-</td> <td style="text-align: center;">Any tender priced upto Rs.50,000/-</td> </tr> </tbody> </table> <p>(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.</p> <p>(ii) If before expiry of the validity period of his Tender/offer, the tenderer amends his quoted rates or tender/offer making</p> | Class of Registration | Amount of Fixed Security | Financial limit of each tender. | A | Rs.10,000/- | Any tender priced upto Rs.2,00,000/- | B | Rs.5,000/- | Any tender priced upto Rs.1,00,000/- | C | Rs.2,500/- | Any tender priced upto Rs.50,000/- | <p>Method of Paying E.M.</p> <p>Refund of E.M.</p> <p>Exemption from E.M. to Regd. Firms.,</p> <p>Tender without E.M. liable to rejection. Forfeiture of EM before acceptance of offer.</p> |
|---|--------------------------|---|------------------------------------|---|-------------|---|---|------------|---|---|------------|---------------------------------------|---|
| Class of Registration | Amount of Fixed Security | Financial limit of each tender. | | | | | | | | | | | |
| A | Rs.10,000/- | Any tender priced upto Rs.2,00,000/- | | | | | | | | | | | |
| B | Rs.5,000/- | Any tender priced upto Rs.1,00,000/- | | | | | | | | | | | |
| C | Rs.2,500/- | Any tender priced upto Rs.50,000/- | | | | | | | | | | | |

| | <p>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.</p> <p>(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.</p> <p>(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done upto the stage of completion.</p> <table border="1" data-bbox="300 600 1139 1249"> <thead> <tr> <th>Value of work</th> <th>% of Security Deposit for works contract</th> <th>% of Security Deposit for Contract of supplying materials & equipments only</th> </tr> </thead> <tbody> <tr> <td>For works upto Rs.10,00,000/-</td> <td>10% (Ten percent)</td> <td>1% (One percent)</td> </tr> <tr> <td>For works costing more than Rs.10,00,000/- and upto Rs.20,00,000/-</td> <td>10% on first Rs.10,00,000/- +7½% on the balance</td> <td>1% on first Rs.10,00,000/- + ½% on the balance.</td> </tr> <tr> <td>For works costing more than Rs.20,00,000/-</td> <td>10% on first Rs.10,00,000/- +7 ½% on next Rs.10,00,000/- 5% on the balance.</td> <td>1% on first Rs.10,00,000/-, ½% on next Rs.10,00,000/-, ¼% on the balance</td> </tr> </tbody> </table> <p>(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.</p> <p>(i) No interest shall be paid by the Trustees to the Tenderer / Contractor and the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.</p> | Value of work | % of Security Deposit for works contract | % of Security Deposit for Contract of supplying materials & equipments only | For works upto Rs.10,00,000/- | 10% (Ten percent) | 1% (One percent) | For works costing more than Rs.10,00,000/- and upto Rs.20,00,000/- | 10% on first Rs.10,00,000/- +7½% on the balance | 1% on first Rs.10,00,000/- + ½% on the balance. | For works costing more than Rs.20,00,000/- | 10% on first Rs.10,00,000/- +7 ½% on next Rs.10,00,000/- 5% on the balance. | 1% on first Rs.10,00,000/-, ½% on next Rs.10,00,000/-, ¼% on the balance | <p>E.M. to be converted to part S.D.</p> <p>Mode of recovery of balance S.D.</p> <p>Scale of S.D. Recovery</p> <p>S.D. for supply, contracts to be deposited in advance</p> <p>No interest payable on E.M. / S.D.</p> |
|--|--|---|--|---|-------------------------------|-------------------|------------------|--|---|---|--|---|--|---|
| Value of work | % of Security Deposit for works contract | % of Security Deposit for Contract of supplying materials & equipments only | | | | | | | | | | | | |
| For works upto Rs.10,00,000/- | 10% (Ten percent) | 1% (One percent) | | | | | | | | | | | | |
| For works costing more than Rs.10,00,000/- and upto Rs.20,00,000/- | 10% on first Rs.10,00,000/- +7½% on the balance | 1% on first Rs.10,00,000/- + ½% on the balance. | | | | | | | | | | | | |
| For works costing more than Rs.20,00,000/- | 10% on first Rs.10,00,000/- +7 ½% on next Rs.10,00,000/- 5% on the balance. | 1% on first Rs.10,00,000/-, ½% on next Rs.10,00,000/-, ¼% on the balance | | | | | | | | | | | | |
| 3.5 | i. The Security Deposit shall be refunded to the Contractor or in terms of | Mode of refund of | | | | | | | | | | | | |

| | | |
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| | <p>Clause 9.3 hereinafter and subject to deduction, if any, under the provisions of such clause 3.5 (ii) herein below. If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim "Certificate in Form G.C.3.</p> <p>ii. The Security Deposit/Earnest Money may be liable to forfeiture at the opinion of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.</p> | <p>S.D.</p> <p>Forfeiture of S.D.</p> |
| 3.6 | <p>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.</p> | <p>Bank Guarantee in lieu of Cash S.D. in Certain Cases.</p> |

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR.

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| 4.1 | <p>a) The contract documents shall be drawn-up in English language.</p> <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 Act:</p> <ol style="list-style-type: none"> 1. The Indian Contract Act, 1872. 2. The Major Port Trust Act, 1963. 3. The Workmen's Compensation Act, 1923. 4. The Minimum Wages Act, 1948. 5. The Contract Labour (Regulation & Abolition) Act, 1970. 6. The Dock Workers' Act 1948. 7. The Indian Arbitration Act (1940) (in the case of a definite Arbitration Agreement only). | <p>English Language to be used.</p> <p>Applicability of laws on the contract.</p> |
| 4.2 | <p>After acceptance of his Tender/Offer and when called upon to do so by the Engineer or his representative, the Contractor shall, at his own expense, enter</p> | <p>Contractor to Execute Contract Agreement.</p> |

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| | into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term "Contractor" here-in-before, shall collectively be the Contract. | |
| 4.3 | Several documents forming the contract are to be taken as mutually explanatory or one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. | 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 or (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "place rate" basis shall not be deemed to be subletting 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 to and from the site and in and about the work, including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. | 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/preposed/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) | Contractor to submit his programme of |

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

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| | for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. | caused by him in executing the work. |
| 4.15 | The Contractor shall immediately inform the Engineer's Representative if any fossil, coins, articles of value or antiquity and structures and other remains or things or geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them of the Trustees' expense as per the instruction of the Engineer's Representative. | Fossils, Treasure troves, etc. are Trustees' property. |
| 4.16 | The Contractor shall be deemed to have indemnified the Trustee, against all claims, demands, actions and proceedings and all costs arising there from on account of : (a) Infringement of any patent right, design, trade-mark, or name or other protected right, in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. (c) Unauthorised obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person. (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work. (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials. The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work. | Contractor to indemnify the Trustees against all claims for loss, damages etc. |
| 4.17 | Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. | Dismantled materials Trustees' property. |
| 4.18 | The Contractor's quoted rates shall be deemed to have been inclusive of the following: (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 waster by the Contractor's men or those of his agency. (d) Making arrangements for deployment of all labourers and workers, local | Contractor's quoted rates / price must be all inclusive. |

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| | <p>or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipal Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like small-pox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.</p> | |
| 4.19 | Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustee's enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. | Notice to Contractor. |
| 4.20 | The Contractor and his sub-contractor or their agents and men and any firm supplying plant, materials, and equipment shall not published any photographs or description of the works without the prior authority of the Engineer in writing. | Contractor not to publish photo graph or particulars of work. |
| 4.21 | The Contractor shall, at the Trustees' cost to be decided by the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default. | 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 a lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer of this Representative. | Trustees' lien on Contractor's Plant & Equipment. |

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

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| 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. |
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| 5.2 | The Contractors shall provide and maintain a suitable office at or near the site, to whom the Engineer's Representative may send communications and instructions for use of the Contractor. | Contractor's site office. |
| 5.3 | Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligation. 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 hire 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 and 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: (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative. (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission. (c) The Trustees' materials will generally be supplied in stages and in | The contractor shall account for and look after the Trustees' materials. Contractor to compensate for loss and damage to Trustees' materials Delay in supply of Trustees' materials |

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| | <p>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>(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>(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been - (i) lost or damaged, (ii) consumed in excess of requirement, and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19¼% extra over the higher one of the followings -</p> <p>(1) The issue of the materials of the Trustees' Stores, and</p> <p>(2) The market price of the material on the date of issue as would be determined by the Engineer.</p> | <p>will only entitle the Contractor for extension of completion time of work.</p> <p>Recovery from Contractor for Trustees' materials under normal Circumstances.</p> <p>Recovery from Contractor for Trustees' materials under other circumstances.</p> |
| 5.9 | <p>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.</p> | <p>Contractor to replace materials / work not acceptable to the Engineer or his representative.</p> |
| 5.10 | <p>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.</p> <p>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.</p> | <p>Contractor to seek approval of Engineer or his Representative before covering up any portion of work.</p> |
| 5.11 | <p>On a written order of the Engineer or his Representative, the contractor shall</p> | <p>Contractor to suspend</p> |

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| | <p>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 –</p> <p>(a) otherwise provided for in the contract, or</p> <p>(b) necessary by reason of some default on the part of the Contractor, or</p> <p>(c) necessary by reason of climatic conditions on the site, or</p> <p>(d) necessary for proper execution of the works or for the safety of the works or any part thereof.</p> <p>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.</p> | work on order from Engineer or his Representative. |
| 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 an application be entitled to partial completion certificate in the Form of G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned. | Completion Certificate G.C.1 |

6.0 TERMS OF PAYMENT.

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| 6.1 | <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 payment, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.</p> | All interim payments are advance till issue of Certificate in Form G.C.2. |
| 6.2 | All payments shall be made to the Contractor on the basis of measurement of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. | Payment on the basis of measurements at agreed rates. |
| 6.3 | For work of sanctioned tender value more than Rs.50,000/- or having an initially | Limitation for on |

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| | <p>stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that, subject to execution of work of substantial value in the context of the contract price, the interval of such an account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.</p> | account payment. |
| 6.4 | <p>Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurement taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor.</p> | Recording of measurements. |
| 6.5 | <p>Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstract of quantities, amounts and recoveries to type out the bill.</p> | |
| 6.6 | <p>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 -</p> <ul style="list-style-type: none"> (i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature, (ii) the value of such materials shall be assessed by the Engineer or his Representative, of their own discretions, (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials, (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise, (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the | |

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| | <p>contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,</p> <p>(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer on irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Scheduled Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The bank Guarantee must bear an undertaking by the issuing Bank Guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee,</p> <p>(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.</p> | |
| 6.7 | No Certificate of the Engineer or his Representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his Representative should over certify for payment or the Trustees should over-pay the Contractor on any account. | Recovery for wrong and overpayment. |
| 6.8 | No claim for interest shall be admissible to the Contractor at any stage in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to contractor. |

7.0 VARIATION AND ITS VALUATION:

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| 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</p> | Engineer's power to vary the works. |

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| | of the works. | |
| 7.3 | No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value(if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. | Variation by Engineer do not vitiate the contract. |
| 7.4 | Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. | Where written order for variation is not needed. |
| 7.5 | <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 of 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 of 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> | Payment for extra or additional or omitted work or substituted work Engineer's powers. |

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

| | | |
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| 8.1 | Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotions or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing or suitable extension of completion time within 7 days from the date of occurrence of the reasons and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the | Extension of completion time. |
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| | <p>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.</p> | |
| 8.2 | <p>(a) If the Contractor fails to complete the work within the stipulated date 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.</p> <p>(b) Without prejudice to any of their legal rights, the Trustees shall have the power for recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/ under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days' notice in writing has been given to the Contractor by the Engineer or his Representative.</p> | Liquidated damage and other compensation due to Transits. |
| 8.3 | <p>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:</p> <ol style="list-style-type: none"> 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 work in accordance with the contract or is persistently or flagrantly neglecting to carry out his | Default of the Contractor remedies and powers / Termination of contract. |

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT.

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

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| | as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the Contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the control for full and final completion of the work. | completion. |
| 9.3 | On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by Submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. | Refund of Security Deposit. |
| | | |

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTE & ARBITRATION.

| | | |
|--------|---|----------------------|
| 10.1 | In all disputes, matters, claims, demands, or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of parties to the contract and shall forthwith be given effect to by the Contractor. | 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 decisions. | 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 required that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. | 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 hit predecessor. | |
| 10.3.2 | The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing. | |
| 10.3.3 | The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment hereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties. | |

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| 10.3.4 | The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid. | |
| 10.3.5 | The Award of the Arbitrator shall be final and binding on all parties subject to the provision of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award. | |
| 10.3.6 | The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and condition of the contract in question. | |
| 10.3.7 | Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause. | |
| 10.3.8 | 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 | <p>Provided always as follows:</p> <p>(a) Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender/offer is less than Rs. 40,00,00/-.</p> <p>(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.</p> <p>(c) Contractor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications, in the context of contract conditions, before the issuance of final completion certificate in Form G.C. 2 bid. No dispute or difference on any mater whatsoever, pertaining to the contract can be raised by the contractor after submission of certificate in Form G.C.3 by him.</p> <p>(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.</p> <p>(e) The Chairman/Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 here-in-above, on their sole discretion, by adding the names of new Arbitrators and/or by deleting the names of existing Arbitrators, without making any reference to the Contractor.</p> | |

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

FORM OF TENDER

CONTRACT NO.....

To

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

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

THE TOTAL AMOUNT OF TENDER Rs.....

(Repeat in words).....

.....

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

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

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness:

Signature-----

Name-----
(In Block Letters)

Name of the
Tenderer:-----

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

-----Address:-----

Occupation: -----

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

FORM OF AGREEMENT

THIS AGREEMENT made this.....day of19.....
between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port
Trusts Act, 1963(hereinafter called "Trustees" which expression shall unless excluded by or repugnant to
the context be deemed to include their successors in office) of the one part
and.....(hereinafter called "the Contractor, which expression shall unless excluded by or

repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - (a) The said Tender/offer & the acceptance of tender/offer.
 - (b) The Drawings.
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract (if any).
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Bill of Quantities.
 - (h) The Trustees' Schedule of Rates and Prices (if any).
 - (i) All correspondence, by which the contract is added, amended, varied or modified in any way by mutual consent.

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

4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of _____ was hereunto affixed in the presence of :

Name _____

Address _____

Or

SIGNED SEALED AND DELIVERED

by the said _____

in the presence of :

Name: _____

Address: _____

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

Name: _____

Address: _____

CALCUTTA PORT TRUST

FORM G.C.1

Contractor :

Address :

Date of Completion:

Dear Sir/s,

This is to certify that the following works viz.

Name of Work : dt.....

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

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

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

Allocation:.....

Contract No. :

which was carried out by you is in the opinion of the undersigned complete in every respect on the.....day of19.....

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

days/weeks/months/years.

From the.....day of19....

to theday of19....

Signature(.....)

(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

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

OFFICE SEAL

CALCUTTA PORT TRUST

FORM G.C.2

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

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of work :

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

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

Work Order No. dt.....

Contract No. :

Resoln. No. & Meeting No. :

Allocation :

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

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

NAME

DESIGNATION.....

OFFICE SEAL

CALCUTTA PORT TRUST

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

The Engineer
Calcutta Port Trust
Calcutta/Haldia

(Attn:))

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

Dear Sir,

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

Name of Work :

Work Order No. dt.

Contract No. : dt.

Agreement No. : dt. -----

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

Yours faithfully,

(Signature of Contractor)

Date:

Name of Contractor :

Address :

.....

(OFFICIAL SEAL OF THE CONTRACTOR)

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

To
The Board of Trustees
for the Port of Calcutta.

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

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate, duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri /Messrsa proprietary Partnership/Limited/Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for(write the name of the work as per Work Order) in terms of the Work Order No. dated(hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of the Bank Guarantee for Rs Rupees), 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 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.

3. We.....Branch, Calcutta / Haldia, further agree that a mere demand by the Trustees at any time and in the manner aforesaid, is sufficient for us.....Branch, Calcutta -----...../Haldia to pay the amount covered by this Bank Guarantee in full and in the manner afore-said 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 unde an/or by virtue of the terms and conditions to the said contract have been fully paid and its claim satisfied an/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee subject however, that this guarantee shall remain valid upto and inclusive ofday of19.....and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6(six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us.....Branch, Calcutta / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as 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 forebearance, 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)