

**HALDIA DOCK COMPLEX  
KOLKATA PORT TRUST**



**ENGINEERING DEPARTMENT INVITE E-TENDER**

**[Tender No. SDM(P&E)/T/63/2019-2020]**

**FOR**

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 3.3 KV, 1010 KVA DIESEL GENERATOR SET WITH AMF PANEL INCLUDING COMPREHENSIVE MAINTENANCE CONTRACT (CMC) FOR THE PERIOD OF 5 YEARS AFTER EXPIRY OF 2 YEARS GUARANTEE PERIOD FOR LOCK ENTRANCE ,HALDIA DOCK COMPLEX, KOPT.

**March - 2020**

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**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**  
**SHORT E-TENDER NOTICE**

**E-Tender ID : 2020\_KoPT\_552891\_1**

Online e-tenders are invited for the work of “Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.”.

Closing date & time of online submission of e-tender: **13.04.2020**, up to 15:00 Hrs.

For details of tender and any corrigendum / addendum, please visit CPPP’s e-portal <https://eprocure.gov.in/eprocure/app>.

**General Manager (Engineering)**  
**Haldia Dock Complex**  
Kolkata Port Trust

KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX  
**NOTICE INVITING E-TENDER**

(Tender No. SDM(P&E)/T/ 63 /2019-2020)

**E-Tender ID : 2020\_KoPT\_552891\_1**

**E-Tenders**, under **single stage two part system** [Part I: **Pre-qualification & Techno-commercial Bid** and Part II: **Price Bid**] are invited on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT), from the intending bidders, fulfilling the “**Minimum Eligibility Criteria (MEC)**” and complying with the “Documents To Be Uploaded” for the work of “Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT”.

**2.1 MINIMUM ELIGIBILITY CRITERIA (MEC):**

**2.1.1** The average annual financial turnover of the bidder, during the last three (3) years, ending 31<sup>st</sup> March, 2019, must be at least RS. 53,18,127.00 Auditor’s Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2016-17, 2017-18 & 2018-2019 including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available.

**Note:** The bidder must upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2016-17, 2017-18 & 2018-2019 along with Balance Sheets and Profit & Loss Accounts.

**2.1.2** The bidder must have experience of having successfully completed “Similar Works” [defined below] during last seven (7) years, ending last day of month previous to the one in which tenders are invited, and the experience must be either of the following :-

a) Three similar completed works of contract value not less than Rs. 70,90,836.00 each.

Or

b) Two similar completed works of contract value not less than Rs. 88,63,545.00 each.

Or

c) One similar completed work of contract value not less than Rs. 1,41,81,672.00

The term “*similar works*” means -

“Supply, installation, testing and commissioning of Diesel Generator Set of capacity of 500 KVA and above with AMF Panel at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organisations”.

Or

“Supply, installation, testing and commissioning of HT Installation with Diesel

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Generator Set of capacity of 500 KVA with AMF Panel at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organisations”

Or

“Supply, installation, testing and commissioning of HT Installation in any Port Sector /PSU/Autonomous Bodies /State Govt./Pvt. Sector along with a completion certificate for installation, testing and commissioning of 500 KVA DG set and above.

**Note:** The bidder must upload the scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, value of work done, etc

## **2.2 DOCUMENTS TO BE UPLOADED:**

### **2.2.1 ESSENTIAL DOCUMENTS:**

- i. Scanned copies of Audited Balance Sheets and Profit & Loss Accounts for the years 2016-17, 2017-18 and 2018-19.
- ii. Scanned copies of work order(s) for similar works, successful completion certificates (with performance) from clients indicating the date of completion, Value of work done, etc.
- iii. Scanned copy of Power of Attorney.

Note: In case the tender is submitted by the Proprietor of the Firm, Power of Attorney is not required.

### **2.2.2 OTHER DOCUMENTS:**

- i. Goods and Services Tax (GST) Registration Certificate, issued by Government of India.
- ii. Valid **Profession Tax Clearance Certificate (PTCC)** or Up-to-date **Profession Tax payment challan**, if applicable. If this is not applicable, the bidder must submit [upload] a declaration in this regard.
- iii. Certificate for allotment of **Employees’ Provident Fund (EPF) Code No. [Latest challan]** is to be submitted (uploaded)], if applicable. If this is not applicable, the Bidder should submit [upload] a declaration (in the form of Affidavit), in this regard.
- iv. Registration certificate of **Employees’ State Insurance (ESI)** authority, if applicable.  
If this is not applicable, necessary document(s) [to establish Non-applicability], along with **affidavit, affirmed before a first-class Judicial Magistrate** to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required, and they will indemnify **Kolkata Port Trust** against all damages & accident occurring to their labourer (including that of sub-contractor’s labourers), in connection with the instant contract, in case they become a Successful Bidder.
- v. PAN Card, issued by Income Tax Department, Government of India.
- vi. **Certificate of MSME / Micro & Small Enterprises (MSEs) / DIC / SSI /**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**National Small Industries Corporation (NSIC)** to get benefit in this regard.

- 2.3** The bidders are required to submit bid as per the instructions of the instant bidding documents (including Notice Inviting e-Tender). Bid will be considered rejected if any of the essential documents is not submitted by the bidder. Essential documents means papers related to “Minimum Eligibility Criteria (MEC)”, including Bid Document fee, Earnest Money Deposit and Power of Attorney.

**2.4 AVAILABILITY OF THE BIDDING DOCUMENTS:**

The bidding documents (in full) would be available in the following websites:-

- <https://eprocure.gov.in/eprocure/app> of **Central Public Procurement Portal.**
- <http://www.kolkataporttrust.gov.in> of **Kolkata Port Trust.**

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

**2.5 PARTICIPATING IN THE BIDDING PROCESS:**

The bidders will have to participate in the electronic bidding process through the website of CPPP ( <https://eprocure.gov.in/eprocure/app> ) only.

**General Manager (Engineering)**  
**Haldia Dock Complex**  
Kolkata Port Trust

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## SCHEDULE OF TENDER (SOT)

(Tender No. SDM(P&E)/T/ 63 /2019-2020)

**E-Tender ID : 2020\_KoPT\_552891\_1**

3.1.	Name of work	::	Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.
3.2.	Tender Inviting Authority	::	<b>General Manager (Engg.)</b> Haldia Dock Complex ; Kolkata Port Trust.
3.3.	Mode of Tender	::	<b>e-Procurement System</b> Online ( <b>Part I: Pre-qualification &amp; Techno-commercial Bid and Part II: Price Bid</b> ) through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> of CPPP <i>No physical tender is acceptable by Haldia Dock Complex, Kolkata Port Trust.</i>
3.4.	Estimated Cost	::	Rs. <b>1,77,27,091.00</b> (excluding GST)
3.5	i) <b>Bid Document Fee</b> (Cost of bidding documents)	::	The intending bidders must deposit <b>Rs. 2,950.00 (Indian Rupees: Two thousand nine hundred fifty) only [including GST @ 18%]</b> , as <b>Bid Document Fee (non-refundable)</b> , to Haldia Dock Complex, along with their offer. In case the said <b>Bid Document Fee</b> is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii) <b>Earnest Money Deposit (EMD)</b>	::	The intending bidders must deposit <b>Rs. 3,54,541.00 (Indian Rupees: Three lakh fifty four thousand five hundred forty one)</b> only, as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of <b>Kolkata Port Trust</b> on any Scheduled/Nationalized Bank payable at <b>Haldia</b> , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
			NOTE :: (i) For exemption of Bid Document Fee and EMD to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required in electronic

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

			format.
			<p>(ii) Earnest money and cost of tender document are to be physically deposited at the office of <b>Sr. Dy. Manager [P&amp;E Div.], Operational Administrative Building(1st floor), Haldia Dock Complex, Chiranjibpur, Haldia, PIN:721604</b>), separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>Demand Draft /Banker's Cheque against Earnest money and cost of tender document should be submitted /deposited on any scheduled/ nationalized Bank, by the bidder in favour of <b>Kolkata Port Trust</b>, payable at <b>Haldia</b> before opening of the tender, as specified in the Tender Document.</p>
<b>3.5.</b>	<b>Completion Period</b>	::	06 months
<b>3.6.</b>	<b>Bid Validity</b>	::	120 days.
<b>3.7.</b>	<b>Security Deposit</b>	::	10% of the annual evaluated value excluding GST of the tender as accepted by Kolkata Port Trust.
<b>3.8.</b>	<b>Defect Liability Period</b>	::	24 months from the date of taking over of the work after successful completion.
<b>3.9.</b>	<b>Comprehensive Maintenance Contract (CMC) period</b>	::	5 years, after expiry of 24 months' Defect Liability Period
<b>3.10.</b>	<b>Performance Bank Guarantee</b>	::	<p>(i) 10 % of the Contract Value [excluding GST] during guarantee period of 24 months.</p> <p>(ii) 10 % of CMC value (for 05 years , after expiry of Defect Liability Period) [excluding GST] during CMC period of 05 years.</p>
<b>3.11.</b>	<b>Date, time and venue of Pre-Bid Meeting (off-line).</b>	::	<p><b>30.03.2020 at 11:00 Hrs (IST).</b></p> <p>Office of General Manager (Engg.) Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: -721607, West Bengal, India</p>
<b>3.12.</b>	<b>i) Starting date &amp; time of submission of e-Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>	::	<b>03.04.2020 from 11 00 Hrs. (IST).</b>
	<b>ii) Closing date &amp; time of submission of e-Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>	::	<b>13.04.2020, up to 15 00 Hrs. (IST).</b>

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.



	iii) Date & time of opening of Part-I (Techno-commercial Bid)	::	15.04.2020, 15 30 Hrs. (IST) onwards.
	iv) Date & time of opening of Part-II (Price Bid)	::	Shall be informed separately.
3.13.	Address of the Employer	::	<b>Kolkata Port Trust (KoPT).</b> 15 Strand Road, Kolkata – 700 001, West Bengal, India.
3.14.	Address of Engineer	::	<b>General Manager (Engineering)</b> Haldia Dock Complex ; Kolkata Port Trust. <b><u>Address:</u></b> Engineering Department Jawahar Tower Complex ; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607 West Bengal, India.  <b>Telephone no. :</b> + 91-3224-263255 <b>E. mail :</b> <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">aganesan.hdc@kolkataporttrust.gov.in</a>
3.15.	Address of the Engineer's representative	::	Shri A. K. Kar, Sr. Dy. Manager (P&E), Haldia Dock Complex, Operational Administrative Building (1 <sup>st</sup> floor), Chiranjibpur; P.O: Haldia; Dist.: Purba Medinipur; PIN: 721 604; West Bengal; India.  <b>Telephone no. :</b> + 91-3224-252332 <b>Mobile no. :</b> + 91 94340 52489 <b>E. mail :</b> <a href="mailto:akkar.hdc@kolkataporttrust.gov.in">akkar.hdc@kolkataporttrust.gov.in</a>

**General Manager (Engineering)**  
Haldia Dock Complex, Kolkata Port Trust

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **SECTION – IV**

### **Important instructions for E-procurement**

#### **4.1 Introduction:**

**4.1.1 Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.**

**4.1.2 Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:**

- Bidders Manual Kit
- Help for Contractors
- FAQ

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

- (i) Shri A. K. Kar,  
Designation: Sr. Dy. Manager (P&E),  
Mobile No.: + 91 94340 52489  
Landline: + 91-3224-252332  
E-mail : [akkar.hdc@kolkataporttrust.gov.in](mailto:akkar.hdc@kolkataporttrust.gov.in)
- (ii) Sk. M. Maji,  
Designation: Asst. Manager (P&E)  
Mobile No.: + 91 9800366397  
E-mail : [mmaji.hdc@kolkataporttrust.gov.in](mailto:mmaji.hdc@kolkataporttrust.gov.in)

#### **Contact persons (CPP Portal):**

- (i) Shri Nazmush  
Mob: +91 95632 51950  
E-mail: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com)
- (ii) **See CPP Portal for contact details.**

- 4.2 4.2.1** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.2** E-tender cannot be accessed after the due date and time mentioned in NIT.
- 4.2.3** KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 4.2.4** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.5** No deviation to the technical and commercial terms & conditions are allowed.
- 4.2.6** The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 4.2.7** The bid will be evaluated based on the filled-in technical & commercial formats.
- 4.2.8** Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda” .  
A declaration in this regard is to be made by the bidder.

**4.2.9** (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.

(B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP Portal

#### **4.3 Instructions related to Micro & Small Enterprises (MSEs):**

**4.3.1** For exemption of Bid Document Fee and EMD certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) or any empowered Central / State Govt. authority is required.

**4.3.2** **Micro & Small Enterprises (MSEs)** registered with **NSIC under Single Point Registration Scheme (SPRS)** are eligible to get the benefits under new **Public Procurement policies** for MSEs as notified by the **Government of India, Ministry of Micro, Small & Medium Enterprises (MSME)** in **The Gazette of India** vide No. 503, dated 26.03.2012.

**4.3.3** When splitting of tender quantity is not possible purely on technical ground, Trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.

**4.3.4** If **Micro & Small Enterprises (MSEs)**, registered with NSIC [under single point registration scheme] intend to participate with respect to items for which they are not registered with NSIC, then they will have to deposit full amount of **Bid Document Fee** and **Earnest Money**, in accordance with the **Schedule of Tender (SoT)**. Otherwise, their offer with respect to such items (for which they are not registered with NSIC) will not be considered.

#### **4.4 Other Instructions related to e-Procurement:**

**4.4.1** All notices and correspondence with the bidder(s) shall be sent by e-mail only during the process till finalization of tender by HDC, KoPT. Hence, the intending bidders are required to ensure that their e-mail IDs provided are valid and updated at the stage of registration of bidders with CPPP (i.e., Service Provider). The intending bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

**4.4.2** In all cases, an intending bidder should use their own ID and Password, along with Digital Signature, at the time of submission of their bid. It is mandatory that all bids are submitted with Digital Signature Certificate (DSC), otherwise the same will not be accepted by the system.

**4.4.3** Addenda, Corrigenda and Queries & Clarifications (with respect to the instant e-Tender), if any, would be hosted in the e-Procurement portal of CPPP.

Since there is no provision to take out the list of intending bidders downloading the bidding documents from the websites mentioned in the Tender Notice, the intending bidders are requested to check the website of CPPP to ensure that they have not missed any Addenda, Corrigenda and Queries & Clarifications, uploaded against the instant e-Tender, after downloading the bidding documents. The responsibility of downloading such Addenda, Corrigenda and Queries & Clarifications, if any, will be that of the

intending bidders.

- 4.4.4** No deviation/variation of the techno-commercial terms and conditions of the bidding documents will be considered by HDC, KoPT. Submission of bid in the e-Tender platform by any bidder confirms their acceptance of the techno-commercial terms and conditions of the bidding documents.
- 4.4.5** HDC, KoPT reserves the right to accept or reject any bid (in full or part) and to annul the bidding process and to reject all bids, at any time prior to contract award, without assigning any reason thereof and without thereby incurring any liability to the bidders.
- 4.4.6** Any order resulting from this open e-Tender shall be governed by the terms and conditions mentioned therein.
- 4.4.7** All electronic bids submitted during the e-Tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by HDC, KoPT will form a binding contract, between HDC, KoPT and the bidder, for execution of the work. Such successful bidder shall be called hereafter the 'CONTRACTOR'.
- 4.4.8** The bids will be evaluated based on the filled-in Technical & Commercial formats and the requisite documents submitted (uploaded) by the bidders.
- 4.4.9** The documents uploaded by bidder(s) will be scrutinized. During scrutiny, in case any of the information furnished by the bidder is found to be false, Earnest Money Deposit of such defaulting bidder(s) will be forfeited. Punitive action, including suspension and banning of business, can also be taken against such defaulting bidder(s).
- 4.4.10** HDC, KoPT, at its discretion, may extend the closing date & time of e-Tender, prior to the closing date & time of e-Tender mentioned in the Schedule of Tender (SoT). However, the closing date & time of e-Tender will not be extended, under any situation, after the due date is over.

#### **4.5 Opening of Bid [Pre-qualification & Techno-commercial Bid and Price Bid ] :**

- 4.5.1** The Bids (Pre-qualification & Techno-commercial Bid and Price Bid) will be opened electronically on specified date and time, as given in the Schedule of Tender (SoT). Bidder(s) can witness electronic opening of bid(s).

## **SECTION - V**

### **5. INSTRUCTIONS TO THE BIDDERS (ITB)**

#### **5.1 Language of Tender and Interpretation of the Tender Document and Other Documents :**

**5.1.1** Tender Document means all pages of this book, all pages of General Conditions of Contract of Kolkata Port Trust, May 1993. All pages of subsequent addenda (if applicable) are also part of the Tender Document.

If any amendment / revision / correction / modification is done, which is already provided with the tender or with any subsequent addendum (if applicable), in such case the amended / revised / corrected / modified will supersede the concerned previous clause/sub clause of Tender document.

**5.1.2** The Tender Documents are drawn up in English and filling up of the required documents by the Tenderer should also be only in English and the interpretation(s) shall be in English. All correspondence and documents relating to the tender, exchanged between the Tenderer and HDC, shall be in the English Language only. The interpretation(s) of the accepting authority shall be final and binding on the bidder.

**5.1.3** Any clarification with regard to interpretation or ambiguity, discovered or pointed out after the uploading of the Tender Document, as to the meaning, conditions, instructions or Annexure contained in the Tender Documents shall be valid when such a clarification is made by the authority issuing NIT, through a written document and such clarification / amendment shall form part and parcel of the Tender Document.

**5.1.4** The various documents comprising of the full set of Tender Document are complimentary to one another and are to be taken as parts of a whole and mutually explanatory to each other. If stipulation to the various tender conditions are found to be in variance to each other in any respect, one will override other in order of precedence in the descending order as given below :

(i) Description in "Price Schedule".

(ii) Special Conditions of Contract.

(iii) General Conditions of Contract of Kolkata Port Trust, May 1993.

**5.2** Intending bidders have to bear all the costs or expenses incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

**5.3** The bidder shall quote his price through on-line (<https://eprocure.gov.in/eprocure/app> of **CPPP** only) as per the Price Schedule in the Price Bid (Part-II), without any condition or deviation.

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

**5.5** Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of

tender, the submitted offer will be summarily rejected.

## **5.6 Earnest Money Deposit (EMD) :**

### **5.6.1 Method of Paying EMD :**

As per methodology stipulated in the 'NOTICE INVITING E-TENDER', the intending tenderer must deposit **Earnest Money amounting to Rs. 3,54,541.00 (Indian Rupees: Three lakh fifty four thousand five hundred forty one) only.**

**Failing to deposit the Earnest Money, as per the above details, shall make the Tender liable for rejection.**

### **5.6.2 Forfeiture of EMD :**

Earnest Money may be liable for forfeiture at the option of the Trustees, if the Bidder withdraws his offer after the schedule date of submission of offer and before expiry of the validity period of the offer; and / or, alters / amends any terms and / or condition and / or quoted rate(s), after the schedule date of submission of offer and before expiry of the validity period of the offer (excepting when option to do the same has been specifically granted by the HDC, KoPT in writing) making it unacceptable to HDC-KoPT and / or, in case of successful bidder, fails to carry out the work or to perform / observe any of the conditions of the Contract; and / or, fails to carry out the work or to perform / observe any of the conditions of the Contract. For the purpose of this provision, the validity period shall include any / all extension thereof agreed by the bidder in writing. The Trustees shall also be at liberty to deduct any of their dues from Earnest Money.

### **5.6.3 Refund of EMD :**

Earnest Money Deposit of unsuccessful bidders shall be released / refunded as per normal procedure of HDC-KoPT on award of contract to the successful bidder.

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.

No interest shall be payable on the account of EMD in any case.

### **5.6.4 For Micro & Small Enterprises (MSEs) registered with NSIC :**

- (i) Micro & Small Enterprises (MSEs) / DICs registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- (ii) Micro & Small Enterprises (MSEs) / DICs registered with NSIC under Single Point Registration Scheme (SPRS) / DIC are eligible to get the benefits under new Public procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
- (iii) If Micro & Small Enterprises (MSEs) / DICs registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.

- (iv) Copies of valid MSE's Certificate / DICs Certificate along with NSIC Certificate with list of items registered must be submitted with tender.

## **5.7 SUBMISSION OF BIDS AND OPENING OF BIDS (EXCEPT PRICE BID) of Submission of Tender :**

### **5.7.1 Submission of bids :**

**5.7.1.1** Bidders shall have to submit their bids [both **Pre-qualification & Techno-commercial Bid** and **Price Bid**] on-line **through CPP Portal only**.

**5.7.1.2** The Bidder should submit (upload) the scanned copies of all the relevant and required documents, statements, filled up formats, certificates, etc. [in accordance with **ITB**], in the aforesaid portal, in support of their **Pr-qualification Criteria and Techno-commercial Bid**.

**5.7.1.3** Before scanning the aforesaid documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, pursuant to **ITB**, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.

**5.7.1.4** Any inter-lineation, erasures, or overwriting, in the aforesaid scanned & uploaded documents, shall be valid only if they are signed by the aforesaid authorised person.

**5.7.1.5** The Bidder will have to produce the original documents or any additional documents, if asked for, to satisfy **Haldia Dock Complex, Kolkata Port Trust**.

**5.7.1.6** The **Price Bid** comprised the prices only and the same are to be submitted electronically, through the website <https://eprocure.gov.in/eprocure/app> only. *No hardcopy of priced "Price Schedule" is required to be uploaded.*

### **5.7.2 Techno-commercial offer :**

5.7.2.1 No techno-commercial deviation and variation will be considered by KoPT, except where the Techno-commercial terms and conditions, will be found as impossible and irrelevant to the bidder.

5.7.2.2 If the Bidder deliberately gives wrong information or conceals any information / fact in their bid, which shall be favourable for acceptance of their bid, fraudulently, then the right to reject such bid at any stage of execution, without any financial liability, is reserved by **KoPT**.

### **5.7.3 Priced offer :**

The Bidder should quote the offered rate appropriately in the PRICE BID, electronically, through the website of **CPPP** only. *Price indicated anywhere else, in any other form or manner, would not be considered for evaluation of Price Bid.*

### **5.7.4 Deadline for submission of bids :**

5.7.4.1 Bids must be submitted within the closing date & time **indicated in the Schedule Of Tender (SOT)**.

5.7.4.2 **KoPT** may, at its discretion, *extend the deadline for the submission of bids, prior to*

*the closing date & time of e-Tendering*, by amending the Bidding Documents, in accordance with **ITB**, in which case all rights and obligations of **KoPT** and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **5.7.5 Late Bids :**

This e-Procurement System would not allow any late submission of bid, after the closing date & time, as per the **Schedule Of Tender (SOT)** or extension, if any.

#### **5.7.6 Withdrawal of bids :**

5.7.6.1 A Bidder may withdraw, substitute, or modify their bid on the e-Procurement System, before the closing date and time specified, but not beyond.

5.7.6.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the “**FORM OF TENDER [for Techno-commercial (un-priced) Bid]**.” Or any extension thereof. Modification / Withdrawal of the bid sent through any other means shall not be considered by **KoPT**.

5.7.6.3 Withdrawal of bid during the interval between such closing time on due date and expiring of the bid validity period, may result in forfeiture of EMD in accordance with **ITB**.

#### **5.8 Bid opening [including Price Bid] :**

5.8.1 The bids [**including Price Bids**], will be opened at the date & time, indicated in the **Schedule Of Tender (SOT)**.

5.8.2 The on-line bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

#### **5.9 Declaration to be submitted by the Tenderers :**

The bidder should give the following declarations under their letter head along with the techno-commercial offer as per **Bidding form - IV** of this Tender Document:

5.9.1 A declaration, so that, the bidder has examined carefully, read, understood and accept all the Terms & Conditions of the instant tender including Price Schedule, Special Conditions of Contract, Scope of Work, General Conditions of Contract, May 1993 of Kolkata Port Trust, drawings and all subsequent addenda (as applicable). The bidder would execute and complete the work required to be performed in accordance with all these Terms & Conditions of the instant tender.

5.9.2 A declaration, that there is no deviation from the Terms & Conditions of the instant Tender Document.

5.9.3 A declaration that the bidder has deposited requisite Earnest Money & Bid document fee.

OR

Copies of valid MSE's Certificate / DICs Certificate along with NSIC Certificate with list of items registered must be submitted with the tender in line with Clause No. 5.7 (A) of the tender.

5.9.4 A declaration, that the bidder or their associates have not been banned/de-



listed/debarred by any Govt./Quasi-Govt./Public Sector Undertaking in India.

**5.9.5** The authorized signatory of the bidding firm should give a declaration that the bidder/his partner/any director of their concern/ company is not associated with any other firm bidding for the instant work.

**5.9.6** A declaration, that the bidder has not altered /deleted /added any Terms & Conditions in the tender document.

**5.9.7** A declaration that, price quoted only in the Price Bid [Part – II], strictly as per “**Price Schedule**”, **without any extraneous condition**. There is no change in the Format of Un-priced “**Price Schedule**”. Except in the Price Bid the price is not mentioned / disclosed in any other place of tender / offer.

## **5.10 Joint Ventures/Consortium and other forms of Association**

No joint ventures/ consortium and other forms of Association will be allowed

## **5.11 Signing of contract agreement:**

**5.11.1** After placement of order, **contract agreement** [as per the form furnished in **Section- XI**] should be executed between **Kolkata Port Trust** and the **Contractor (Successful Bidder)**. In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required **Stamp Paper** [Non-judicial Stamp Paper of worth not less than **Rs. 50.00**] & **dummy papers** (for three sets).

**5.11.2** Immediately after receipt of the above papers & documents, **KoPT** will send three sets of **contract agreement form** [one set printed on Stamp Paper & dummy papers and two sets printed on dummy papers], photocopy of **one set of documentary transactions between them and KoPT** (till finalisation & award of the Contract) and **Contract Documents** [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of **KoPT** at appropriate places on each pages.

Within a week, thereafter, the Contractor (Successful Bidder) shall have to return **Contract Agreement forms** (three sets) [after affixing their common seal], the set of **documentary transactions** and **Contract Documents**, duly signed by them at appropriate places on each page.

**5.11.3** The **contract agreement form & Contract Documents** should be signed by the authorized persons of the Contractor, authorized in this respect.

**5.11.4** After receipt of the **contract agreement forms** (three sets), duly signed by authorised person of **KoPT** & authorized person of the Contractor (Successful Bidder), the same shall be kept under **KoPT**'s custody, after affixing the Common Seal of **KoPT**.

One copy of such **executed contract agreement** (on dummy paper), along with one **photocopy** of signed **documentary transactions** and **Contract Documents** will be handed over to the Contractor for their record & future reference.

**5.11.5** Until such contract agreement is executed, the other documents referred to the definition of the term “Contract” [**GCC Clause**], shall collectively be the contract.

## **5.12 Security Deposit:**

**5.12.1** The successful tenderer(s) shall have to submit security deposit amount @ 10% of

the annual evaluated value of the tender as accepted by Kolkata Port Trust.

5.12.2 The Earnest Money deposited by the successful tenderer will be returned after submission of Security Deposit within a month from the date of commencement of the contract.

5.12.3 The Security Deposit shall be held by the HDC-KoPT as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.

5.12.4 The Security Deposit shall remain valid for 6 months from the date of expiry of contract. The Security Deposit will be released within 180 days after successful completion of the contract. KoPT shall encash the Security Deposit in the event the contractor has defaulted by more than 60 days on expiry of the mobilisation period to commence operation at the order of authorised officer after handing over the order to him or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Sr. Dy. Manager (P&E) shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Sr.Dy. Manager (P&E).

#### **5.13 Authority in signing the documents for submission of Tender/ Offer: [Save and Except Clause No. 5.10]:**

All documents to be uploaded by the bidder should be signed under official seal by –

**5.12.1** In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.

**5.12.2** In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.

**5.12.3** In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.

#### **5.14 Validity of Tender :**

The tender shall remain valid for acceptance for a period of **120 days** from the actual date of opening of Techno-Commercial Bid. Prior to the expiry of the Tender validity period, HDC-KoPT may ask to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing. However, in the event of the bidder agreeing to the request, he shall not be permitted to modify his tender (excepting when option to do the same has been specifically granted by the HDC- KoPT, in writing).

#### **5.15 The bidder to inform himself fully :**

**5.15.1** This Tender Document (covering all instructions, Special Conditions of Contract and Scope of Work and General Conditions of Contract of Kolkata Port Trust, May,

1993, drawings etc.) should be read in conjunction with any addendum which may be issued subsequently.

**5.15.2** The bidder shall be deemed to have examined the Tender Document [covering all instructions, Special Conditions of Contract, Scope of Work and General Conditions of Contract of Kolkata Port Trust, May, 1993, drawing etc.] and visited the worksite and surroundings and to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the work as per the conditions of the tender and to satisfy himself to sufficiency of his tender, etc. The bidder is advised to acquaint himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of West Bengal and Govt. of India and other statutory bodies from time to time. The bidder shall be deemed to have examined and collected all necessary information as to risk, contingencies and other circumstances, which may influence or affect the tender.

Failure to comply with the requirement of the Tender submission will be at the bidder's own risk. Pursuant to Clause No. 5.18, Tender(s) / Offer(s) of the bidder(s), which are not responsive to the requirement of the Tender Document, will be rejected.

**5.15.3** Bidder shall bear all costs associated with the preparation and submission of his tender and HDC- KoPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**5.15.4** Before attending the Pre-Bid Techno-Commercial Conference and/or submission of tender, on the basis of formal written request, necessary Gate Pass for entering into the Dock area will be issued to the bidder and / or their authorized representative(s) at chargeable basis, to visit the worksite only for the purpose of inspection and to assess the quantum of work. The bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The bidder will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property which may be caused due to any act of bidder or his representative(s). Before visiting the worksite, the bidders are advised to contact with the Section-in-charge of Loco Shed official at Loco Shed of P&E Division. The bidder must have to comply with Clause No. 8.39 regarding prohibition of photography inside the Dock area.

## **5.16 Amendments:**

**5.16.1** At any time, prior to the last date for submission of tenders, HDC-KoPT reserves the right to amend and modify the Tender Document by issuing Addenda.

**5.16.2** Any Addendum thus issued shall form part of the Tender Document and shall be communicated to all concerned through the websites and press advertisements, prior to the last date for submission of the tender. Such Addendum so carried out shall form part of the tender and shall be binding upon the bidders.

## **5.17 Errors in the Tender Document:**

**5.17.1** All documents to be submitted with the Techno-Commercial Bid should be signed, stamped scanned and uploaded as per Clause No. 2.1 & Clause No. 2.2 of 'NOTICE

## INVITING E-TENDER’.

**5.17.2** The bidder shall submit complete tender and the same shall be without alterations, interlineations or erasure effect except those to accord that instructions issued by HDC-KoPT or as may be necessary to correct errors made by the bidders. Person signing the Tender shall, put his signature against all such cancellations, alterations or amendments. The said Tender Document (in full) is to be scanned & uploaded as part of Techno- Commercial Bid.

**5.17.3** The bidders are required to quote the rates of all the items, as asked for. In case of non availability of rate of any of the items, the respective offer will be treated as non-responsive and will be rejected.

### **5.18 Acceptance of Tender:**

The Trustees do not bind themselves to accept the lowest tender or any tender and reserve the right to accept the tender in part or full or to cancel the tender as a whole without assigning any reason.

Cost on this account, if any, shall not be reimbursed. Participation in e-tendering process by any bidder or opening of techno-commercial bid of any bidder shall not construe that such bidder is considered automatically qualified.

### **5.19 Opening of Bids:**

**5.19.1** Only Part -I i.e. Techno-Commercial Bid(s) would be opened online on the date and time as stipulated in the ‘NOTICE INVITING E-TENDER’.

**5.19.2** Part -II i.e. Price Bid(s) of only those bidder(s) who are found techno-commercially qualified, would be opened, with prior intimation to all concerned.

**5.19.3** In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

### **5.20 Scrutiny of e-Tenderers:**

**5.21.1** After opening of the Techno-Commercial Bid, the Tender Document(s) submitted by the bidder(s), shall be carefully examined to ascertain that whether all the bidders have submitted the Earnest Money Deposit, Bid Document Fee and all required documents as mentioned in the Tender Document.

**5.21.2** In connection with scrutiny, evaluation and comparison of tenders, HDC-KoPT may ask bidder individually for clarifications. Request for clarification and response thereto shall be communicated in writing. No change in price or substance of the tender shall be sought, offered or permitted nor the bidder be permitted to withdraw the tender before the expiry of the Validity Period of the tenders in the process of clarifications

**5.21.3** HDC-KoPT may seek any other detail(s) / document(s) in subsequent course to ascertain and get confirmed about the competence of the bidder.

**5.21.4** The Trustees reserve the right to disqualify a tender in case they are satisfied that any prize, commission, gift or advantage has been given, promised or offered by or on behalf of any bidder, to any officer, employee or representative of the Trustees or to any person on his or their behalf in relation to the acceptance of the tender.

**5.21.5** If on scrutiny, **Techno-Commercial Bid** of any bidder is found not acceptable to HDC- KoPT, the **Price Bid** part of such bidder **will not be opened**. “Price Bid”

part of other bidder(s) will be opened on a subsequent date as per procedure. Decision of the HDC- KoPT in this regard shall be final and binding on the bidder.

5.21.6 During Techno-Commercial evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case :-

- a. Requisite Earnest Money is not deposited
- b. Requisite Bid Document Fee is not paid.
- c. Valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE)
- d. Certificate is not submitted, in case of exemption from depositing Bid Document Fee and Earnest Money.
- e. Any indication of quoted price anywhere in the document(s) uploaded by the bidder.

## **5.21 Award of Contract:**

5.22.1 The successful bidder who's bid is accepted by HDC- KoPT shall be duly informed in writing, prior to expiration of the tender validity period, that their tender has been accepted. This notification of award of contract will be treated as **Order Letter** and will constitute the formation of the contract. **Within 15 days** of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to **submit Draft Agreement**, in the format as in **Section – XI** and within a week thereafter the **Contract Agreement** shall be signed between **Kolkata Port Trust** and the **successful bidder**. For this, the successful bidder will submit, at their own cost, required **Stamp Papers** and **Dummy Papers** and **three sets of documentary transactions** between them and Kolkata Port Trust, till finalization of the contract. This Agreement should be signed by the representative of the successful bidder, authorized through a **Power of Attorney** [specimen signature of the Authorized Representative must be attested] in this regard.

5.22.2 Kolkata Port Trust reserve the right to accept or reject the tender in part or as a whole and do not bind themselves to accept the lowest tender or any tender, without assigning any reason and no damage claim whatsoever will be payable by Kolkata Port Trust in this regard. Mere participation in e-tender by any bidder or opening of techno-commercial bid of any bidder shall not construe that such bidder is considered automatically qualified for award of contract. Such qualification may also include information regarding performance of bidder from any other source.

## **SECTION - VI**

### **SCOPE OF WORK & TECHNICAL SPECIFICATION**

#### **Scope of work**

**6.1.** Supply factory assembled, factory tested Engine-Alternator set with CPCB approved acoustic enclosure capable of delivering 3.3 kv, 1010 kVA at 0.8 pf at site conditions including all accessories like base frame, silencer, exhaust flexible piping, fuel tank, fuel piping (B class) with valves and other fittings for supply and return lines, fuel transfer pump with hose pipes and clips, suitable capacity of battery for starting on MS frame, battery charging dynamo/alternator necessary Anti vibration mounting arrangements, with manual control panel, Engine instrument panel, armoured copper conductor control cable with suitable glands from Genset to AMF panel including foundation etc., complete conforming to the attached specifications as required.

- i) Supply, Installation, Testing and Commissioning of 1 No. 1010 KVA capacity, 3.3 KV, 1500 rpm outdoor Diesel Generator Set with Acoustic enclosure type, separately excited from 24V Battery.
- ii) Supply of all materials and making suitable RCC foundation, base frames and anti-vibration pads.
- iii) Design, Supply, Installation, Testing and Commissioning of 1 No. Microprocessor based Auto-Mains Failure (AMF) panel complete with separate AMF cum Distribution panel switchboard and its allied equipment.
- iv) Supply, laying & termination of HT Power Cable 1C x 1000 sq mm, XLPE Insulated, 3.3KV (VE) grade Aluminium armoured type cable from DG Set – AMF panel- Load distribution panel, Main panel – AMF panel. Supply, laying & termination of Control cable (XLPE, 1.1KV grade, PVC insulated copper armoured cable).
- v) Earthing through NGR to be carried out as per latest IS standards for the Generator Set.
- vi) Supply, Installation, Testing and Commissioning of 01 set NGR and NIS Panel for earthing the DG Sets.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

- vii) After successful commissioning of DG Set, the contractor shall carry out Comprehensive Maintenance for five years after expiry of Guarantee Period for two years.
- viii) Supply, installation, testing & commissioning of DG Set with complete accessories as per relevant standard.

The successful bidder should carry out the above complete work as per latest IER and other relevant standard. The scope of work is not restricted, If, any material is shortage, the contractor shall fulfill the complete system as per latest IER and relevant standard on the offered rate.

- ix) Any additional work, if required, for the purpose of the project has to be carried out by the contractor.

**A.** List of Approved Manufacturers /makes :

**6.2.**

Sl. No.	Items	Name of the Manufactures
i)	Engine	Cummins / Cater Pillar/MTU/ Perkins – STERLING / Wartsila
ii)	Alternator	Stamford / AVK or AVKC /LEROYSOMER / KEC/ Crompton/ Toyo Denki
iii)	Microprocessor for AMF panel	Deep Sea/ Woodward
iv)	VCB & MCCB	Siemens / ABB
v)	Panel Meters	AE / IMP / Universal / Reshabh / Kaycee / Meco / Enercon / Schneider (Conzerv) / L&T / Secure.
vi)	Lead Acid Battery	Exide / Furukawa / Amco / Amara Raja/ Crompton Greaves / Cummins Pulse .
vii)	Power Cables	Polycab/ Finolex / Torrent / Havells
viii)	Fire Extinguishers	ISI MARKED

**B.** Detailed technical description :

**6.3. DIESEL ENGINE :**

Diesel Engine shall be Radiator cooled confirming to BS 5514/ISO: 3046. BHP shall be as per manufacturer's standard to deliver specified prime rated output at 0.8 lagging power factor at NTP condition.

The exhaust pipe line shall be of suitable dia for fixing the hospital grade silencer with suitable supports at suitable intervals with all its accessories such as bends, flanges, couplings etc.(including rain cap at the end to prevent

the water entering inside) providing sleeves at the wall crossing complete as required.

The exhaust pipe line shall be with thermal insulation with glass wool, covered with wire mesh and clad with 24 gauge aluminum sheet.

No of cylinders shall be as per manufacturer's standard. Engine shall be of reciprocating compression ignition (Diesel) type, water cooled, electric start, turbocharged & after cooled model, Multi cylinder with electronic fuel governor suitable for the above generating set. The engine should have the capacity of 10% over loading for one hour in twelve hours duration.

Engine should have a well-designed air handling system with Dry type replaceable paper element air cleaner with restriction indicator and Optimised turbocharger for increased altitude capabilities.

Engine should also contain Spin on lube oil filter, Plate type lube oil cooler, Electrical starter motor with soft start engagement feature, Battery charging of 12 V 180 AH DC with 3 hrs. back up for charging alternator.

a) ENGINE INSTRUMENT PANEL AND SAFETY CONTROLS

i) INSTRUMENT PANEL

It shall comprise of the following:

- a) Starting switch with key
  - b) Lube oil pressure gauge
  - c) Battery charging ammeter
  - d) Stop push button or lever.
  - e) Water temperature indicator
  - f) Radiator water level indicator.
- ii) Safety control auto cut off for low lube oil pressure, High water temperature and over speed with audio and visual lamp indication on control panel.
  - iii) Hour meter cum RPM indicator.
  - iv) Engine and alternator are mounted on a common MS fabricated base frame with AVM pads.
  - v) Base frame with integral fuel tank is to be provided with drain plug, air vent, inlet and outlet connection, level indicator and provision for cleaning
  - vi) Standard integral set-mounted radiator system, designed and tested for 50°C ambient temperature

INSTRUMENT PANEL

- i) Hospital grade silencer
- ii) Fuel tank



- iii) Hand operated fuel transfer pump with 5 mtr. length suitable hose pipe.
- b) **SPEED & GOVERNING**  
 The Engine shall be fitted with electronic governing system as per relevant BS specification amended up to date.
- c) **ENGINE START**  
 Engine shall be cold and self starting type. The starter battery shall conform to IS 7372 amended up to date and of sufficient capacity to meet the Engine starting and control gear requirements
- d) **QUIETNESS OF OPERATION**  
 The set shall have minimum vibration, noise under all conditions of load. The set shall be properly dynamically balanced.
- e) **SILENCER**  
 Efficient heavy duty hospital type silencer suitably optimised to meet stringent noise emission standards laid down by MoEF/CPCB for the exhaust shall be supplied. For silencer there shall be Insertion loss of 25dBA at 1 m from exhaust pipe under free field condition. A test certificate to this effect shall be furnished.

#### **6.4. ALTERNATOR**

Alternator of any of the approved makes as mentioned above, capable of generating 1010 KVA at 0.8 pf (lag), 3.3KV, 3 Ph, 50 Hz, AC 3 wire system while operating at 1500 RPM and suitable for direct coupling with the above diesel engine. The alternator should have the capacity of 10% over loading for one hour in twelve hours duration.

- a) The alternator shall be copper wound of totally enclosed type screen protected type with class 'F' insulation, with temperature rise limited to Class F at 50 Deg C ambient temperature designed and constructed to withstand tropical conditions, self regulating type conforming to BS 2613/IS 4722 amended up to date as applicable. Alternator shall be brushless type, screen protected, revolving field and self regulated through an DVR (Digital Voltage Regulator). It shall have  $\pm 0.5\%$  voltage regulation in static conditions. It shall have class 'F' insulation with IP 23 protection enclosure.
- b) It should contain 3 Phase reconnectable winding with 12 terminals brought out for connection or OEM standard.
- c) It should have Better motor starting capability and best in class efficiency.

- d) It should have compact design with sealed bearings for longer life and lesser maintenance.
- e) It should contain impregnation on all wound components for better mechanical strength.

#### **6.5. CONTROL PANEL**

Control panel should be manufactured out of not less than 1.6 mm thick CRCA sheet and is powder coated for weather-proof and long lasting finish. The control panel should consist of the following parts:

- a) Power Command Controller or any DG Set controller as recommended by manufacturer
- b) Copper bus bars with suitable capacity with incoming/ outgoing terminals.
- c) Indicating lamps for 'Load ON' and 'Set Running'
- d) Instrument fuses duly wired and ferruled
- e) If MCCB is provided in the panel then microprocessor based protection to be provided.

#### **6.6. POWER COMMAND**

The Diesel Generator should have Power Command control system or any DG Set controller as recommended by manufacturer, which is a microprocessor based generator set monitoring, metering and control system with LCD display designed to meet the demands of today's engine driven generator sets with following functionalities:

- a) Intuitive operator interface which includes LED backlit LCD display with tactile feel soft-switches & generator set status LED lamps
- b) Digital AVR for shunt or PMG excitation with torque matching.
- c) Sensor Failure Indication, Programmable Idle Speed Control, Digital Synchronizing Function, Sync Check, Synchronoscope, Auto Load Sharing, Compatibility to Remote Monitoring and Smart Starting.
- d) Digital electronic governing with temperature compensation and smart starting.
- e) SAE J1939 interface to Full Authority Electronic (FAE) engines.
- f) Remote start-stop
- g) Engine metering: Oil pressure, Coolant temperature, Battery voltage, Engine speed
- h) AC Alternator metering: L-L Voltage and L-N Voltage, Current (1 and 3 phase), Volt-Amperes (phase and total) and Frequency.

- i) Engine protection: Low lube oil pressure, High/Low coolant temperature, Over speed, Battery Over/Under/Weak Volts, Fail to crank/start, Sensor failure.
- j) AC Alternator protection: Over/Under voltage, Over/Under frequency, Over current, Short circuit and Loss of AC sensing.
- k) Data logging: Engine hours, Control hours, Engine starts and up to 10 recent fault codes
- l) Configurable glow plug control
- m) Configurable cycle cranking
- n) 12 and 24 Volt DC operation
- o) Sleep mode
- p) Programmable I/Os (4 inputs and 2 outputs), expandable with AUX101/102 modules
- q) Modbus interface (RS485 RTU)
- r) In Power compatible (PC based service tool)

#### **6.7. ACOUSTIC ENCLOSURE**

The enclosure shall be fabricated out of not less than 2 mm thick CRCA sheet duly powder coated.

- a) It shall specially designed to meet stringent MoEF/ CPCB norms of 25 dBA insertion loss @ 1mtr at 75% load under free field conditions.
- b) The acoustic enclosure should be made of CRCA sheets. The paint shade of the Acoustic Enclosure shall be as per manufacturer's standard.
- c) Enclosure is power coated (inside as well outside) with a special pure polyester based powder. All Nuts and bolt/external hardware are made from stainless steel
- d) The doors are gasketed with high quality EPDM gaskets to avoid leakage of sound.
- e) The door handles are lockable type
- f) The rock wool is further covered with fibre glass cloth and perforated powder coated MS sheet.
- g) Specially designed attenuators are provided to control sound at air entry to the container and exit from the container.
- h) Adequate ventilation is provided to meet air requirement for combustion and heat removal.

- i) There is provision for emergency shut down from outside the enclosure.
- j) It should have base lifting for easy handling at customer site
- k) It should be designed to have optimum serviceability
- l) It should have air inlet louvers specially designed to operate at rated load
- m) It should be made on special purpose CNC machines for consistency in quality and workmanship
- n) It should contain 14 tank pre-treatment process and UV resistant powder coating of all parts to withstand extreme environment
- o) It should use special hardware for longer life
- p) It should have flush styling - no projections
- q) It should have fluid drains for lube oil and fuel
- r) It should have fuel filling arrangement inside the enclosure

The firm should clearly give details of specification with a copy of certificate issued by the designated agencies as per Environment Act along with the tender. In the absence of these enclosures, the tenders shall be liable for rejection.

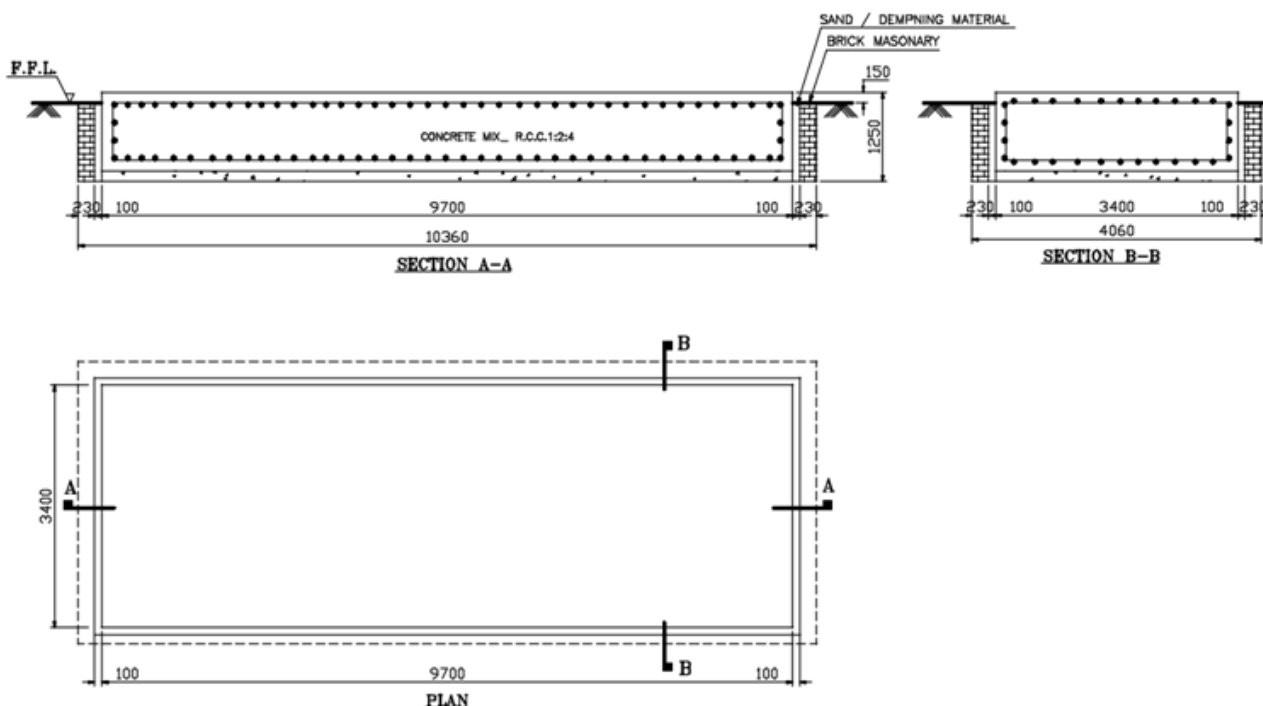
#### **6.8. Exhaust System :**

As per CPCB rules, Exhaust Pipe height will be 30M and its proper support is also to be considered. In case there is no provision is possible to provide support to the Exhaust Pipes , then Self supported GI structure for providing support to this 30 M Exhaust Pipe is to be considered. Civil Foundation area of the Self supported Steel Structure is also to be considered by successful bidder with an approx area of 3M x 3M nearer to the DG Set Foundation. All types of Piping & Civil work will be under the scope of successful bidder.

#### **6.9. RCC FOUNDATION FOR 1010 kVA DG SET**

The RCC foundation shall be carried out by the contractor as per latest standard norms. The tentative foundation drawing shown for the reference. However, to carry out work as per the site condition. Soil bearing capacity 5T/m<sup>2</sup> to be considered for design of RCC foundation.

A.



#### 6.10. AUTO MAINS FAILURE PANEL

The AMF panel shall be fabricated out of CRCA steel sheet of minimum 16 SWG, totally enclosed dust, dump and vermin proof, cubicle type with easy accessibility to all control wiring. The AMF panel shall be supplied from the panel manufacture who are having the test Certificate of CPRI/ERDA. The AMF panel shall provide HT/LT switch gear bus and all other protective devices based on the transformer rating and load. Accordingly, the contractor shall submit the drawing and take necessary approval before fabrication of AMF Panel. The AMF panel should have a provision for cable entry and exit of 1 C x 1000 sq mm for both incoming and outgoing connected panel and transformer. All the protective devices shall be designed based on the transformer capacity. Tripping device should be activated based on the connected load. During approval of the drawing, the contractor shall submit type test certificate of AMF Panel for similar rating from manufacturer for reference purpose.

#### 6.11. THYRISTOR CONTROLLED STATIC BATTERY CHARGER

Battery charger of suitable rating shall be of semiconductor type with automatic boost cum trickle selection with auto cut off facility and with suitable ammeter and voltmeter for charging from AC mains. It shall be provided in addition to dynamo along with the engine. The tenderer shall include AC and DC wirings of battery charger in recess/surface armoured U/G cable of copper conductor.

## **6.12. MICROPORCESSOR BASED AMF CONTROLLER**

The AMF panel power command control is microprocessor based generator set monitoring and control system mounted in the genet control panel. The control provides simple operator interface to the indication and an LCD hour counter. The integration of all function in to single control system provides enhanced reliability and performance compared to conventional generator set control systems.

### **CONTROL SYSTEM**

The standard control system includes all the functions necessary to locally or remotely start and stop and protect the generator set.

### **KEY SWITCH – OFF AND MANUAL/AUTO**

In the OFF mode, the generator set is immediately shut down (if running) and cannot be started. It also resets any faults, in this mode, all power is removed from the control and its outputs in MANUAL/AUTO model, the control is powered. The manual start push button and remote start input become enabled.

### **MANUAL START BUTTON**

This button will initiate a Genset start sequence when the control is in manual/auto mode. This button is locked out when the engine is running.

### **ENGINE FAULT INDICATION (LED)**

The common Engine fault indicator panel should have following indications:

- i) Fail to start
- ii) Over speed, under speed
- iii) Low oil pressure
- iv) High engine temperature
- v) Battery charging alternator fail

### **LCD ENGINE HOUR COUNTER**

The control includes an LCD engine hour counter. The counter will increment whenever the engine is running.

### **FUNCTIONS : CONTROL/PROTECTION**

Remote Start – When in Manual/Auto mode the control accepts a ground signal from remote devices to automatically start the generator set.

### **Over speed shutdown**

Engine Starting – The control system supports automatic engine starting, which included solid state outputs for starter control, and fuel solenoid control. The start disconnect is achieved by monitoring main alternator output frequency – Low lube oil Pressure Shutdown and High Engine water temperature shutdown.

Starting Sequence – in the Manual/Auto mode, the crank cycle is repeated upto 3 times, if starting is still unsuccessful a Fail to Start fault is generated. If the engine starts, the crank cycle is terminated at crank disconnect frequency of 20 Hz. – Under speed Shutdown, Fail to Start, Shutdown after 3 attempts, Battery charging alternator fail warning.

Microprocessor based AMF module incorporating: Functions:

- Supply failure timer
- Restoration timer
- 3 impulse automatic engine start / stop logic
- Mains / generator voltage & frequency sensing

controller with the following features:

- Water temperature / Lube oil pressure / engine speed
- Voltage / ampere / frequency / kVA
- Running – hour counter
- No. of starts
- Fault indication ( LED type)
- Over / under speed
- Fails to start
- Low oil pressure
- High engine temperature
- Under / over voltage
- Over current
- Combined meter for kW / Power Factor / kVA
- Electronic KWH meter ( counter display)
- Current transformers

Relay

- Earth Fault Relay ( Electronic type)
- Over current Relay (Electronic type)

Indications ( LED)

- DG ON, Load on DG
- Mains ON, Load on Mains, Battery Charger ON

Push Buttons (AMF module by pass mode)

- Generator contactor close / trip
- Mains contactor close / trip ( If provided)
- Fault accept /reset.

### **6.13. GENERAL REQUIREMENTS**

The engine and alternator shall be assembled on a common base frame. Alternator shall be directly coupled to the engine by means of flexible couplings. The alternator shall be provided with its own exciter. When separate units are provided for this

purpose, they shall be driven by the alternator shaft itself.

#### **6.14. LUBRICATION**

Lubrication shall be positive pressure type lubricating for all moving parts. No moving parts shall be required lubrication by hand either prior to the starting of the engine or while it is in operation. Lubrication oil shall conform to relevant IS amended up to date. Necessary lubricating oil filter shall be provided for operation at normal conditions for a period of 250 hours, without any necessity of replacement and cleaning. Temperature and pressure gauges shall be fitted to the lubricating system.

#### **6.15. FUEL SYSTEMS /FUEL TANK**

The fuel tank shall have capacity of 990 litre. The tank shall have level indicator marked in liters, filling inlet with removable filter.

It should contain Combined Unit Injection type fuel system with Electronic Step Timing Control (ESTC) injectors which smoothly stabilise engine speed under load with A1 class Electronic governing. It should also contain filter system which is a pre filter including water separator and and main filter.

#### **6.16. OPERATING CONDITIONS**

The Engine Alternator shall be capable of delivering the specified output under the site conditions.

#### **6.17. OTHER GENERAL REQUIREMENTS**

##### **i) THE PERIOD OF OPERTATION**

The Engine Alternator set offered shall be prime duty type conforming to BS 5514 and BS : 2613. The set may be idle for a period except for routine test periodically.

##### **ii) OVER LOAD**

The set shall be capable of taking 10% overload for a period of one hour during any 12 hours period while operating continuously at full rated load

##### **iii) OUTPUT VOLTAGE FREQUENCY AND WAVE FORM**

Normal output voltage shall be 3.3 KV with  $\pm 2.5\%$  manual adjustment at all conditions of load with coarse and fine controls. Frequency shall be 50 cycles per second  $\pm 4\%$ . Output wave form shall be sinusoidal at all load conditions. Alternator shall be of brushless type provided with DVR suitable for voltage regulation of  $\pm 2.5\%$  or better at all load conditions and with prime mover speed drop up to 4% of nominal speed. Alternator shall be provided with radio frequency suppressor and in built frequency rollover protection.

##### **iv) SAFETY PROVISION**

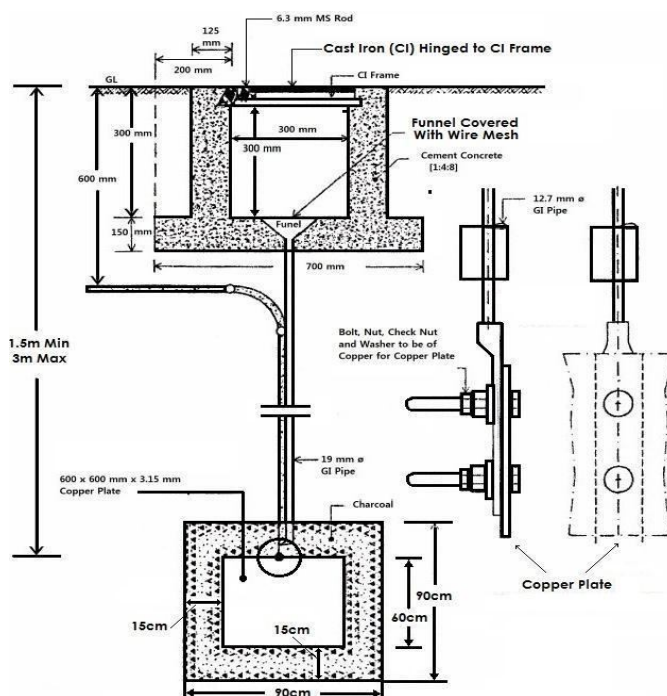
All Exposed moving parts like fan blades etc. shall be provided with suitable



Guards / covering to avoid the chances of accidents.

v) EARTHING

Provision shall be made for earthing of all non current carrying metal parts of the equipment earth lugs of suitable size shall be provided wherever earth connection to the apparatus are necessary earthing work shall be carried out as per IE rules / IS specifications amended upto date. The tentative foundation drawing shown for the reference. However, to carry out work as per the site condition.



vi) FINISH

All exposed metal parts shall be suitably finished to prohibit corrosion under climatic conditions prevailing at site.

**6.18. CONSTRUCT UNIFORM PLATFORM ( MASONRY WORK )**

The RCC foundation should be constructed based on the soil bearing capacity i.e. 5 Ton per Sq.M. The size of the foundation shall be at least more than 1 M bigger than the size of the DG set at the height of 1 M from the ground level including steps. The platform shall be constructed as per latest standard norms of M20. The measurements are tentative and vary as per the site condition.

#### **6.19. SUPPLY AND LAYING OF HT POWER CABLE & CONTROL CABLE**

The cable measurements are tentative and may vary as per site condition. Supply & laying of 1C x 1000 Sq mm , XLPE Insulated, 3.3KV (UE) grade Aluminium armoured type cable from DG Set – AMF panel- Load distribution panel to VCB panel and making end terminations with suitable cable terminations, conforming to relevant IS with latest amendments with ISI mark of approved make.

Supply and laying of control cable of 16 C x 2.5 Sq mm (XLPE, 1.1KV grade, PVC insulated copper armoured cable) with 10% spares with terminations for the said cable conforming to relevant IS with latest amendments with ISI mark of approved make.

Note: i) Test certificates from the manufacturers for the cable shall be submitted along with the supply of cable.

LT cable shall be laid along with suitable GI pipe and connected to Mains panel, AMF panel, DG set and Load distribution panel. The cable quantity shown in the price schedule is tentative. The Contractor shall measure the quantity and supply the same. However, the payment will be made by actual length.

The end termination for 1100V grade underground cables shall be of crimping type lugs shall be supplied by the contractor. The crimping type lugs shall be installed by highly skilled personnel.

Scope of work shall also include Control cable for DG Set. The cable shall be laid underground / on wall / in pipe/existing trench as per site requirement.

After installation of Distribution Panel testing and commissioning shall be done as directed by Engineer in charge.

- 6.20.** Tests would be carried out as per IS , by the Contractor , before dispatch of the assembled DG set, at manufacturer's works, in presence of the representative(s) of the Engineer.

#### **6.21. INSTALLATION, TESTING AND COMMISSIONING**

Installation, testing and commissioning of the above Genset complete with its acoustic enclosure, AMF panel and all equipments, accessories/ associated items on the existing cement concrete floor / foundation including supplying consumables like lube oil, fuel and providing artificial resistive load, cabling, switching arrangements, etc., for trial run (i.e. 2 hours full load, 1 hour 10% overload & 1 hour at no load) and final Acceptance Testing of Genset (i.e. full load for 6 hours & 10% over load for 1 hour) including topping up of lube oil upto full mark and filling of fuel suitable for working etc., as per specifications as required. Load trail to be done as per site condition. The tentative drawing shown for the reference. However, the work has to be carried out as per the site condition.

#### **6.22. ACCEPTANCE TEST**

The test shall be with artificial resistive load only and nonlinear load will not be arranged for testing purpose. Load trial to be done as per site condition.

#### **6.23. INSULATION TEST**

Immediately after the over-load test, the insulation resistance between the stationary coil and the frame is tested with 1.1KV/2.5KV Meggar.

#### **6.24. REGULATION TEST**

The Automatic and manual regulation of the alternator at no load, half load and full load are noted for the nominal voltage of 230 Volts between phase and neutral at power factor 0.8. All the arrangements for all the test shall be the responsibility of the successful bidder.

#### **6.25. FUNCTIONAL TEST**

Performance of incoming switch / circuit breaker starting arrangement for the engine safety features, instruments and control panel etc., shall be verified.

### **C. MAINTENANCE WORK DURING DEFECT LIABILITY PERIOD AND CMC PERIOD**

**6.26.** After successful installation by the Contractor and accepted by HDC, Maintenance shall be carried out by the contractor during guarantee period of 2 years and CMC period of 5 years, after expiry of 2 years' Guarantee period

**6.27.** The Maintenance work is comprehensive in nature, therefore, all the repairing and maintenance cost including spares to be borne by the Contractor.

**6.28.** The contractor shall submit the maintenance schedule to HDC for approval based on OEM recommendation to carry out the maintenance work during Defect Liability Period, as well as during CMC period of 5 years

**6.29.** The contractor shall maintain records in Log book for the entire Maintenance work duly signed by authorised representatives of HDC, KoPT & the Contractor and the same need to be submitted along with bill for payment.

**6.30.** During the maintenance, the contractor shall clean properly the D.G. set, AMF panels, etc. and check all the parameters as per maintenance schedule and standards and also with the satisfaction of the HDC representatives.

**6.31.** The Contractor shall arrange training for the technical staff of HDC for maintenance of D.G. set. The training should include AMF panel operation on both the mode i.e. Auto/manual start of DG set immediately during failure of power supply & malfunctioning of AMF panel including important check list.

**6.32.** The Contractor shall complete the preventive maintenance activity as per schedule and shall record in register with sign of appropriate authority of HDC and the Contractor.

- 6.33.** Payment shall be made on quarterly basis during Defect Liability Period, as well as during CMC period. However, the Contractor shall submit the records showing availability and maintenance report, along with the bills.
- 6.34.** The Contractor shall ensure 99% availability of the D.G. set on each quarter during Defect Liability Period, as well as during CMC period, failing which 1% of the quarterly bill value would be deducted from the quarterly running bills.
- 6.35.** OEM shall visit at site at least once in a year on yearly basis for checking DG Set and allied equipment and submit the report. Accordingly, the contractor shall rectify the problems as mentioned in the report within a short period.

**D.** OPERATION INSTRUCTIONS AND DRAWINGS

The Contractor shall provide 2 sets of operation and maintenance manual, complete layout drawings of Genset, AMF panel with wiring, earthing system and battery charger for DC source compiled in the spiral binding hard copy and soft copy hand over to HDC representative.

**E.** INSPECTION AND TESTING OF GENERATOR SET

The engine alternator sets shall be tested at factory, before dispatch to site and at site as per detailed specification of NIT in the presence of department representatives.

All the following tests to check the performance of the set to meet the requirements of specifications shall be carried out at site after installation. The engine shall be run for at least half an hour on no load and then the engine shall be run continuously for six hours at its full rated load. 'The set will be tested with an overload of 10% for one hour. The over load test may be taken at any stage during the full load period and need not be at the end of six hours of full load test. During the full rated load test half hourly readings of the stationary coil temperature are to be taken and the rise in temperature should not be more than the value stipulated as per relevant clauses of insulation given in IS - 4722 - 1958. The fuel consumption should be within 5% of the manufacturers stipulated ratings.

## **SECTION VII**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

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31)	Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
32)	Contractor to submit his programme of work
33)	Contractor to supervise the works
34)	Contractor is responsible for line, level, setting out, etc.
35)	Contractor is responsible to protect the work
36)	Contractor is responsible for all damages to other structures / persons caused by him in executing the work
37)	Fossils, Treasure troves, etc. are Trustees' property
38)	Contractor to indemnify the Trustees against all claims for loss, damage, etc.
39)	Dismantled materials Trustees' property
40)	Contractor's quoted rates / price must be all inclusive
41)	Notice to Contractor
42)	Contractor not to publish photograph or particulars of work
43)	Contractor to provide facilities to outsiders
44)	Work to cause minimum possible hindrance to traffic movement

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.



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## General Conditions of Contract (GCC)

### A. GENERAL PROVISIONS

#### 7.1 Definitions

In the conditions of contract (“these conditions”), which includes particular conditions and these general conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

##### 7.1.1 The Contract:

- a) **“Contract”** means and includes these **bidding documents** in entirety (**including** all Addenda and Corrigenda, if any), the **specification**, the **drawings**, the **PRICE SCHEDULE**, the **bid / offer**, the **Letter Of Acceptance**, the **Contract Agreement** (when Contract Agreement would be completed in all respect) and such further documents as may be expressly incorporated in the **Letter Of Acceptance** or **Contract Agreement** (when Contract Agreement would be completed in all respect).
- b) **“Contract Agreement”** means the executed Contract Agreement referred to in **ITB Clause No. 5.37 [Signing of Contract Agreement]**.
- c) **“Contract documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- d) **“Letter Of Acceptance (LOA)”** or **“Work order”** or **“Order letter”** means the formal acceptance of the bid (and placement of order with the successful bidder), issued by or on behalf of the Employer, including any adjustments or variation to the bid agreed between the Employer and the successful bidder and includes its enclosure(s), annexure(s), etc., if any.
- e) **“Specification”** means the specification of the work included in the contract and any modification thereof or addition thereto made under **GCC Clause No. 7.12 [Additions and alterations]** or submitted by the Contractor and approved by the Engineer, in writing.
- f) **“Drawings”** means **all drawings, calculations and technical information**, etc., provided by the Engineer to the Contractor under the contract and all **drawings, calculations, samples, patterns, models**, etc., including modification, if any, and other **technical information & manuals** of a like nature, submitted by the Contractor and approved by the Engineer.
- g) **“Tender”** or **“Bid”** means the proposal (priced offer), along with all supporting documents, submitted by the bidder to the Employer for

consideration.

- h) **“Price Schedule”** means the priced schedule of items, forming part of the bid.
- i) **“Tenderer”** or **“Bidder”** means the individual firm, who submits the bid, duly filled up and signed, along with all the required documents and payment instruments, in strict compliance of the conditions / requirements stipulated in these bidding documents.
- j) **“Contract data”** means the pages completed by the Employer entitled **CONTRACT DATA**.

7.1.2 Parties and persons :

- a) **“Party”** means the **Employer** or the **Contractor**, as the context requires.
- b) **“Employer”** or **“Board”** or **“Trustees”** or **“Kolkata Port Trust”** or **“KoPT”** means the Board of Trustees for the Port of Kolkata (Calcutta), a body corporate under **Section 3** of the **Major Port Trusts Act, 1963** (as amended from time to time), including their successors, representatives and assigns.
- c) **“Contractor”** or **“Successful bidder”** or **“Successful tenderer”** means the person or persons, firm or company, whose bid / offer has been accepted by the Employer and is named as such in the Contract Agreement or his representative(s), who is/are duly authorised to deal the contract.
- d) **“Contractor’s representative”** means the person(s) named by the Contractor in the contract or appointed from time to time by the Contractor, under **GCC Clause No. 7.21 [Contractor’s personnel and Contractor’s representative]**, who acts on behalf of the Contractor.
- e) **“Sub-contractor”** shall mean a person or persons, firm or company to whom a part of the work has been sub-contracted by the Contractor, with prior consent of the Employer.
- f) **“Contractor’s personnel”** means the Contractor’s representative and all personnel whom the Contractor utilises on site, who may include staff, labour and other employees of the Contractor and of each Sub-contractor, and any other personnel assisting the Contractor in the execution of the work.
- g) **“Engineer”** means the person appointed by the Employer to act as the Engineer for the purposes of the contract and named in the **Contract data**, or other person appointed from time to time by the Employer and notified to the Contractor under **GCC Clause No. 7.18 [Replacement of the Engineer]**.
- h) **“Engineer’s Representative”** means any sub-ordinate 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 **GCC Clause**

Nos. 7.13 to 7.15 hereof.

- i) **“Engineer-in-charge”** means employee of KoPT, authorised by the Engineer to look after the physical execution of the contract, at site level.
- j) **“Haldia Dock Complex”** or **“HDC”** means a Dock Complex situated at Haldia, under **Kolkata Port Trust**.
- k) **“Chairman”** means the Chairman of the Board of Trustees for the Port of Kolkata (Kolkata Port Trust) and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.
- l) **“Deputy Chairman”** means the Deputy Chairman, Haldia Dock Complex and includes the person appointed to act in his place.
- m) **“General Manager (Engineering)”** means the Officer appointed to take charge of Plant & Equipment Division, Infrastructure & Civic Facilities Division and Materials Management Division of HDC, under the supervision of the Deputy Chairman, HDC.
- n) **“Senior Deputy Manager (P&E)”** means the Officer of Plant & Equipment Division of HDC, reporting to the General Manager (Engineering).

7.1.3 Dates and periods:

- a) **“Completion period”** means the time of completion/period of execution notified under 7.65 [Completion period].
- b) **“Month”**, for the purpose of this contract, shall mean the period starting from the date of commencement in any month to the previous date of the following month, as per English Calendar.
- c) **“Week”**, for the purpose of this contract, shall mean any period of 7 (seven) consecutive English Calendar Days.
- e) **“Day”**, for the purpose of this contract, means English Calendar Day.

7.1.4 Money and payments:

- a) **“Contract price”** or **“Contract value”** means the sum named in the **“Letter of Acceptance (LOA)”** [excluding GST] of the bid /offer of the Contractor, subject to such additions thereto and deductions therefrom, as may be made by the Engineer, under the provisions contained in this bidding document.
- b) **“Cost”** means all expenditure reasonably incurred (or to be incurred), by the Contractor, whether on or off the site, including overhead and similar charges, but does not include profit.
- c) **“Foreign Currency”** means the currency other than Indian Currency.

7.1.5 Work:

- a) **“Work”** means the work to be executed in accordance with the contract and includes authorised **“Extra work”**, **“Excess work”** and

**“Temporary work”.**

- b) **“Temporary work”** means all temporary work of every kind required in or about the execution, completion or maintenance of the work 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.
- c) **“Excess work”** means the required quantities of work, in excess of the provision made in the contract, against any item of the **“Price Schedule”**.
- d) **“Extra work”** means those work, required by the Engineer for completion of the contract, which were not specifically and separately included in the schedule of items of the work (i.e. **“Price Schedule”**) of the bidding document.
- e) **“Related Services”** means the services incidental to the supply of goods / contract job, such as insurance, installation, training, initial maintenance and other obligations of the Contractor, under the contract.

7.1.6 Other definitions

- a) **“Constructional plant”** means all appliances or things, of whatsoever nature, required in or about the execution, completion or maintenance of the work or temporary work 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.
- b) **“Site”** means the land and other places, on, under, in or through which the contract is to be executed or carried out and any other lands or places provided by the Employer for the purpose of the contract.
- c) **“Excepted Risks”** means riot, in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
- d) **“Approved / approval”** means approval in writing.
- e) **“Test on Completion”** means such tests, prescribed by the applicable Design Standard, codes and described in the bidding document, to be performed by the Contractor before the equipment / items / installations are supplied, delivered and taken over by the Employer.

- f) **“Defect Liability Period (DLP)” means the period defined in the GCC Clause No. 7.67.**
- g) **“Force Majeure” is defined in GCC Clause No. 7.86 [Definition of Force Majeure].**

## **7.2 Contract documents**

- 7.2.1 The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one, which is not described in the other, no advantage shall be taken of any such omission.
- 7.2.2 In case, any discrepancies or inconsistencies however appear or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the work executed under this contract or as extra thereupon, the same shall be explained by the Engineer or his authorised representative.
- 7.2.3 The explanation of Engineer or his authorised representative shall be final and binding upon the Contractor and the Contractor shall execute the work according to such explanations, and without extra charge or deductions and do all such work and things as may be necessary for the proper execution of the contract as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

## **7.3 Interpretations**

- 7.3.1 In the contract, except where the context requires otherwise:
  - a) words indicating one gender include all genders;
  - b) words indicating the singular also include the plural and words indicating the plural also include the singular;
  - c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - d) **“written” or “in writing”** means hand-written (manuscript), type-written, printed or Electronically made, and resulting in a permanent record, under or over signature and seal, as the case may be;

And

  - e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

## **7.4 All Drawings are Trustees’ property**

- 7.4.1 The Drawings, referred to in the Special Conditions of Contract / Technical Specification / Price Schedule, if and as applicable, shall be furnished by the Engineer to the Contractor, 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.

## **7.5 Language**

- 7.5.1 The contract as well as all correspondence and documents relating to the contract, exchanged between the Contractor and the Employer/Engineer, shall be written in **English Language only**. If any documents/manuals/printed literature/drawings is submitted by the Contractor in other language(s), the same should be accompanied by an accurate translation of the relevant pages in the English language. In that case, for the purposes of interpretation of the contract, such translation shall govern.
- 7.5.2 The Contractor shall have to bear all costs of translation to the English Language and all risk of the accuracy of such translation, for documents provided by the Contractor.

## **7.6 Notices**

- 7.6.1 Any notice, given by one party to the other, pursuant to the contract, shall be in writing, to the address specified in the **Contract data**. The term “in writing” means communicated in written form, with proof of receipt.
- 7.6.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## **7.7 Governing Law**

- 7.7.1 The contract shall be governed by and interpreted in accordance with the relevant Indian Acts [considering latest amendment thereof], as applicable, within the jurisdiction of the Honourable High Court of Kolkata [ Calcutta High Court] , India, including the following Acts:
- i) The Indian Contract Act, 1872.
  - ii) The Major Port Trust Act, 1963.
  - iii) The Workmen’s Compensation Act, 1923.
  - iv) The Minimum Wages Act, 1948.
  - v) The Payment of Wages Act, 1936.
  - vi) The Payment of Bonus Act, 1965.
  - vii) The Payment of Gratuity Act, 1972.
  - viii) The Equal Remuneration Act, 1976.
  - ix) The Employees Provident Fund Act, 1952.
  - x) The Employees State Insurance Act, 1948 & The Employees State Insurance (Amendment) Act, 1989.
  - xi) The Contract Labour (Regulation & Abolition) Act, 1970; Rules 1971.
  - xii) Child Labour (Prohibition & Regulation) Act, 1986.

- xiii) The Maternity Benefits Act, 1961.
  - xiv) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
  - xv) The Dock Workers (Regulation of Employment) Act, 1948.
  - xvi) The Dock Workers (Safety, Health & Welfare) Act, 1986.
  - xvii) The Indian Arbitration and Conciliation Act, 1996 [considering its latest amendment in 2015].
- 7.7.2 Unless otherwise specified, all the laws / rules / acts, etc., mentioned in different clauses of this bidding document, should be considered as laws / rules / acts, etc. applicable in India.
- 7.7.3 The Contractor shall indemnify KoPT for any proceeding taken or commenced by any authority against the Employer for any contravention of any of such laws, bye laws, rules, regulations, orders, etc., by the Contractor or their personnel / workmen / agent / supplier, etc. If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any law, bye law, rule, regulation, order, etc., the Employer is called upon by any authority to pay or reimburse or is required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any amount due or that may become due to the Contractor under this contract or any other contract or by any other means or may otherwise recover from the Contractor any sum which KoPT is required or called upon to pay or reimburse on behalf of the Contractor.

## **7.8 Patent Rights**

- 7.8.1 The Contractor shall fully indemnify KoPT against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.
- 7.8.2 All payments, or otherwise shall be deemed to be included by the Contractor in the prices named in the bid and shall be paid by them to whom they may be payable.
- 7.8.3 In the event of any claim being made or action brought against KoPT in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and they shall with the assistance, if they so require, of KoPT but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to KoPT such security, as shall from time to time, be reasonably required by KoPT to recover the ascertained or agreed amount, as the case may be, of any compensation, damages, expenses and cost, which might be payable by the Trustees in respect of or as a result of any such negotiation or litigation.



## 7.9 Stamp duty & other expenses

- 7.9.1 All the costs, charges and expenses to be incurred in connection with **Contract Agreement, Indemnity Bond, Bank Guarantees, Integrity Pact**, etc., including stamp duty, shall be borne by the Contractor.

## 7.10 Indemnity

- 7.10.1 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor, at all times during the progress of the work, the Contractor shall, nevertheless, be wholly responsible for all damages, whether to the works themselves or to any other property of KoPT or to the lives, persons, property of others during the progress of the work.
- 7.10.2 In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor, at their own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all necessary precautionary measures, like displaying notices, shall be taken by the Contractor, during the contract period.
- 7.10.3 In case any material, spare parts, components, sub-assemblies, accessories, etc., related to the work (under the scope of the Contractor), is required to be taken out of the Dock premises by the Contractor, for some specialised servicing, repairs, overhauling, etc. or for any other reason whatsoever, the Contractor shall have to obtain permission from the Employer. For this the Contractor shall have to submit an “**Indemnity Bond**” [in the form furnished in **Section-XI**]. Maximum liability will not exceed the total supply value.

## 7.11 Employer's lien

- 7.11.1 All constructional plant, temporary work and materials, when brought to the site by the Contractor, shall be deemed to be the property of the Employer, who will have lien on the same, until the satisfactory completion of the work and shall only be removed from the site, in part or in full, with the written permission of the Engineer or his Representative.
- 7.11.2 The Employer shall have a lien on and over all or any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Contractor, either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Employer and the Contractor.

## 7.12 Additions and alterations

- 7.12.1 KoPT shall have power and authority, from time to time and at all times, to make amendments or additions or alterations or changes in the **Technical Specification** and give such further instructions and directions, as may appear necessary and proper to KoPT for the guidance of the Contractor and good & efficient execution of the work.
- 7.12.2 The Contractor shall receive, obey and be bound by the same, according to the true intent and meaning thereof, as if the same had been mentioned or referred to in the **Technical Specification**.

- 7.12.3 KoPT may also vary or alter the levels or positions of any of the work contemplated by approved specification or may order any of the work contemplated thereby to be omitted, with or without substitution of any other works in lieu thereof, or may order any work or any portion of works executed or partially executed, to be removed, changed or altered, if required.

In this connection, KoPT may increase or decrease or split the quantity of work included in the contract or execute additional work of any kind necessary for good & efficient execution of the work.

- 7.12.4 The Engineer shall have the power to order for the above amendments (additions/alterations/changes, etc.) and any difference in the cost occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount accepted under the contract based on the rate(s) available in the contract. Where the rate(s) is/are not available in the contract, such difference in the cost shall be determined by the Engineer, taking into account the market rate and labour cost at site for similar work, backed up by rate analysis, (to be submitted by the Contractor and agreed upon between the Contractor and KoPT).

In the event of disagreement, KoPT shall fix such rates or prices as shall, in their opinion, be reasonable and proper having regard to the circumstances.

## **B. THE ENGINEER**

### **7.13 Instructions of the Engineer or Engineer's Representative**

- 7.13.1 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 Engineer's direction on any matter whatsoever. However, the Engineer shall exercise his discretion impartially, within the terms of the contract and have regard to all the circumstances.

The Contractor shall take instructions from the Engineer and subject to limitation indicated in **GCC Clause No. 7.16.1** hereof, from the Engineer's Representative.

### **7.14 Engineer's power and authority**

- 7.14.1 The Engineer shall have full power and authority:
- a) to supply to the Contractor, from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
  - b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
  - c) to order for any variation, alteration and modification of the work and for extra works.
  - d) to issue certificates as per contract.

- e) to settle the claims & disputes of the Contractor.
- f) to grant extension of completion time.

#### **7.15 Power of Engineer's Representative**

7.15.1 The Engineer's Representative shall:

- a) watch and supervise the work.
  - b) test and examine any material to be used or workmanship employed in connection with the work.
  - c) 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.
  - d) take measurements of work done by the Contractor for the purpose of payment or otherwise.
  - e) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense
  - f) have powers to issue alteration order not implying modification of design and extension of completion time of the work.
- And
- g) 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.

#### **7.16 Limitation of Engineer's Representative's power**

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

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

#### **7.17 Engineer's over-riding power**

7.17.1 Provided also as follows:

- a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the Contractor's cost and the Contractor shall have no claim to compensation for the loss sustained by them.
- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, they shall be entitled to refer the

matter to the Engineer, who shall thereupon confirm, reverse or vary such decision which will be final, conclusive and binding on the parties.

- c) Any written instructions or written approval given by the Engineer's Representative to the Contractor, within the terms of delegation of power and authority vested in the Engineer to his representative, in writing, shall bind the Contractor and the Trustees as though it had been given by the Engineer, who may, from time to time, make such delegation.

#### **7.18 Replacement of the Engineer**

- 7.18.1 If the Employer intends to replace the Engineer, the Employer shall give notice to the Contractor in this respect.

#### **7.19 Determinations**

- 7.19.1 Whenever these conditions provide that the Engineer shall proceed, in accordance with this clause, to agree or determine any matter, the Engineer shall consult with each party, in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination, in accordance with the contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both parties of each agreement or determination, with supporting particulars **within 28 (twenty-eight) days** from the receipt of the corresponding claim or request, except when otherwise specified. Each party shall give effect to each agreement or determination, unless and until revised under **GCC Clause Nos. 7.94 to 7.98 [Claims, Disputes and Arbitration]**.

### **C. THE CONTRACTOR**

#### **7.20 Performance Guarantee / Security Deposit**

- 7.20.1 As specified in the **SCC**, the Contractor shall have to provide **Performance Guarantee / Security Deposit** towards guaranteeing the performance of the Contractor in execution of the contract.
- 7.20.2 The **Performance Bank Guarantee(s)** shall be denominated in the currency(ies) of payment in the contract, and shall be in the form furnished in **Section-XI**.
- 7.20.3 The original Bank Guarantee should be sent by the issuing Branch of the Bank, directly to the Employer, under Registered Post (A.D), at the following address:

General Manager (Finance),  
Haldia Dock Complex (HDC),  
Jawahar Tower Complex,  
P.O: Haldia Township,  
Dist.: Purba Medinipur,  
PIN – 721 607,

West Bengal, India.

A photocopy of the Bank Guarantee should also be sent to the Engineer, by the Contractor, for record.

The General Manager (Finance), HDC may require Bank's confirmation for having issued the Guarantee. In that case, the issuing Branch of the Bank should send a confirmation letter, directly to the Employer, under Registered Post (A.D), at the above address.

7.20.4 Failure of the Contractor to submit the required Performance Bank Guarantee, as mentioned in **GCC Clause No. 7.20.1** and in the manner stated in the **SCC**, shall constitute sufficient grounds for termination of the contract and forfeiting the Earnest Money Deposit.

7.20.5 The proceeds of **Performance Guarantee / Security Deposit** shall be payable to the Employer, as compensation, for any loss resulting from the Contractor's failure to complete its obligations under the contract.

7.20.6 **Performance Guarantee/Security Deposit** shall be liable to be forfeited, at the option of the Employer, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the contract.

7.20.7 The Employer shall be at liberty to deduct/recover any of their dues from **Security Deposit/Performance Guarantee**.

In that case, if **Security Deposit / Performance Guarantee** is reduced by reason of any such deduction or encashment, the Contractor shall have to, **within 15 (fifteen) days thereafter**, make good the amount so reduced.

7.20.8 The cost of obtaining **Performance Bank Guarantee** or any other Bank Guarantee and / or revalidation thereof, whenever required, has to be borne by the Contractor and it shall be their 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 Employer shall be at liberty to raise claim / demand under Performance Guarantee and/or enforce the same unilaterally.

No interest/charge, of whatsoever nature, shall be paid by the Employer on the amount of **Security Deposit / Performance Guarantee** held by the Employer, at any stage.

7.20.9 On completion of execution of the work, the Contractor shall maintain the same during the "**Defect Liability Period**", as specified in **GCC Clause No. 7.67**, from the date mentioned in the "**Certificate of Completion of Work**" [as per the form furnished in **Section-XI**]. Any defect / fault, which may appear in the work during the aforesaid warranty 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 7 (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.

- 7.20.10 The contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a “**Certificate of Final Completion**” [as per the form furnished in **Section-XI**] shall have been signed and issued by the Engineer, after all obligations under the contract, including that in the Defect Liability Period (DLP), if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.
- 7.20.11 Refund of **Performance Guarantee / Security Deposit** would be guided by the procedure detailed in the **SCC**.

**7.21 Contractor’s personnel and Contractor’s representative**

- 7.21.1 The Contractor’s personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the site of work, including the Contractor’s representative, if applicable, who:

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,
- c) fails to conform with any provisions of the contract, or
- d) persists in any conduct, which is prejudicial to safety, health or protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

- 7.21.2 The Contractor shall have to communicate the names of their officials/representatives, authorized by them through **Power of Attorney** (specimen signature of such authorized representative should be attested), to make all correspondences and sign all documents/papers in relation to this contract.

Written orders or instructions, which the Employer may issue to such authorized officials/ representatives of the Contractor, shall be deemed to have been given to the Contractor.

- 7.21.3 In case any of such authorised persons fails to act as Contractor’s representative, the Contractor shall similarly communicate the name and particulars of another suitable person for such authorization.

The Contractor shall have to notify the Engineer, immediately after revoking the appointment of the Contractor’s representative and appointment of a replacement.

- 7.21.4 If any of the Contractor’s representatives/officials is required to be temporarily replaced during the period of contract, the name of the person temporarily authorised [by any one of the authorised

officials/representatives, authorized earlier through **Power of Attorney**], shall have to be notified. Specimen signature of such temporarily authorised representative(s) should be attested [by the said authorised official/representative].

## 7.22 Assignment and sub-contracting

- 7.22.1 The Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract the whole of the work.

Unless otherwise stated in the contract, the Contractor shall not, directly or indirectly, transfer, assign, sublet or sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve the Contractor from any of their liabilities or obligations under the contract and they shall be responsible for :

- a) the acts, defaults and neglect of any Sub-contractor, their agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor, their agents, servants or workmen,
- b) their full and entire responsibility of the contract and active superintendence of the work by them despite being sublet.

**Provided that** the Contractor shall not be required to obtain such permission for:

- i) the provision of labour engaged on piece-work basis/daily rate basis,
  - ii) the purchase of materials/services which are in accordance with the standards specified in the contract,
- Or
- iii) the sub-contracting of any part of the work, for which the Sub-contractor is named in the contract.

The Contractor shall be responsible for observance, by all Sub-contractors, of labour laws applicable in India (for the portion of work that would be executed in India) and all other provisions of the contract.

- 7.22.2 No **participating bidder** [in connection with the instant tender] will be allowed to act as a **Sub-contractor** of the successful bidder (Contractor).
- 7.22.3 In the event of the Contractor contravening aforesaid condition [**GCC Clause No. 7.22.2**], the Employer shall be entitled to terminate the contract forthwith and award a fresh contract to some other parties at **risk and cost of the Contractor**, who shall be liable for any loss or damage, which KoPT may sustain in consequence to arising out of such replacement of the Contractor.
- 7.22.4 The Contractor shall not assign their right and interest in these presents nor assume a fresh partner or partners, dissolve the partnership existing between them in reference to this contract, without the prior written permission of the Employer.

## 7.23 Access to site

- 7.23.1 The Contractor shall have to abide by the **rules and regulations of Kolkata Port Trust (KoPT)** in respect of entry / exit and movement in the dock premises.
- 7.23.2 Necessary **Gate Pass / Dock Entry Permit**, for entering into the Dock area, will be issued to the personnel of the Contractor [including that of approved Sub-contractor(s)] directly connected with the work, **on chargeable basis** [as per the extant “**Scale of Rates**” of KoPT, available at <http://www.kolkataporttrust.gov.in/> of **Kolkata Port Trust**], on receipt of a formal written request.

However, for issuing such Gate Pass, the following would be required:

- i) **For Indian nationals:** A photocopy of the Voter’s Identity Card/any other Photo Identity Card.
- ii) **For foreign nationals (excluding from Nepal and Bhutan):** **Permission in the form of “No objection” for entering Haldia Dock**, from the office of the **Superintendent of Police, Purba Medinipur, West Bengal, India**, which acts as the **District Registration Office** for foreigners.

**Dock Entry Permits shall not be issued to the mentioned foreign nationals without the aforesaid permission.** The aforesaid “No objection”, along with photocopies of Passport and Visa of the foreign national, has to be submitted to the Administration Division of HDC, KoPT, with an application for obtaining Dock Entry Permit(s).

- 7.23.3 The Contractor will be fully responsible for any injury (whether fatal or otherwise) to their personnel [including that of approved Sub-contractor(s)], for any loss or damage to property or for any other loss, damage, costs and expenses, whatsoever caused, which, but for the granting of such permission, would not have arisen.
- 7.23.4 The Contractor will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property, which may be caused due to any act of the Contractor or their personnel [including that of approved Sub-contractor(s)].
- 7.23.5 **No photograph within the Dock Area** shall be taken by the Contractor, without prior permission of the Engineer.

#### **7.24 Transportation of materials**

- 7.24.1 All materials, spare parts, tools, tackles, service equipment, including consumables, required under this contract, will have to be packed, securely placed and protected by the Contractor during transportation. The Contractor will be held responsible for the inefficient packing, storing and protection of the materials.

#### **7.25 Contractor’s equipment**

- 7.25.1 The Contractor shall be responsible for all the equipment of the Contractor. When brought on to the site, the Contractor’s equipment shall be deemed to be exclusively intended for the execution of the work. The Contractor shall



not remove from the site any major items or Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicle(s) transporting goods or Contractor's personnel off site.

## **7.26 Supply of water and Electricity**

### **7.26.1 Supply of water:**

Drinking water supply at the **Contractor's site office, store, workshop, assembly/erection yard, etc.** will be given **on chargeable basis**. For this, the Contractor shall have to make **all arrangements, including installation of Water Meter and laying of pipelines from the source(s) identified by KoPT, at their cost**. The Contractor will be responsible for maintenance and calibration of such water meter also. Billing against water supply will be done in line with SCC.

KoPT do not guarantee uninterrupted supply of water and the Contractor shall not be compensated for any delay or irregularity in supplying water. The Contractor shall have to arrange for the supply of water at his own cost during such periods.

However, water supply, if required for the **actual work (including erection, commissioning & cleaning work) at the site only** and / or **maintenance, repair & cleaning work** (required to be carried out at site during the "Defect Liability Period") will be provided free of cost. The Contractor shall have to make **all arrangements for laying of pipelines from the source(s) identified by KoPT, at their cost**.

### **7.26.2 Supply of Electricity:**

Supply of Electricity at the **Contractor's site office, store, workshop, assembly / erection yard, etc.** will be on **chargeable basis**. The Contractor shall have to make all arrangements, including **installation of Energy Meter and laying of Cables from the source(s) identified by KoPT, at their cost**. The Contractor will be responsible for maintenance and calibration of such Energy Meter also. Billing against **electricity charges** will be done in line with SCC.

KoPT do not guarantee uninterrupted supply of Electricity and the Contractor shall not be compensated for any delay or irregularity in supplying Electricity. The Contractor shall have to arrange for Electricity at his own cost during such periods.

However, Power supply, required for the **actual work (including erection and commissioning) at the site only** and/or **maintenance and repair** (required to be carried out at site during the "Defect Liability Period") will be provided free of cost. The Contractor shall have to make all arrangements for **laying of Cables from the source(s) identified by KoPT, at their cost**.

## **7.27 Use of ground and land/covered space for Contractor's establishment**

7.27.1 The Contractor shall be allowed to use a suitable land (open space), which in the opinion of KoPT may be absolutely necessary for the proper and efficient execution of works. For this, a token lump sum licence fee of

**Rs.10.00 per month or part thereof** will be charged during pendency of the contract and extension thereof, if any.

- 7.27.2 On completion of work or termination of the contract, the Contractor shall have to clear away all their tools, plants, rubbish and other materials, **within a fortnight** and hand over vacant and peaceful possession of the same to KoPT, in a tidy and clean condition. The same license fee (**Rs.10.00** per month or part thereof) will be applicable for this additional period (if any) for clearing the space. If the Contractor fails to clear the space and handover the same to the Employer in a clean and tidy condition, within the period mentioned above, KoPT's "Schedule of Rate" will be applicable for the period beyond that.
- 7.27.3 The Contractor shall be allowed to erect any temporary structures on this land [as stated in **GCC Clause No. 7.27.1**] for **office and / or store and / or workshop**, etc. and make all suitable arrangement for water supply, Electricity supply and sanitary arrangements for the same, at their own cost.
- 7.27.4 In case the Contractor is interested in taking **covered space, office room**, etc. of KoPT for the purpose of making a site office and store in the Dock area, the same may also be allotted subject to availability. The rents for such covered spaces or office room of KoPT, to be allotted to the Contractor, shall have to be paid by the Contractor, as per the 'Schedule of Rent of KoPT, prevailing at that time. In addition to the rent, **water consumption charges** [as per **GCC Clause Nos. 7.26.1**] and **Electricity consumption charges** [as per **GCC Clause No. 7.26.2**] (if Electricity / water is supplied from KoPT sources) and other applicable charges, as per the notifications of **Tariff Authority of Major Ports (TAMP)**, have to be paid by the Contractor. The Contractor will be responsible for installation, maintenance and calibration of Water Meter and / or Energy Meter also.

#### 7.28 Existing services

- 7.28.1 Drains, Pipes, Cables, overhead wires and similar services, whether above or below the ground, which may be encountered in the course of the work, shall be saved and kept harmless from injury and/or loss or damages by the Contractor, at their own costs and expenses, so that they continue to be in full and uninterrupted use to the Employer.
- 7.28.2 The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The Contractor shall, at their own costs and expenses and without any delay, repair and make good, to the satisfaction of the Employer, any injury and/or loss or damage caused by the Contractor to the same.

#### 7.29 Contractor to prepare working/ progress drawings

- 7.29.1 The Contractor shall provide 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.

**7.30 Contractor's price is inclusive of all costs**

- 7.30.1 Unless otherwise specified, the Contractor shall be deemed to have included in his bid / offer all his cost for supplying and providing all constructional plant, temporary work, materials (both for temporary and permanent works), labour (including supervision thereof), transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.

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

- 7.31.1 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the temporary and permanent works formulated by the Engineer, but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.

**7.32 Contractor to submit his programme of work**

- 7.32.1 Whenever required by the Engineer or his Representative, the Contractor shall submit to him the details of his

- (a) programme for execution of the work,
- (b) proposed procedure and methods of work,
- (c) proposed deployment of plant, equipment, labour, materials and temporary works.

The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.

- 7.32.2 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.

**7.33 Contractor to supervise the works**

- 7.33.1 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 Defect Liability Period (DLP). The Contractor, or his competent and authorised agent or representative, shall be constantly at site and instructions given to him by the Engineer or his Representative, in writing, shall be binding upon the Contractor subject to limitation in **GCC Clause No. 7.16** hereof. The Contractor shall inform the Engineer or his Representative in writing about such representative/agent of him at site.

**7.34 Contractor is responsible for line, level, setting out, etc.**

- 7.34.1 The Contractor shall be responsible for the true and proper setting out of the works, in relation to reference points / lines / levels given by the Engineer, in writing. The checking of any setting out or of any alignment or level by the Engineer or his Representative shall not, in any way, relieve the Contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.

**7.35 Contractor is responsible to protect the work**

- 7.35.1 From the commencement of the works till issue of the “Certificate of Completion of Work”, vide **GCC Clause No. 9.65** hereof, the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work, or any part thereof, shall be made good by the Contractor, at his own cost, as per instruction and to the satisfaction of the Engineer, failing which, the Engineer or his Representative may cause the same to be made good by any other agency and the expenses, incurred and certified by the Engineer, shall be recoverable from the Contractor, in whatever manner the Engineer shall deem proper. This clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case, the Contractor’s obligation will be limited to repairs and replacement for manufacturing or construction defects during the Defect Liability Period, as per the directions of the Engineer, as also for defects/damages, if any, caused to the work by the Contractor during such repairs and replacement during the Defect Liability Period.

**7.36 Contractor is responsible for all damages to other structures / persons caused by him in executing the work**

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

**7.37 Fossils, Treasure troves, etc. are Trustees’ property**

- 7.37.1 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 of geological or archaeological importance be discovered at site, which shall remain the property of the Trustees, and protect them from being damaged by his workmen and arrange for disposal of them, at

the Trustees' expense, as per the instruction of the Engineer's Representative.

**7.38 Contractor to indemnify the Trustees against all claims for loss, damage, etc.**

7.38.1 The Contractor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising there from on account of:

- (a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.
- (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
- (c) Unauthorised obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
- (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
- (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting Contractor's plants and materials.
- (f) The Contractor's default in affording all reasonable facilities and accommodation, as per the direction of the Engineer or his Representative, to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

**7.39 Dismantled materials Trustees' property**

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

**7.40 Contractor's quoted rates / price must be all inclusive**

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

- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
- (b) Cleaning and removal from site all the surplus materials, of every kind, to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
- (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution, of whatever

nature, during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

- (d) Making arrangements for deployment of all labourers and workers, local or otherwise, including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
- (e) Making arrangements, in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing
  - (i) spread of any infectious disease like smallpox, cholera, plague, malaria or dengue, 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 (sixteen) years.

#### **7.41 Notice to Contractor**

- 7.41.1 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 bid or to the Contractor's Site Office or, in case of Trustee's enlisted Contractor, to the address as appearing in the Trustee's Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

#### **7.42 Contractor not to publish photograph or particulars of work**

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

#### **7.43 Contractor to provide facilities to outsiders**

- 7.43.1 The Contractor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and co-operation, as per direction of the Engineer or his Representative, to any other Contractor engaged by the Trustees and their workmen, to the Trustees' own staff and to the men of other Public Body, on or near the site of work, and in default, the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.

#### **7.44 Work to cause minimum possible hindrance to traffic movement**

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

#### **D. STAFF AND LABOUR**

##### **7.45 Engagement of staff and labour**

- 7.45.1 The labour, as mentioned in the respective clauses, shall include all labourers of the approved sub-contractor(s), with respect to this contract.
- 7.45.2 The Contractor shall have to make their own arrangements for the engagement of all staff and labour, for doing the work at site or in respect of or in connection with the execution of work, as also for the transport, housing, feeding. They shall have to ensure making payment to the above staff and labours, to be engaged by them (including the labours, to be engaged by the approved Sub-contractor, if any).
- 7.45.3 KoPT's store shall mean any store of Haldia Dock Complex, situated at Haldia.
- 7.45.4 It is expressly made clear that both before and after the completion of the work or termination of the contract, **KoPT shall have no liability, whatsoever, for the personnel to be engaged by the Contractor [or by the approved Sub-contractor(s)] for the work under this contract.**

##### **7.46 Labour Laws**

- 7.46.1 The Contractor shall, at all times, during the pendency of the contract [including the period of making good/rectification of deficiencies/defects, if any], have to comply fully with all existing **Acts, Regulations and Byelaws**, including all **statutory amendments** and re-enactment of **State or Central Government** and other **Local Authorities** and any other enactments and acts that may be passed in future either by the **State** or the **Central Government** or **Local Authority**, including **Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, Factories Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act**, etc., if applicable and/or as applicable.
- 7.46.2 If, as a result of the Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any moneys due or that become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums, which the Employer is required or called upon to pay or reimburse on behalf of the Contractor.
- All **registration and statutory inspection fees**, in connection with labour engagement, with respect to this contract, shall have to be paid by the Contractor, if applicable and/or as applicable.
- 7.46.3 The Contractor shall have to, immediately after the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report (over phone or otherwise) to the Engineer or his

representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident.

The Contractor shall also have to report such accident to the Engineer, in writing (giving reference to the earlier communication made). Based on such report, necessary communication with the competent authority would be made whenever such a report is required by law.

7.46.4 For any accident occurred within the entire operational area covered under the contract, the Contractor shall have to arrange prompt investigation into the matter through recording of statement of the personnel witnessing the accident. Such “Accident Report”, containing the findings, along with the statements so recorded, shall have to be forwarded by the Contractor to the Engineer at the earliest.

7.46.5 The Contractor shall have to provide full medical treatment to their staff & labourers, in case of “**Accident on Duty**”, which will inter alia include their obligations under the **Workmen’s Compensation Act, 1923**, including all amendments thereof.

The Employer shall in no manner be liable to the Contractor or any person engaged/employed by them [including that of Sub-contractor] or any other person, for injuries or death caused as a result of accidents occurred, either within or outside the site of work, under the contract. The Contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.

7.46.6 The Contractor shall have to indemnify KoPT, in the event of KoPT being held liable to pay compensation for injury to any Contractor's servants or workmen [including that of Sub-contractor] under the **Workmen's Compensation Act, 1923**, as amended from time to time.

7.46.7 Whenever the contract comes to an end with the efflux of time or otherwise or is terminated, the Contractor shall be required to fulfil all their obligations towards their workmen in terms of applicable labour laws and submit necessary documents towards such effect, to the Employer in support of the same. Any deposit, which may be lying with KoPT to their credit, will be liable to be applied for this purpose, if the Contractor fails to comply with the same. In case such documents are not furnished by the Contractor, the Employer will not release the **Performance Guarantee/ Security Deposit** and any other amount as may remain due to the Contractor

#### 7.47 **Health and safety**

7.47.1 In the event of any outbreak of illness or an epidemic nature, the Contractor shall have to comply with and carry out such regulations, orders & requirements, as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.



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

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

- 7.47.3 The Contractor [including approved Sub-contractor(s)] shall have to provide (at their own expenses) all required **Personal Protection Equipment (PPE)** [such as **Helmets, Nose Masks, Hand Gloves**, etc.] & **Safety Gears** for all personnel and labourers engaged during the work and in case of their failing to do so, the Employer shall provide the same and recover the cost thereof from any amount due, or which may become due to the Contractor or from any amount lying with them or under their control.

#### 7.48 **Labour licence**

- 7.48.1 Within 7 (seven) days from the date of issuance of the order, the Contractor shall have to apply for **labour licence** for the maximum number of workers proposed to be deployed for this work. Necessary certificate shall be issued by the Engineer against a request from the Contractor.

**Photocopy of the application shall have to be furnished to the Engineer**, immediately. However, payment will be released only on furnishing the copy of the **Labour Licence** to the Engineer. However, such license should be kept valid throughout the actual duration of contract.

#### 7.49 **Employees' Provident Fund & Employees' State Insurance**

- 7.49.1 The Contractor should have their establishment (with respect to this contract) registered with the concerned authorities under the provision of **Employees' Provident Fund & Miscellaneous Provision Act, 1952** and **Employees' State Insurance Act, 1948**. The Contractor shall have to submit the proof of registration as mentioned above immediately after commencement of work.

- 7.49.2 As per the above mentioned Act, the Contractor is liable for remittance of monthly subscription contribution in respect of **Employees' Provident Fund (EPF)** and **Employees' State Insurance (ESI)** for the workers engaged by them, wherever applicable. The Contractor shall have to submit the authenticated copy of the challans with respect to subscription / contribution of **Employees' Provident Fund** and **Employees' State Insurance** (against their respective Code Numbers issued by the **Employees' Provident Fund** and **Employees' State Insurance Authorities**) by 7<sup>th</sup> day of every English Calendar Month (during the currency of the contract) along with the list of labourers for whom such deposits have been made.

Payment will be held up if the up-to-date **Employees' Provident Fund** and **Employees' State Insurance** remittance challan is not submitted in time.

- 7.49.3 In case, registration with the EPF and ESI Authorities is not applicable for the employees of the Contractor [or for the employees of the Sub-

contractor(s)], documentary evidence to establish non-applicability to be submitted by the Contractor.

- 7.49.4 In case of sub-contracting any part of the work, above requirements should also be fulfilled by the approved Sub-contractor and necessary documents shall have to be submitted in time, as indicated above.

## **E. PLANT, MATERIALS AND WORKMANSHIP**

### **7.50 Materials to be supplied by the Employer**

- 7.50.1 Regarding 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' Store [store of Haldia Dock Complex, situated at Haldia], watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his Representative, return of surplus and empty container to the Trustees' Stores, as per the direction of the Engineer or his Representative.
- b) Being the custodian of the Trustees' materials, the Contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees', in the manner decided by the Engineer, and shall, at no stage, remove or cause to be removed any such material from the site, without his permission.
- c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer, the Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.
- d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the Contractor shall be recovered from the Contractor's bills and/or any of his other dues, progressively, according to the consumption thereof on the work and/or in the manner decided by the Engineer or his Representative and at the rate(s) stipulated in the contract. These rates shall only be considered by the Contractor in the preparation of his bid/offer and these will form the basis of escalation/variation, if in future the Contractor is required to procure and provide any such material on the written order of the Engineer, consequent on the Trustees' failure to effect timely supply thereof.
- e) If the Engineer decides that due to the Contractor's negligence, any of the Trustees' materials, issued to the Contractor, has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii)

wasted by the Contractor in excess of normal wastage, then the value thereof shall be recovered from the Contractor's bills, or from any of his other dues, after adding 19.25 % extra over the higher one of the followings:

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

#### 7.51 Contractor's arrangement for execution of the work

- 7.51.1 The Contractor will have to arrange and provide all types of materials, etc. [in line with the Technical Specification] throughout the execution of the contract.
- 7.51.2 KoPT will not take any responsibility regarding **non-availability** of any such materials for which Contractor is responsible as per contract. The Contractor shall have to assess the requirement of such materials and keep sufficient stock.
- 7.51.3 The Contractor shall have to provide all equipment, including tools, tackles, lifting machineries, air compressor, scaffolding arrangement, different vehicular transport, etc., necessary to execute the work.
- 7.51.4 All tools & machineries to be used by the Contractor should be suitable for the particular requirement (i.e. capacity should be adequate) and the same should be checked for fitness before use. They should maintain the said equipment properly to ensure their efficient working.
- 7.51.5 The Contractor shall, at their own costs and expenses, have to provide all labour, plant, haulage, transportation of plant and equipment to be used for executing the contract, all materials, stores, etc. (except the equipments & materials to be provided by KoPT, as per contract) required for efficiently carrying out the work to the satisfaction of the Employer.
- 7.51.6 The Contractor should use calibrated measuring & testing instruments and should also ensure revalidation of such calibration as and when required. In this regard, initially the Contractor shall have to submit a list of **measuring and testing instruments** (mentioning the period of validity of Calibration Certificates) to be used. The photocopies of the Calibration Certificates (including the revalidations) of the said measuring and testing instruments, shall have to be submitted to the Engineer.

#### 7.52 Inspection and testing

- 7.52.1 The Engineer or his authorised Representative shall have, at all reasonable time, access to the Contractor's premises or work site or other premises [if a part of the work is being executed there or some **maintenance repair** work (during **Defect Liability Period**) is being done there] and shall have the power, at all reasonable time, to **inspect, examine and test the materials and workmanship**, as well as the **documents, equipment, tools, measuring & testing instruments**, as applicable, in connection with the instant contract (including **Defect Liability Period**).

- 7.52.2 The Engineer or his authorised Representative, on giving 7 (seven) days' notice, in writing, to the Contractor, setting out any ground of objections, in respect of the work, shall be at liberty to reject all or any material and/or workmanship in the subject of any of the said grounds of objection, which are not in accordance with the contract.
- 7.52.3 Quality of materials, to be provided by the Contractor under this contract, should be as per the satisfaction of the Engineer. Whenever asked, the Contractor shall have to provide free sample for testing.
- 7.52.4 If found necessary, KoPT reserves the rights to get the materials inspected from a **Government or Government recognized Laboratory/Test House**.
- 7.52.5 In case of sub-letting to other Contractors or manufacturers or suppliers by the Contractor, the Engineer will reserve the right as follows:
- i) that inspection and / or testing will be carried at the Sub-contractor's works; or
  - ii) that inspection will be carried out at site; or
  - iii) that inspection will be waived, subject to the Contractor furnishing a certificate of compliance with specification by a competent authority recognised by national/international institutes.
- 7.52.6 The Employer may appoint a **Third Party Inspection Agency**, as detailed at SCC, at the cost of the Employer, for stage-wise technical inspection and certification of **materials & workmanship**, including **painting, erection, commissioning**, etc. [in connection with the contract job, in part or as a whole ]. In that case The relevant Certificates shall be produced by the **Third Party Inspection Agency** to the Engineer or his authorised Representative.
- 7.52.7 The stage-wise technical inspection will be carried out by the representative of the Engineer [or **Third Party Inspection Agency**] based on the approved **Quality Assurance Plan (QAP) & Field Quality Assurance Plan (FQAP)** [considering the Technical Specification of the bidding documents].
- 7.52.8 The Contractor shall have to submit a **Quality Assurance Plan (QAP)** and a **Field Quality Assurance Plan (FQAP)**, based on the Technical Specification and other terms & conditions stipulated in the bidding documents. The **QAP & FQAP** shall be approved by the "**Engineer**".
- 7.52.9 In all cases where tests are required, within the purview of QAP & FQAP, whether at the premises of the Contractor or any Sub-contractor or elsewhere, the Contractor, except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded, to carry out sufficiently such tests and shall, at all times, facilitate the Engineer or his Representative [and / or the Third Party Inspection Agency] , to accomplish such testing.
- 7.52.10 The cost of all tests and / or analyses, within the purview of QAP & FQAP, effected at the Contractor's or Sub-contractor's works and on the site, shall

be borne by the Contractor. The Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.

7.52.11 If, during inspection by the **Third Party Inspection Agency [if appointed by KoPT]**, any material or test [within the purview of QAP & FQAP] fails to fulfil the contract conditions for **more than 2 (two) times**, **any additional amount charged by the Third Party Inspection Agency towards inspection of the same from the 3<sup>rd</sup> time onwards shall have to be borne by the Contractor**. If the Contractor fails to make such payment to the **Third Party Inspection Agency**, the same shall be deducted from the bill(s) of the Contractor and paid to the **Third Party Inspection Agency**

7.52.12 **Tests on completion:**

On **completion of installation**, the contractor with give a **7 (seven) days'** notice to the Engineer, in writing (informing the date on which they will be ready to make the tests), before carrying out such tests, in accordance with and in the manner prescribed in the specifications. The procedure specified in SCC shall be followed in this respect.

7.52.13 Notwithstanding the fact that the materials or installations have passed the inspection, the Contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc., as per the contract.

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

7.53.1 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time

- a) 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,
- b) for the substitution of proper and suitable materials, or
- c) 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 (seven) days.

#### 7.54 **Removal of materials on completion**

- 7.54.1 The Contractor shall, on completion of the contract or when directed by the Employer, shall have to remove all plant, equipment, tools, materials, temporary constructions, etc. and rubbish garbage, waste, which may have accumulated during the execution of the contract, other than those permanently used into the work, at Employer's site.

**7.55 Workmanship and secrecy**

- 7.55.1 The Contractor shall carry out the services in conformity with generally accepted norms and sound standards of Engineering. The Contractor shall be responsible for the technical soundness of the services rendered. In the event of any deficiency in those services, the Contractor shall promptly re-do the same, at no additional cost to the Employer.
- 7.55.2 The Contractor shall use all the documents, drawings and other data & information, of proprietary nature, received from the Employer, solely for the purpose of performing and carrying out the obligations on his part under the Agreement in the performance of the works for the project and maintain utmost secrecy, in this regard. The documents, drawings and other data & information, received from the Employer, shall not be used by the Contractor for any other purpose.

**F. COMMENCEMENT, EXECUTION & COMPLETION OF WORK, HANDING OVER AND TAKING OVER**

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

- 7.56.1 The Contractor shall commence the work within 7 (seven) days of the receipt of Engineer's letter informing acceptance of the Contractor's bid / 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 Representative, time being deemed the essence of the contract on the part of the Contractor.

**7.57 Contractor's site office**

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

**7.58 Contractor to observe Trustees' working hours**

- 7.58.1 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the Contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the Contractor, then the Engineer or his Representative shall order and the Contractor, at his own

expense, shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the Contractor from any of his obligations. The Engineer's decision, in this regard, shall be final, binding and conclusive.

**7.59 Contractor to supply all materials as per requirement of the Engineer or his Representative**

7.59.1 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.

**7.60 Materials and works**

7.60.1 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.

**7.61 Contractor to submit samples for approval**

7.61.1 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.

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

7.62.1 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.

7.62.2 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.

**7.63 Contractor to suspend work on order from Engineer or his Representative**

7.63.1 On a written order of the Engineer or his Representative, the Contractor shall delay or suspend the progress of the work, till such time the written order to resume the execution is received by him. During such suspension, the Contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses, in giving effect to such order, shall be considered by the Trustees, unless such suspension is:

- a) 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,

- b) otherwise provided for in the contract, or
  - c) necessary by reason of some default on the part of the Contractor, or
  - d) necessary by reason of climatic conditions on the site, or
  - e) necessary for proper execution of the works or for the safety of the works or any part thereof.
- 7.63.2 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.
- 7.63.3 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.

#### 7.64 **Completion Certificate**

- 7.64.1 When the whole of the work [as detailed in **GCC Clause No. 7.65 (Completion period)**] has been completed to the satisfaction of the Engineer, the Contractor shall, within 21 (twenty one) days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work as per the form furnished in **Section – XI**.

#### 7.65 **Completion period**

- 7.65.1 All the jobs, as per contract, are to be completed within the period stipulated in the SCC.

#### 7.66 **Taking over of the Contract job by KoPT**

- 7.66.1 The **Contract job** will be taken over by HDC, KoPT after completion of the works in accordance with the contract, having passed all the tests under “Tests on completion”.
- 7.66.2 However, the actual date of completion of the contract will be considered as per **GCC Clause No. 7.65 [Completion period]**.

#### 7.67 **Defect Liability Period (DLP)**

- 7.67.1 “**Defect Liability Period**” shall mean the **Warranty Period**, as specified in SCC.
- 7.67.2 During “**Defect Liability Period**” [as specified in SCC], the Contractor shall nominate 1 (one) competent, experienced and responsible technical person, to co-ordinate and execute all works to be attended by the Contractor, as per contractual obligations, without any extra cost to HDC,



KoPT.

7.67.3 The Contractor shall be responsible for making good (including replacement of defective items, if required), with all possible speed, at their expense, any defect in or damage to any portion of the work, which may appear or occur after the Contract job has been taken over [as per GCC Clause No. 7.66 (Taking over of the Contract job by KoPT)] and before expiry of Defect Liability Period [as specified in SCC] and which arises either:

- a) from any defective materials, workmanship or design, or
- b) from any act or omission of the Contractor done or omitted during the said period.

#### 7.68 Defects after taking over

7.68.1 If any such defects shall appear or damage occur (as detailed in **7.67.3**), the Engineer shall forthwith inform the Contractor thereof, stating in writing the nature of defect or damage.

The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of Engineer. After the taking over, if the Contract job cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the **Defect Liability Period** for the defected part shall be extended up to the resolving of the issue not exceeding 15 days over and above the warranty period.

7.68.2 If any such defect or damage be not remedied by the Contractor within a reasonable time, HDC, KoPT may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which HDC, KoPT may have against the Contractor in respect of such defects.

7.68.3 All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred in this clause shall be subject to the conditions of this contract, which shall be binding on the contractor in all respects during the **Defect Liability Period** and its extension, if any.

#### 7.69 Extension of completion period and liquidated damage

##### 7.69.1 Extension of completion period:

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 **Force Majeure** condition (as per **GCC Clause No. 7.86**) or other special circumstances, of any kind, beyond the control of the Contractor or any other reason not attributable to the Contractor [including hindrance at site of work, causes indicated as "**Excepted Risks**", etc.] cause delay in completing the work, the Contractor shall apply to the Engineer, in writing, for suitable extension of completion period, within **7 (seven) days** from the date of occurrence of the reason and the Engineer shall thereupon consider

the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow, in writing, the extension period as he would deem proper for completion of the work, with or without the imposition of “**Liquidated Damage**” (GCC Clause No. 7.69.2 hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion period is granted by the Engineer, “**Liquidated Damage**” (GCC Clause No. 7.69.2 hereof) 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.

7.69.2 **Liquidated Damage:**

If the Contractor fails to complete the work within the stipulated dates [as per **GCC Clause No. 7.65 (Completion period)**] 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, as per the following:

In case of handing over the Contract Job after the scheduled completion period, **Liquidated Damage @ ½% of the Contract Price [excluding GST]**, for every week or part thereof, beyond the scheduled date of completion, will be deducted from the Contractor’s bill. Provided always the amount of such compensation shall not exceed **10 %** of the cost the Contract Price [excluding GST].

- 7.69.3 Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage, as per **GCC Clause No. 7.69.2** from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor’s failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency, at the risk and expense of the Contractor, after a minimum **3 (three) days** notice, in writing, has been given to the Contractor by the Engineer or his Representative.

## **G. CONTRACT PRICE , PAYMENT AND DEDUCTIONS**

### **7.70 Contract Price**

- 7.70.1 Price charged by the Contractor for the related services performed under the contract shall not vary from the rates accepted by the Employer, based on the bid/offer of the successful bidder and stated in the “Letter Of Acceptance”, with the exception of any price adjustment, if provided for in the contract.
- 7.70.2 Changes in statutory taxes & duties will be adjusted time to time.
- 7.70.3 No claim whatsoever of the Contractor for their man & material resources remaining idle for any reason or for any other expenses incurred by them due to the flow of work not being continuous or for stoppage of work, will be entertained by the Employer.

## 7.71 Terms of payment

### 7.71.1 **Payment of Goods & Services Tax (GST):**

Amount of GST will be borne by HDC, KoPT on production of suitable document(s) by the Contractor.

### 7.71.2 **Time of payment:**

The Contractor shall have to submit **bills in triplicate** to the Engineer, in accordance with the stage-wise payments specified in **SCC**. In normal circumstances, payment of the bills, accompanied by **Inspection Certificates** & other relevant documents, duly recommended by the Engineer, will be passed within 30 (thirty) days from the date of receipt of such bills, if found in order.

### 7.71.3 **Income Tax deduction:**

**Income Tax**, if any, as per the relevant provision of the Income Tax Act, shall be **deducted at source** from amount payable to the Contractor.

### 7.71.4 **No interest on account of delayed payments:**

Any claim for interest will not be entertained by KoPT with respect to any delay on the part of KoPT for making payment, or for any dispute. The decision of the Engineer is final in such matters.

## 7.72 Extra expenses incurred by the Employer

7.72.1 Any extra expenses incurred in connection to the work by the Employer in the performance of the work owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or they may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from them in such manner as the Employer may determine,

## 7.73 Recovery of deducted amount

7.73.1 Without prejudice to any of their legal rights, the Trustees shall have the power to recover the amount of **DEDUCTION**, from any money due or likely to become due to the Contractor. Such payment or deduction shall not relieve the Contractor from their obligation to complete the work or from any of their other obligations / liabilities under the contract.

## 7.74 Variation and its valuation

7.74.1 The Engineer shall have the power to order the Contractor, in writing, to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

a) Increase or decrease the quantity of any work included in the contract.

- b) Omit any work included in the contract.
  - c) Change the character or quality or kind of any work included in the contract.
  - d) Change the levels, lines, position and dimensions of any part of the work, and
  - e) Execute extra and additional work, of any kind, necessary for completion of the works.
- 7.74.2 No such variation shall, in any way, vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations, evaluated in accordance with the Engineer's sole decision, shall be taken into account and the contract price shall be varied accordingly.
- 7.74.3 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work up to 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 "Price Schedule". Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.
- 7.74.4 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.
- 7.74.5 The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- 7.74.6 All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of "Schedule of Rates" (including surcharge in force at the time of acceptance of bid), 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.
- 7.74.7 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 **GCC Clause Nos. 7.74.5 & 7.74.6**, 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.

## **H. TERMINATION BY EMPLOYER**

## 7.75 Notice to correct

- 7.75.1 If the Contractor fails to carry out any of their obligations under the contract, the Engineer may give notice to the Contractor, requiring them to make good the failure and to remedy the same within a specified reasonable time.

## 7.76 Termination by Employer

- 7.76.1 The Employer shall be entitled to terminate the contract if:

- a) the Contractor fails to comply with **GCC Clause No. 7.20 [Performance Guarantee / Security Deposit]**  
or  
with a notice under **GCC Clause No. 7.75 [Notice to correct]**,
- b) the Contractor **abandons** the work, or **repudiates** the contract, or otherwise plainly demonstrates the intention not to continue performance of their obligations under the contract,
- c) the Contractor, without reasonable or lawful excuse under this contract,
  - i) fails to proceed with the work, **within 14 days** from the scheduled date for commencement of work, in accordance with **GCC Clause No. 7.56 [Preliminary time to commence work and maintenance of steady rate of progress]**,
  - ii) keeps the work suspended for **at least 14 days**, despite receiving Engineer's written notice to proceed with the work,  
or
  - iii) fails to comply with a notice issued regarding rejection of material(s)/work and/or remedial work, **within 28 days** after receiving it,
- d) the Contractor **assigns/sub-contracts the whole of the work**  
Or  
**sub-contracts any portion of the work**, without the required consent, in line with **GCC Clause No. 7.22.**
- e) the Contractor becomes **bankrupt** or **insolvent**, goes into liquidation, have a receiving or administrative order made against them, compounds with their creditors, or carries on business under a receiver, trustees or manager for the benefit of their creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events,
- f) the Contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward,
  - i) for doing or forbearing to do any action in relation to the contract, or

- ii) for showing or forbearing to show favour or disfavour to any person in relation to the contract,  
or, if any of the Contractor's personnel, Agents or Sub-contractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this **sub-paragraph (f)**. However, lawful inducement and reward to the Contractor's personnel shall not entitle termination
- g) the Contractor fails to execute the work in accordance with the contract  
or  
persistently or flagrantly neglects to carry out their obligations under the contract.
- h) the Contractor fail to make payment of wages to their personnel in relation to this contract,
- i) the Contractor fails to carry out the work satisfactorily (as stated in these bidding documents or otherwise decided by the Engineer) or may not be able to complete the work within the agreed period on account of Contractor's lapses.
- j) any accident occurs due to improper way of working by the Contractor's personnel, or
- k) any misconduct done by Contractor's personnel (including that of Agents or Sub-contractors) to KoPT's employees.

In any of these event or circumstances, the Employer may, upon giving a **minimum 14 days' notice** [communicated by the Engineer] to the Contractor, **terminate the contract** and expel the Contractor from the site, without being liable for any compensation to the Contractor. However, in case of **sub-paragraph (e) or (f)**, the Employer may, by notice [communicated by the Engineer], terminate the contract immediately.

The Employer's election to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise.

- 7.76.2 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Employer, the Contractor shall have to leave the site of work and deliver any **required goods**, all **Contractor's documents**, and other **design documents**, made by or for them, all the **Trustees' tools, plant and materials** issued to them, at the place to be ascertained by the Engineer, **within 7 days** of receipt of such letter. However, the Contractor shall use their best efforts to comply immediately with any reasonable instructions included in the notice

- i) for the assignment of any Sub-contractor,  
And
- ii) for the protection of life or property or for the safety of the equipment/work.

The Contractor shall not be released from any of their obligations or liability under the contract and the rights & authorities conferred on the Employer and Engineer, by the contract, shall not be affected.

- 7.76.3 Upon such termination of work, the Employer shall have the power to complete the work by **themselves** and/or through **any other agency** at the **Contractor's risk & expense** and the Contractor shall be debited **any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had they duly completed the whole of the work in accordance with the contract.**

The Employer or such other agency may use, for such completion, so much of the Contractor's documents, other design documents, made by or on behalf of the Contractor, Contractor's equipment, temporary work, plant & materials, as they think proper.

Upon completion of the work, or at such earlier date, as the Engineer shall give notice that the Contractor's equipment and temporary work will be released to the Contractor at or near the site, the Contractor shall remove or arrange removal of the same from such place without delay and at their risk & cost. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall be paid to the Contractor.

#### 7.77 Valuation at date of termination

- 7.77.1 As soon as practicable after a notice of termination under **GCC Clause No. 7.76 [Termination by Employer]**, has taken effect, the Engineer shall proceed in accordance with **GCC Clause No. 7.19 [Determinations]** to agree or determine the value of the work, goods & Contractor's documents, and any other sums due to the Contractor for work executed, in accordance with the contract. The value of such work (executed in accordance to the Contract) shall be determined based on measurements of actual work done and approved rate(s), as per contract or other rates, as decided by the Engineer. The Engineer's decision, in such case, shall be final, binding and conclusive.

#### 7.78 Payment after termination

- 7.78.1 After a Notice of termination, under **GCC Clause No. 7.76 [Termination by Employer]** has taken effect, the Employer may
- a) give notice to the Contractor, indicating the particulars, for which Employer is entitled to any payment under any Clause or otherwise in connection with the contract, and or any extension of the **Defect Notification Period.**

However , Notice is not required for payments due under **GCC Clause No. 7.26 [Supply of water and Electricity]**, under **GCC Clause No. 7.27 [Use of ground and land/covered space for Contractor's establishment]**, or for other services requested by the Contractor,

- b) withhold further payments to the Contractor until the cost of execution, completion and remedying of any defects, damage, and all other costs incurred by the Employer, have been established, and / or
- c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the work, after allowing for any sum due to the Contractor under **GCC Clause No. 7.77 [Valuation at date of termination]**. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

#### **7.79 Employer's entitlement to termination for convenience**

7.79.1 The Employer, by notice [communicated by the Engineer] sent to the Contractor, may terminate the Contract, in whole or in part, at any time **for Employer's convenience**. Such termination shall take effect **28 days** after the date on which the Contractor receives this notice or the Employer returns the Performance Guarantee. The notice of such termination shall specify that termination is for **Employer's convenience**, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination become effective.

The Employer shall not terminate the contract under this Sub-clause in order to execute the work exclusively by themselves or to arrange for work to be executed exclusively by another Contractor or to avoid a termination of the contract by the Contractor under **GCC Clause No. 7.82 [Termination by Contractor]**.

After such termination, the Contractor shall proceed in accordance with **GCC Clause No. 7.83 [Cessation of work and removal of Contractor's equipment]** and shall be paid in accordance with **GCC Clause No. 7.90 [Optional termination, payment and release]**.

#### **7.80 Corrupt or fraudulent practices**

7.80.1 If the Employer determines that the Contractor has engaged in **corrupt, fraudulent, collusive, coercive, or obstructive** practices, in competing for or in executing the Contract, then the Employer may, after giving **14 days notice** to the Contractor, terminate the Contractor's employment under the Contract and expel them from the Site, and the provisions of **GCC Clause Nos. 7.75 to 7.78** shall apply as if such expulsion had been made under **GCC Clause No. 7.76 [Termination by Employer]**.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the work, then that employee shall be removed in accordance with **GCC Clause No. 9.21 [Contractor's personnel and Contractor's representative]**.

For the purposes of this clause:

- i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;



- ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## **I. SUSPENSION AND TERMINATION BY CONTRACTOR**

### **7.81 Contractor’s entitlement to suspend work**

- 7.81.1 The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer **within 28 days** after the expiry of the time stated in **GCC Clause No. 7.71 [Terms of payment]** within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days’ prior notice to the Employer, with a copy to the Engineer, suspended work or reduce the rate of work.
- 7.81.2 If the Contractor subsequently receives the due payment (as described in the relevant Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
- 7.81.3 If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Clause and thereby suffers delay, the Engineer shall, after due consultation with the Contractor, determine any extension of time or minimum criteria for satisfactory performance, to which the Contractor is entitled and shall notify the Contractor accordingly.

### **7.82 Termination by Contractor**

- 7.82.1 The Contractor will be entitled to terminate the Contract if:
  - a) the Contractor does not receive the reasonable evidence within **42 days after** giving notice under **GCC Clause No. 7.81 [Contractor’s entitlement to suspend work]** in respect of a

failure of the Employer to pay the Contractor the amount due,

- b) the Employer obstruct or refuse any required approval to the issue of any such certificate, which is essentially required for further progress of the work without notifying any reason for such obstruction or refusal for a unreasonably long period of time, or
- c) the Employer become bankrupt or insolvent, go into liquidation, or enter into composition with the creditors,

Or

- d) the Employer give notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for them to continue to meet their contractual obligations.

In any of these events or circumstances, the Contractor may, upon giving **28 days' notice** to the Employer (with a copy to the Engineer), terminate the Contract.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

### **7.83 Cessation of work and removal of Contractor's equipment**

7.83.1 After a notice of termination under **GCC Clause No. 7.79 [Employer's entitlement to termination for convenience]**, **GCC Clause No. 7.82 [Termination by Contractor]** or **GCC Clause No. 7.90 [Optional termination, payment and release]** has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the work already executed and any work required to leave the site in a clean and safe condition.
- b) hand over all construction documents, Plant and Materials for which the Contractor has received payment.
- c) hand over those other parts of the Works executed by the Contractor up to the date of termination
- d) remove all Contractor's equipment, which is on the site and repatriate all their staff and labour from the site.

And

- e) remove all other goods from the site, except as necessary for safety, and leave the site.

Any such termination shall be without prejudice to any other right of the Contractor under the contract.

### **7.84 Payment on termination**

- 7.84.1 After a notice of termination under **GCC Clause No. 7.82 [Termination by Contractor]** has taken effect, the Employer shall promptly:
- a) return the Performance Guarantee / Security Deposit to the Contractor
  - b) pay the Contractor in accordance with **GCC Clause No. 7.90 [Optional termination, payment and release]** ,
- And
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

## **J. INSURANCE**

### **7.85 General requirements for insurances**

- 7.85.1 The contractor during the contract period shall provide for insurance of 110% of the contract value including manning upto the commissioning and taking over of the installation.

## **K. FORCE MAJEURE**

### **7.86 Definition of Force Majeure**

- 7.86.1 In this clause “**Force Majeure** “ means an exceptional event or circumstance
- a) which is beyond the control of the Employer and the Contractor,
  - b) which such party (Employer / Contractor) could not reasonably have provided against before entering into the contract,
  - c) which, having arisen, such party could not reasonably have avoided or overcome,
- And
- d) which is not attributable to other party.

**Force Majeure** may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied:

- i) **war, hostilities** (whether war be declared or not) , **invasion, act of foreign enemies;**
- ii) **rebellion, terrorism, sabotage by persons other than the Contractor’s personnel, revolution, insurrection , military or usurped power, or Civil War;**
- iii) **riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel;**
- iv) **munitions of war, explosive materials, ionisation radiation or contamination by radio-activity,** except as may be attributable to the Contractor’s use of such munitions, explosives, radiations or

radio-activity;

- v) **natural catastrophes** such as **earthquake, tsunami** (caused by earthquake at the ocean bed), **fire, floods, hurricane, cyclone, typhoon or volcanic activity,**

And

- vi) **pressure waves** caused by air craft or other aerial devices travelling at sonic or supersonic speed at the site of the work.

#### **7.87 Notice of Force Majeure**

- 7.87.1 If a party is or will be prevented from performing its obligations under the Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given **within 48 (forty eight) hours** of the alleged beginning of the relevant event or circumstance constituting Force Majeure, giving full particulars and satisfactory evidence.

The party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either party to make payments to the other party under the contract.

#### **7.88 Duty to minimise delay**

- 7.88.1 Each party shall at all times use all reasonable endeavours to minimise any delay in the performance of the contract as a result of Force Majeure.

A Party shall give notice to the other party when it ceases to be affected by the Force Majeure, **within 48 (forty eight) hours** of such ending.

#### **7.89 Consequences of Force Majeure**

- 7.89.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under **GCC Clause No. 7.87 [Notice of Force Majeure]**, and suffers delay and/or non-performance as per the contractual obligations, by reason of such Force Majeure, the Contractor shall be entitled, subject to **GCC Clause No. 7.91 [Engineer's decision]**, to:

- a) an extension of time for any such delay, if completion is or will be delayed, under **GCC Clause No. 7.69 [Extension of completion period and liquidated damage]**,

And

- b) non-imposition of penalty due to non-performance as per the contractual obligations.

After receiving this notice, the Engineer shall proceed in accordance with **GCC Clause No. 7.19 [Determinations]** to agree or determine these matters.

#### **7.90 Optional termination, payment and release**

- 7.90.1 If the execution of all the work in progress is prevented for a **continuous period of 84 days** by reason of **Force Majeure** of which notice has been given under **GCC Clause No. 7.87 [Notice of Force Majeure]**, or for **multiple periods which total more than 140 days** due to the same notified Force Majeure, then either party may give to the other party a notice of termination of the contract. In this event, the **termination shall take effect 7 days after the notice is given**, and the Contractor shall proceed in accordance with **GCC Clause No. 7.83 [Cessation of work and removal of Contractor's equipment]**.

Upon such termination, the Engineer shall determine the value of the work done and issue a payment certificate which shall include:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the cost of plant and materials ordered for the work which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. Such Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer and the Contractor shall place the same at the Employer's disposal;
- c) any other cost or liability, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- d) the **reasonable Cost** of removal of temporary work and Contractor's equipment from the site and the return of such items to the Contractor's premises,

And

- e) the reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the work at the date of such termination.

### **L. CLAIMS, DISPUTES AND ARBITRATION**

#### **7.91 Engineer's decision**

- 7.91.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred, in writing, to the Engineer within **30 (thirty) days**, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. No later than the **thirtieth day**

after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this clause.

Unless the contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the **thirtieth day** after the day on which he received the reference, then either the Employer or the Contractor may, on or before the **seventieth day** after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of thirty days expires, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to **GCC Clause No. 7.94 (Failure to comply with Engineer's decision)**, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the **seventieth day** after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

#### 7.92 Amicable settlement

- 7.92.1 Where notice of intention to commence arbitration as to a dispute has been given in accordance with **GCC Clause No. 7.91 (Engineer's decision)** above, both parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, arbitration may be commenced on or **after the fifty-sixth day after the day on which a notice of intention to commence arbitration of such dispute was given**, even if no attempt at amicable settlement thereof has been made.

#### 7.93 Arbitration

- 7.93.1 Any dispute in respect of which
- a) the decision, if any, of the Engineer, has not become final and binding pursuant to **GCC Clause No. 7.91 (Engineer's decision)** and
  - b) amicable settlement has not been reached within the period stated in **GCC Clause No. 7.92 (Amicable settlement)**,

shall be finally settled by arbitration, in accordance with the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force. The **Arbitration Tribunal** shall be composed as per provision of the **Arbitration and Conciliation Act, 1996 (considering its amendment in 2015)** or any statutory modification or re-enactment thereof and rules made there under and for the time being in force.

7.93.2 In connection with the instant contract:

- a) the place of arbitration shall be **Kolkata or Haldia**, West Bengal, India,
- b) the arbitration shall be conducted in **English language**,  
and
- c) the fees, if any, of the Arbitrators, if required to be paid before the award of work in respect to disputes is made and published, shall be shared equally by each of the parties

7.93.3 The Arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion, valuation or decision of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the parties and the Engineer from being called as a witness and giving evidence before the Arbitrators on any matter, whatsoever, relevant to the dispute.

7.93.4 Neither party shall be limited in the proceedings before such Arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to **GCC Clause No. 7.91 (Engineer's decision)**. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the Arbitrators on any matter whatsoever relevant to the dispute.

7.93.5 Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

#### 7.94 **Failure to comply with Engineer's decisions**

7.94.1 Whether neither the Employer nor the Contractor has given notice of intention to commence arbitration of dispute within the period stated in **GCC Clause No. 7.91 (Engineer's decision)** and the related decision has become final and binding, either party may, if the other party fails to comply with such decisions, and without prejudice to any other rights it may have, refer the failure to arbitration, in accordance with **GCC Clause No. 7.93 (Arbitration)**. The provision of **GCC Clause No. 7.91 (Engineer's decision)** and **GCC Clause No. 7.92 (Amicable settlement)** shall not apply to any such reference.

#### 7.95 **Progress of work not to be interrupted**

- 7.95.1 The Contractor must, at all the times, fulfil their obligations under the contract and shall not slow down or stop the progress of work during the period any dispute is under settlement either through reference to the Engineer or through arbitration, pursuant to the preceding clauses. Even if the works to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the works as per direction of the Engineer, pending settlement of the dispute. Failure of the Contractor, in this respect, shall constitute default on their part and render them liable to actions under the provisions of **GCC Clause No. 7.76 [Termination by Employer]**.



## **SECTION – VIII**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following **Special Conditions of Contract (SCC)** shall supplement the **General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the

**GCC Clause No. 7.20**

#### **Clause No. 7.20.1**

#### **Performance Guarantee / Security Deposit**

- i) Performance Guarantee / Security Deposit for the materials, installations & workmanship, with respect to the instant work, as a whole:

Within **28 (twenty-eight) days** of issuance of “Letter of Acceptance (LOA)”, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **10 %** of the contract value excluding GST .

This Performance Bank Guarantee should be kept valid and enforceable till a date, covering **at least 3 (three) months** beyond the date of expiry of the Defect Liability Period of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **GCC**). In case the actual duration of the aforesaid Defect Liability Period is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period.

Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for termination of the contract and forfeiting the Earnest Money Deposit.

- ii) Performance Guarantee / Security Deposit for the 05 years Comprehensive Maintenance Contract (CMC), as a whole:

At least **28 (twenty-eight) days** before the scheduled expiry of the aforesaid Defect Liability Period of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole], or any extension thereof, the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, **10 %** of CMC value ( for 05 years , after expiry of Defect Liability Period] excluding GST.

This Performance Bank Guarantee should be kept valid and enforceable till a date, covering **at least 3 (three) months** beyond the date of expiry of the CMC Period (as specified in **GCC**).

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for forfeiting the Performance Bank Guarantee mentioned in **SCC Clause No. 7.20.1 i)**.

**Clause No. 7.20.11**

The procedure of release / refund of Performance Guarantee / Security Deposit would be as follows:

- i) Performance Guarantee / Security Deposit for the materials, installations & workmanship, with respect to the instant work , as a whole:

On submission of Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 ii)**] and on successful completion of the ‘Defect liability period’ (considering extension, if any) of the Contract job [for the materials, installations & workmanship, with respect to the instant work, as a whole] (as specified in **GCC**), the Contractor may apply for release / refund of his Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 i)**] by submitting an application to the Engineer, in this regard, whereupon the Engineer shall issue necessary recommendation for release of the said Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 i)**] or refund the balance due against the Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 i)**] to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

- ii) Performance Guarantee / Security Deposit for the 05 years Comprehensive Maintenance Contract (CMC), as a whole:

On successful completion of the CMC Period (considering extension, if any), to the satisfaction of the Engineer, the Contractor may apply for release / refund of his Performance Guarantee / Security Deposit [as stated in **SCC Clause No. 7.20.1 ii)**] by submitting to the Engineer “No Claim Certificate”, as per the form furnished in Section-XI, whereupon the Engineer shall issue “Certificate of Final Completion” [as per the form furnished in Section-XI] . The Engineer shall also issue necessary recommendation for release of the said Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 ii)**] or refund the balance due against the Performance Guarantee/Security Deposit [as stated in **SCC Clause No. 7.20.1 ii)**] to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor.

**Clause No. 7.26**    **Clause No. 7.26.1**

**Supply of water and Electricity**    **Supply of water:**

Billing against supply of water will be done on the basis of actual consumption recorded through water meter at the rate **INR 38.65 (including overhead charges @ 19.25%) per KL of Fresh Water** [As directed by **TAMP (Tariff**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**Authority for Major Ports)], with escalation @ 5% per annum.**

The **water consumption charges** [based on the prevalent rates of KoPT, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of the Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

**Clause No. 7.26.2**

**Supply of Electricity:**

**Electricity charges** will be determined on the basis of **Chargeable Unit (kWh)** [actual **Unit (kWh) consumed** (recorded through Energy Meter) **plus 3%** on actual Unit consumed] and applicable rate of **West Bengal State Electricity Distribution Company Limited (WBSEDCL)**. Billing will be done on the basis of **Electricity charges** and overhead charges @ 19.25% [on the aforesaid **Electricity charges**] as per the notifications of **Tariff Authority of Major Ports (TAMP)**.

The **Electricity consumption charges** [based on the prevalent rates of **WBSEDCL**, as may be amended from time to time] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of Finance Division, Haldia Dock Complex. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

***Clause No. 7.52***     **Clause No. 7.52.1**

**Inspection and testing**

The Employer shall appoint a **Third Party Inspection Agency**, at the cost of the Employer, for stage-wise technical inspection and certification of **materials & workmanship**, including **painting, erection, commissioning**, etc. [in connection with commissioning of DG Set & HT Installations]. The relevant Certificates shall be produced by the **Third Party Inspection Agency** to the Engineer or his authorised Representative.

The stage-wise technical inspection will be carried out by the **Third Party Inspection Agency** based on the approved **Quality Assurance Plan (QAP) & Field Quality Assurance Plan (FQAP)** [considering the Technical Specification of the bidding documents].

The Contractor shall have to submit a **Quality Assurance Plan (QAP)** and a **Field Quality Assurance Plan (FQAP)**, based on the Technical Specification and other terms & conditions stipulated in the bidding documents. The **QAP & FQAP** shall be approved by the “**Engineer**”, after the same are duly recommended by the **Third Party Inspection Agency**. The **Technical Inspection & Certification** will be carried out by the **Third Party Inspection Agency**, in accordance with approved **QAP & FQAP**.

In all cases where tests are required, within the purview of QAP & FQAP,

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

whether at the premises of the Contractor or any Sub-contractor or elsewhere, the Contractor, except where otherwise specified, shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments, as may reasonably be demanded, to carry out sufficiently such tests and shall, at all times, facilitate the Engineer or his Representative and the Third Party Inspection Agency, to accomplish such testing.

The cost of all tests and/or analyses, within the purview of QAP & FQAP, effected at the Contractor's or Sub-contractor's works and on the site, shall be borne by the Contractor. The Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.

If, during inspection by the **Third Party Inspection Agency [appointed by KoPT]**, any material or test [within the purview of QAP & FQAP] fails to fulfil the contract conditions for **more than 2 (two) times**, **any additional amount charged by the Third Party Inspection Agency towards inspection of the same from the 3<sup>rd</sup> time onwards shall have to be borne by the Contractor**. If the Contractor fails to make such payment to the **Third Party Inspection Agency**, the same shall be deducted from the bill(s) of the Contractor and paid to the **Third Party Inspection Agency**.

**Clause No. 7.52.12**

**Tests on completion:**

On **completion of installation**, the contractor shall give a **7 (seven) days'** notice to the Engineer [with a copy to the **Third Party Inspection Agency, appointed by KoPT**], in writing (informing the date on which they will be ready to make the tests), before carrying out such tests, in accordance with and in the manner prescribed in the specifications.

If any portion of work fails under the tests to fulfil the contract conditions, tests of the faulty portion shall, if required by the **Third Party Inspection Agency (appointed by KoPT)** or the Engineer or by the Contractor, be repeated within reasonable time, upon the same terms and conditions.

If such **"Tests on completion"** cannot be carried out successfully by the Contractor within 1 (one) month after the time fixed by the Contractor and if, in opinion of the Engineer, the tests are being unduly delayed, the Engineer may, in writing, call upon the Contractor, with 7 (seven) days' notice, to make such tests, failing which the Engineer may proceed to make such tests himself, at the Contractor's risk and expense. In the above eventuality, the Employer shall, nevertheless, have the right of using the installations at the Contractor's risk until the **"Tests on completion"** are successfully carried out.

**Clause No. 7.65**      **Clause No. 7.65.1**

**Completion**

All the jobs, as per contract, are to be completed within **05 (five) months**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

<b>Period</b>	<b>from the date of issue of Letter of Acceptance (LOA) [ i.e. award of contract].</b>
	<b><u>Maintenance Period :</u></b> Maintenance Period shall start from the date of taking over the Contract job [as per GCC (Taking over of the Contract job by KoPT)] and will continue till expiry of <b>Comprehensive Maintenance Period of 05 years</b> , calculated from the date of expiry of the “Defect Liability Period”.
<b>Clause No. 7.67</b>	<b><u>Clause No. 7.67.1</u></b>
<b>Defect Liability Period (DLP)</b>	<b><u>“Defect Liability Period” of the Contract job:</u></b> “Defect Liability Period” of the Contract job [for the materials, installations & workmanship, with respect to the commissioning of the DG set shall mean the Guarantee Period, which starts from the date of taking over the D G Set [as per <b>GCC</b> (Taking over of the Contract job by KoPT)] and will continue till expiry of 24 (twenty-four) months, calculated from the date of taking over the Contract job.
<b>Clause No. 7.68</b>	<b><u>Clause No. 7.68.1</u></b>
<b>Defects after taking over</b>	After the taking over of the Contract job, if the same cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the <b>Defect Liability Period</b> shall be extended accordingly. If only a <b>portion</b> of the <b>Contract job</b> is affected, the <b>Defect Liability Period</b> shall be extended [in case the defects is not rectified or defective materials is not replaced within 24 (twenty four) hours of its occurrence] only for that portion, provided the other portions of the <b>Contract job</b> remains in order, fulfilling contract conditions. In neither case shall the <b>Defect Liability Period</b> be extended beyond <b>36 (thirty-six) months</b> [from the date of taking over the <b>Contract job</b> ] for the materials, installations & workmanship, with respect to the instant job, as a whole.
<b>Clause No 7.71</b>	<b><u>Clause No. 7.71.2</u></b>
<b>Terms of payment</b>	Payment to the Successful Bidder will be made stage-wise as indicated below :- <ul style="list-style-type: none"> <li>a) <b>Against Supply &amp; Delivery :</b> <ul style="list-style-type: none"> <li>i) Payment for 70% amount of each item will be made against supply of respective item at site and submission of bills along with Custodian Certificate and other relevant documents like Inspection Reports, Challans, etc.</li> <li>ii) Payment for 20% amount of each item will be made against installation of the respective item and submission of bills along with Installation Certificate.</li> <li>iii) Payment for 10 % amount will be made against Testing, successful commissioning, taking over the commissioned job by KoPT and submission of bills, along with Job Completion</li> </ul> </li> </ul>

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Certificate.

b) **Against Installation and Commissioning :**

- i) Payment for 90% amount of each item will be made against installation of the respective item and submission of bills along with Installation Certificate.
- ii) Payment for 10 % amount will be made against Testing, successful commissioning, taking over the commissioned job by KoPT and submission of bills, along with Job Completion Certificate.

c) **Against Maintenance:**

Payment shall be made on quarterly basis during Comprehensive Maintenance Contract (CMC) Period of 05 years.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**SECTION – IX**  
**BIDDING FORMS**

**BIDDING FORM – I**

**MINIMUM ELIGIBILITY CRITERIA**

[To be filled up and uploaded, duly signed & stamped]

**(I) ANNUAL TURNOVER STATEMENT**

The annual turnover of .....( name of the bidding firm), **for the years 2016-17, 2017-18 and 2018-19** , based on the **Balance Sheets and Profit & Loss Accounts**, are given below:

<b>Financial years</b>	<b>Turnover (as per Auditor's Report / Balance Sheet) [in Rs. ]</b>
<b>2016-2017</b>	
<b>2017-2018</b>	
<b>2018-2019</b>	
<b><i>Total</i></b>	
<b><i>Average Annual Turnover</i></b>	

SIGNATURE OF CHARTERED ACCOUNTANT        ::

NAME OF CHARTERED ACCOUNTANT                ::

(COMPANY SEAL)

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**NOTE :** Copy of Balance Sheets and Profit & Loss Accounts enclosed with sealed & signed.

**(II) TECHNICAL EXPERIENCE**

<b>Sl. No.</b>	<b>Contract No. / Order No. and date</b>	<b>Name of the Employer and Place of work</b>	<b>Contract value [in Rs. ]</b>	<b>Date of completion of work</b>	<b>Page number(s) of reference / supporting document (s), uploaded.</b>

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.



**LIST OF DOCUMENTS**

[To be filled up and uploaded, duly signed &amp; stamped]

	Requirement	Submitted/Not submitted [Put ✓ if submitted & X if not submitted]	Validity/ For the month of
a)			
i)	<b>GST Registration Certificate.</b>	<input type="text"/> If submitted, <b>Page Number(s):</b>	Not applicable.
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, <b>Page Number(s):</b>	Not applicable.
b)			
i)	<b>Profession Tax Clearance Certificate (PTCC)</b>  <b><u>OR</u></b> <b>Profession Tax Payment Challan (PTPC)</b>	<input type="text"/> If submitted, <b>Page Number(s):</b>	
		<input type="text"/> If submitted, <b>Page Number(s):</b>	
ii)	Document in support of non-applicability.	<input type="text"/> If submitted, <b>Page Number(s):</b>	Not applicable.
c)			
i)	Certificate for allotment of <b>EPF Code No.</b>	<input type="text"/> If submitted, <b>Code No.:</b> <b>Page Number(s):</b>	Not applicable.
ii)	<b>Latest EPF Payment Challan.</b>	<input type="text"/> If submitted, <b>Page Number(s):</b>	

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

	Requirement	Submitted/Not submitted [Put √ if submitted & X if not submitted]	Validity/ For the month of
iii)	Document in support of non-applicability.	<input type="checkbox"/> If submitted, <b>Page Number(s):</b>	Not applicable.

d)			
i)	<b>Registration Certificate of ESI Authority.</b>	<input type="checkbox"/> If submitted, <b>Code No.:</b> <b>Page Number(s):</b>	Not applicable.
ii)	Affidavit, Declaration and Indemnity Certificate.	<input type="checkbox"/> If submitted, <b>Page Number(s):</b>	Not applicable.
e)	<b>PAN Card</b>	<input type="checkbox"/> If submitted, <b>PAN No.:</b> <b>Page Number(s):</b>	Not applicable.
f)	<b>MSME / MSE / DIC / SSI / NSIC certificate</b>	<input type="checkbox"/> If submitted, <b>Page Number(s):</b>	
g)	<b>Power of Attorney</b>	<input type="checkbox"/> If submitted, <b>Page Number(s):</b>	Not applicable.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**BIDDING FORM-III**

**GENERAL INFORMATION OF THE BIDDER**

[To be filled up and uploaded, duly signed & stamped]

1.	Bidder's Legal Name (IN CAPITAL LETTERS)		
2.	a )	Country of registration.	
	b )	Year of registration.	
	c )	Legal address in country of registration.	
	d )	URL of the bidder.	
3.	Information regarding bidder's authorised representative(s) / contact person(s)		
	a )	Name(s)	
	b )	Address(es)	
	c )	Telephone number(s)	
	d )	Facsimile number(s)	
	e )	Electronic mail address	

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

4.	a )	Address of the branch office, if any	
	b )	Name of the contact person at branch office	
	c )	Telephone number(s)	
	d )	Facsimile number(s)	
	e )	Electronic mail address	
5.	Whether the bidder is a <b>Proprietorship Firm</b> or <b>Partnership Firm</b> or <b>Limited Company</b> .		
6.	<b>Details of the Banker(s) :</b>		
	a )	Name of the Banker(s) in full.	
	b )	Address(es) of the Banker(s)	
	c )	Telephone number(s)	
	d )	Facsimile number(s)	
	e )	Electronic mail address	
	f )	Name(s) of the contact person(s)	
7.	<b>Bank details for ECS payment :</b>		
	a )	Bank Account number.	
	b )	Name of the bank.	
	c )	Name of the branch.	
	d )	Address of the branch.	

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

	e )	RTGS code of the branch.	
	f )	MICR code of the branch.	
8.	<b>Income Tax and Goods &amp; Services Tax (GST)</b> details (if applicable):		
	a)	<b>Permanent Account Number (PAN)</b>	
	b)	<b>GST Registration Number (GSTIN)</b>	
9.	<b>Employees' Provident Fund (EPF) Code No.</b>		
10.	<b>Employees' State Insurance (ESI) Code No.</b>		
11.	Mainlines of business		

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **BIDDING FORM-IV**

### **FORMAT FOR DECLARATION**

***[ To be printed on the bidder's Letter Head and uploaded after signing]***

**To,  
General Manager (Engg.)  
Haldia Dock Complex ;  
Kolkata Port Trust.**

**Name of Work:** Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Tender No. : SDM(P&E)T/ 63 /2019-2020

E-Tender ID.: **2020\_KoPT\_552891\_1**

I ....., the authorized signatory of the  
..... (Name of the Company /Firm) do hereby declare  
/ confirm that :

\* I / We have not been **debarred, banned or delisted** by any Government or Quasi-Government Agencies or Public Sector Undertakings in India.

I / we have not made any **addition / modification / alteration** in the **Bidding Documents** (including Bidding Forms & Contract Forms) hosted in the websites.

The prices have been quoted in the Price Bid, electronically, through the website <https://eprocure.gov.in/eprocure/app> only and no direct or indirect mention of the prices has been made by me / us anywhere else in my / our bid.

No extraneous conditions (like "Not Applicable", conditional rebate, etc.), regarding the Price Bid, have been mentioned anywhere in our bid.

**Signature of authorised person of the  
bidder  
(with office seal)**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **BIDDING FORM-V**

### **FORM OF TENDER**

*[ To be printed on the bidder's Letter Head and uploaded after signing]*

To,  
General Manager (Engg.)  
Haldia Dock Complex ;  
Kolkata Port Trust.

**Name of Work :** Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT

Tender No. : SDM(P&E)T/ 63 /2019-2020

E-Tender ID.: 2020\_KoPT\_552891\_1

I/We ..... (Name of the bidder) .....of .....(Address of the bidder) ..... having **examined the site of work, inspected the drawings** and read the **bidding documents** [including **all addenda / corrigenda**, issued i.e. .... {insert Addendum / Corrigendum / Extension No(s)}], hereby bid and undertake to execute & complete all the work related to “**Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.**”, required to be performed in accordance with the **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc., at the **rates & prices** quoted in the **Price Bid Bid** [*submitted electronically, through the website <https://eprocure.gov.in/eprocure/app>*] within .....month from the date of order to commence the work , in the event of our bid being accepted.

I/we also undertake to enter into a **Contract Agreement** in the form hereto annexed [**Section XI**] with such alterations or additions thereto, which may be necessary to give effect to the acceptance of the bid and incorporating such **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc. and I/we hereby agree that until such **contract agreement** is executed, the said **Technical Specification, General Conditions of Contract (GCC), Special Conditions of Contract (SCC)**, etc. and the bid, together with the acceptance thereof in writing, by or on behalf of the Employer, shall be the contract.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

I / We require .....days preliminary time to arrange and procure the materials, tools & tackles, etc. required by the work, from the date of acceptance of bid, before I/we could commence the work.

I / We have deposited **Rs. 14,25,200.00 (Indian Rupees: Fourteen lakh twenty five thousand two hundred)** only as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of **Kolkata Port Trust** on any Scheduled/Nationalized Bank payable at **Haldia**, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

I/We agree that the period for which the bid shall remain open for acceptance, shall not be less than ..... **days**, from the last date of submission of bid.

( Signature of authorised person of the bidder )

WITNESS:

Signature:

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

Name:

(In Block Letters)

Designation : \_\_\_\_\_

Address:

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

Occupation:

(Office Seal)

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.



**BIDDING FORM-VI****PRICE SCHEDULE**

[To be filled up and uploaded, duly signed &amp; stamped]

**Tender No. : SDM(P&E)/T/63/2019-2020**

Sl. No.	Description of the work	Unit	Qty	Applicable GST %		
				SGST	CGST	IGST
1	Supply & Installation of outdoor type 3.3 kV, 1500 r.p.m., 3 Phase, 50Hz , 1010 kVA acoustic enclosure Diesel Generator Set complete with all accessories including power pack (battery + charger) as detailed in 'Technical Specification'.					
	a) Supply	Set	1			
	b) Installation, Testing & Commissioning	Set	1			
2	Supply & Installation of Microprocessor / PLC based Auto-Mains failure (AMF) panel with distribution cubicle switchboard, including all accessories, as detailed in 'Technical Specification'. 3.3 KV, 630 A VCB, 25 KA for 3 Sec.					
	a) Supply	Set	1			
	b) Installation, Testing & Commissioning	Set	1			
3	Supply & Laying of HT 3.3KV (UE) grade 1C X 1000 mm <sup>2</sup> , XLPE insulated XLPE, Aluminium armoured type Power Cable [from DG Set to AMF panel and AMF panel to Load distribution panel (VCB)] , as detailed in 'Technical Specification'. VCB Specification : 3.3 KV, 630 A, 25 KA For 3 sec.					
	a) Supply	m	300			
	b) Laying, Testing & Commissioning	m	300			
4	Supply & Installation of HT 3.3KV (UE) grade 1C X 1000 mm <sup>2</sup> , PVC insulated XLPE, Aluminium armoured type Power Cable [from DG Set to AMF panel and AMF panel to Load distribution panel (VCB)] , as detailed in 'Technical Specification'.					
	a) Supply	Set	9			
	b) End termination, Testing & Commissioning	Set	9			
5	Supply & Installation of Control cable (XLPE, 1.1 kV grade, PVC insulated copper armoured cable)					

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

	with terminations for the said cable.					
	a)	Supply				
		16 C X 2.5 mm <sup>2</sup>	m	200		
	b)	Laying, Testing & Commissioning				
		16C X 2.5 mm <sup>2</sup>	m	200		
6	Making of suitable civil (RCC) foundation with base frame for installation of acoustic enclosure ( with 1010 kVA D.G. set ) , including construct of uniform platform of size 8 m X 3m X 1 m, as detailed in 'Technical Specification'.		LS	1		
7	Providing earthing system for the DG set, using size 600 mm X 600 mm X 3.15 mm Copper flat plate buried in ground in a depth of 2 m. from ground level with alternate layer of charcoal & salt, including supply & fixing of 40 mm dia perforated GI pipe funneling for watering purpose and construction of masonry pit with metal cover, as per IS: 3043 as detailed in 'Technical Specification'.					
	a)	Supply	Set	4		
	b)	Installation, Testing & Commissioning	Set	4		
8	Supply and Installation of Hot Dip Galvanized (100 micron) flats of size 50 mm X 6 mm for earthing connections, as per Technical specification.					
	a)	Supply	m	100		
	b)	Installation, Testing & Commissioning	m	100		
9	Exhaust System including all pipeing & civil work as per scope of work for self supporting exhaust structure					
	a)	Supply	Set	1		
	b)	Installation, Testing & Commissioning	Set	1		
10	NGR along with NIS Panel for earthing the DG Set as per relevant standard system requirement.					
	a)	Supply	Set	1		
	b)	Installation, Testing & Commissioning	Set	1		

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **SECTION – X**

### **CHECKLIST**

*Before scanning and upload the following required documents, all pages are to be signed by a person duly authorised to sign on behalf of the bidder, and are to be embossed with their official seal, owing responsibility for their correctness / authenticity. All pages of the aforesaid documents should be serially marked.*

*The offered prices would be given in the “**Price Bid**” (Part-II) electronically, through the website <https://eprocure.gov.in/eprocure/app> only.*

<b>Sl. No.</b>	<b>Particulars</b>	<b>Submitted/ Not submitted [Put ✓ if submitted and put X if not submitted]</b>	<b>If submitted, page numbers</b>
1.	<b>Filled up checklist.</b>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proof of <b>Bid Document Fee</b> .	<input type="checkbox"/>	<input type="checkbox"/>
3.	Proof of <b>Earnest Money Deposit (EMD)</b> .	<input type="checkbox"/>	<input type="checkbox"/>
4.	Certificate of getting benefit by MSME / SSI / NSIC for exemption of <b>Bid Document Fee</b> and <b>Earnest Money</b> ,	<input type="checkbox"/>	<input type="checkbox"/>
5.	<b>Bidding Forms</b>		
	i) <b>Bidding Form – I</b>	<input type="checkbox"/>	<input type="checkbox"/>
	ii) <b>Bidding Form – II</b>	<input type="checkbox"/>	<input type="checkbox"/>

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Sl. No.	Particulars	Submitted/ Not submitted [Put ✓ if submitted and put X if not submitted]	If submitted, <u>page numbers</u>
	iii) <b>Bidding Form – III</b>	<input type="checkbox"/>	<input type="checkbox"/>
	iv) <b>Bidding Form – IV</b>	<input type="checkbox"/>	<input type="checkbox"/>
	v) <b>Bidding Form – V</b>	<input type="checkbox"/>	<input type="checkbox"/>

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**SECTION – XI**  
**CONTRACT FORMS**

**FORM OF AGREEMENT**

(To be submitted on Non- Stamp Paper of worth not less than INR 50.00)

**CONTRACT NO. : GM(E)/...../ /AGMT/...../.....**

**TENDER REFERENCE:**

Tender No. : **SDM(P&E)T/63/2019-2020**

E- Tender ID. : **2020\_KoPT\_552891\_1** *for Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT*

**ORDER REFERENCE:** ..... / / /O-... dated .....

**This agreement** made this ..... day of ..... , Two thousand ..... ,  
BETWEEN

**The Board of Trustees for the Port of Kolkata**, a body corporate -- constituted by the Major Port Trust Act, 1963 (hereinafter called the ‘**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

[Together hereinafter the ‘**Parties**’]

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz. **“Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT “** and have accepted a Bid / offer by the Contractor for execution, completion and maintenance of such works, including remedying any defects therein, during the Defect Liability Period.

## **NOW THIS AGREEMENT WITNESSETH as follows :**

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in **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 :
  - a) The said bid / offer.
  - b) The Letter of Acceptance of the bid /offer [vide Order No. ....../ /...../... dated .....]
  - c) The Conditions of Contract and **Technical Specification** [all terms and conditions of Tender No. SDM(P&E)T/ 63 /2019-2020].
  - d) Addenda [Please insert Addenda Nos. ....]
  - e) “Price Comparative Statement”, showing the prices quoted (electronically, through the website <https://eprocure.gov.in/eprocure/app>) by the Successful Bidder, in the Price Bid.
  - f) 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, complete & maintain the work, including remedy any defects therein (during the Defect Liability Period”), in conformity with the provisions of the Contract, in all respects.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The parties hereunto affixed their respective Common Seals (or have hereunto set their

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

respective hands and seals).

For and on behalf of

HALDIA DOCK COMPLEX  
KOLKATA PORT TRUST  
(TRUSTEES)

**SEAL**

**In presence of**

For and on behalf of

(CONTRACTOR)

**SEAL**

**In presence of**

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **INDEMNITY BOND**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR .50.00, **duly notarised**]

Reference:

Order No.: ...../...../...../ ... dated ..... for **Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.**

**Senior Deputy Manager (P&E),  
Haldia Dock Complex ;  
Operational Administrative Building (1<sup>st</sup> Floor) ;  
Chiranjibpur, P.O.: Haldia ;  
Dist. : Purba Medinipur ,  
West Bengal, India  
PIN : -721 604**

This deed of **Indemnity Bond** made on ..... by .....  
having their office at ..... (hereinafter called “the  
**Contractor**”).

**Whereas** the General Manager (Engineering), **Haldia Dock Complex, Kolkata Port Trust**, Dist.: Purba Medinipur, West Bengal (hereinafter call “the **Engineer**”) has placed an order, bearing no. .... dated ..... and some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside of Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

**Whereas** in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the **Engineer** until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the Engineer as hereinafter appearing.

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set  
with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after  
expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.



Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify Engineer and at all the terms, to hold themselves liable for all the **damages, loss** due to **pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said Engineer on account of the material(s) issued to the Contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / overhauling / repairing / **fault diagnosis & remedial work**, thereon shall be deemed to be the **property of the Engineer**.

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the ....., from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to delivery the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the ..... complete thereon to the Engineer under the terms of the contract.

For and on behalf of (name of the Contractor), under the common seal of the company.

**WITNESS**

(Signature of the authorised person on behalf of the Contractor)

( Signature )

Name :

Name :

Designation

Designation

Signed in my presence and identified by me

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

## **BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

[To be submitted on Non-judicial Stamp Paper of worth not less than INR 50.00]

To  
The Board of Trustees,  
for the Port of Kolkata.

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the **Board of Trustees for the Port of Kolkata**, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), (hereinafter referred to as “**The Trustees**”) having awarded to Shri / Messrs ..... a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as “**The Contractor**”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a **CONTRACT** by issue of Trustees’ Work Order No. .... / ...../...../ -.... dated ..... for “**Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT**” and the same having been unequivocally accepted by the Contractor resulting in a **CONTRACT** bearing No. .... and the Contractor having agreed to provide a **BANK GUARANTEE** from a Nationalized / Scheduled Bank of India, in prescribed format for **Rs..... (Indian Rupees .....)** only, for the faithful and satisfactory performance of the entire contract .

We, ... . Branch, Kolkata ...../Haldia, do, on the advice of the Contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of **Rs..... (Indian Rupees .....)** only. We, ..... Branch, Kolkata ...../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, Kolkata ...../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 "Kolkata Port Trust", without any demur. Even if there be any dispute between the

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

Contractor and the Trustees, this would be no ground for us, ..... (Name of Bank), ..... Branch, Kolkata ...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that we, .....Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Contractor.

2. We, ..... ' Branch, Kolkata ...../Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, .....Branch, Kolkata ...../Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Contractor and no protest by the Contractor, made either directly or indirectly or through court, can be valid ground for us, ..... Branch, Kolkata ...../Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.
3. We,..... Branch, Kolkata ...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the Contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract, have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the Contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of .....day of.....200.....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, Kolkata...../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, Kolakta .. .. /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 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, Kolkata... .. /Haldia, shall not be relieved from our liability by

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

reason of any such variation or extension being granted to the Contractor or for any forbearance, 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, Kolkata .../Haldia.

5. We, ..... Branch, Kolkata .../Haldia do also agree that the Trustees at their option shall be entitled to enforce this Guarantee against us ....Branch, Kolkata .../Haldia as principal debtor in the first instance without producing against the Contractor and notwithstanding any security or other guarantee that the Trustees may have in relation to the Contractor's liabilities.
6. We,..... :- ...Branch, Kolkata.../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... ..

KOLKATA.../HALDIA

( OFFICIAL SEAL OF THE BANK)

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**Kolkata Port Trust**  
**Haldia Dock Complex**  
**CERTIFICATE OF COMPLETION OF WORK**

Contractor : \_\_\_\_\_

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

Date of completion : \_\_\_\_\_

Dear Sir,

**Subject :** Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT

**Reference :** i) **Work Order No.:** ...../...../...../... dated  
.....  
ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

This is to certify that the above work which was carried out by you is, in the opinion of the undersigned, complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in accordance with terms of the contract and you are required to maintain the work in accordance with **GCC Clause No. 7.67** of the General Conditions of Contract and under provisions of the contract.

(Signature of the Engineer/Engineer's Representative)

Name: .....

Designation: .....

Date: .....

(OFFICIAL SEAL)

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**Kolkata Port Trust**  
**Haldia Dock Complex**  
**CERTIFICATE OF FINAL COMPLETION**

**General Manager (Finance),  
Haldia Dock Complex (HDC),  
Jawahar Tower Complex,  
P.O: Haldia Township,  
Dist.: Purba Medinipur,  
PIN – 721 607,  
West Bengal, India.**

**Subject :** Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT

**Reference :** i) **Work Order No.:** ...../...../...../... dated  
.....  
ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

This is to certify that the above work, which was carried out by ..... is now complete in every respect, in accordance with the terms of the contract and that all obligations under the contract have been fulfilled by the Contractor.

(Signature of the Engineer/Engineer's Representative)

Name: .....

Designation: .....

Date: .....

(OFFICIAL SEAL)

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Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**(“NO CLAIM CERTIFICATE” FROM CONTRACTOR)**

**[To be submitted on Bidder's Letter Head]**

## General Manager(Engineering)

Haldia Dock Complex ;

Kolkata Port Trust.

Engineering Department

Jawahar Tower Complex ;

P.O.: Haldia Township;

Dist.: Purba Medinipur ;

PIN: -721607

West Bengal, India.

Dear Sir,

**Subject :** Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.

**Reference :**

i) **Work Order No.:** ...../...../...../... dated .....

ii) **Contract No./ Agreement No. :** ...../...../...../ AGMT /  
...../

I/We do hereby declare that I/we have received full and final payment from Haldia Dock Complex, Kolkata Port Trust, for the execution of the subject work, and I/we have no further claim against Haldia Dock Complex, Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

Supply, Installation, testing & Commissioning of Outdoor type 3.3 KV, 1010 KVA Diesel Generator Set with AMF Panel including Comprehensive maintenance contract (CMC) for the period of 5 years after expiry of 2 years guarantee period for Lock Entrance, Haldia Dock Complex, KoPT.