

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
An ISO-9001: 2008 Organization**

e- TENDER

for

*Carrying out removal and placement of Camber Stoplog at Intermediate
Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust.*



PLANT & EQUIPMENT DIVISION
Operational Administrative Building, 1st Floor,
PO: Chiranjibpur, Haldia.
Dist. : Purba Medinipur, W.B. PIN – 721 604
FAX : +91-3224-252 135

NOTICE INVITING E-TENDER

E-Tender under single stage two part system (Part I: 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 having following Pre-qualification Criteria for **carrying out removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust**:

1.1 Pre-qualification Criteria :

Any Firm or Association of Firms acting jointly and severally [in the form of Consortium / Joint Venture Agreement] fulfilling the following criteria, will be considered eligible.

1.1.1 Criteria with respect to experience :

Experience of work, which involves lifting work by using Floating Crane / Deck Top Crane Barge etc. during last **7 years**, ending on **30.06.2015** [i.e. from **01.07.2008** to **30.06.2015**], fulfilling any one of the following criteria :-

- i) Three works having contract value not less than **Rs 21,20,000.00 (Rupees twenty one lakh twenty thousand)** only.

Or

- ii) Two work having contract value not less than **Rs 26,50,000.00 (Rupees twenty six lakh fifty thousand)** only.

Or

- iii) One work having contract value not less than **Rs 42,40,000.00 (Rupees forty two lakh forty thousand)** only.

Documents viz. order letter(s) and successful completion certificate(s) along with the format for 'Experience Details of the Bidder', as per **Annexure – X**, duly filled in, are to be submitted [duly signed and stamped by the bidder] in support of experience of the bidder.

1.1.2 Criteria with respect to financial capability :

Average Annual Financial Turnover of **Rs 15,90,000.00 (Rupees fifteen lakh ninety thousand)** only during the last three financial years ending **31.03.2015**.

Copies of audited Annual Accounts including the **Balance Sheet** and **Profit and Loss Statement** for the last 3 financial years ended on **31.03.2015** are to be submitted [duly signed and stamped by the bidder] in support of financial capability of the bidder. The auditor, in all such cases, must be a qualified Chartered Accountant.

In case of Technical Collaboration / Joint Venture Agreement, above documents for all the partner(s) for the above-said periods are to be submitted [duly signed and stamped by the bidder].

1.1.3 Criteria for Association of Firms acting jointly and severally :

In case of Association in the form of Consortium or Joint Venture Agreement, the members of the Association should nominate one of the members as "Lead Partner" for participating in the Tender and signing all the documents related therewith, up to signing of agreement and execution thereof (in case of award of contract). All the partners of

the Association must also be jointly and severally responsible for satisfactory performance of the contract.

1.1.4 Mode of submission of documents in respect of Pre-qualification Criteria : All documents in support of Pre-qualification Criteria as per Clause No. 1.1 must be signed by the bidder under their official seal, scanned and uploaded.

1.2 Submission of other documents :

Besides documents in respect of Pre-qualification Criteria, the following documents should also be signed under their official seal, scanned and uploaded by Individual Firm or Lead Partner –

- 1.2.1 Recent Profession Tax Payment Challan, if applicable.**
- 1.2.2 Employees' Provident Fund (EPF) :** Proof of registration of their establishment under the provision of **Employees' Provident Fund & Miscellaneous Provisional Act** and recent **Challan**, if applicable. If this is not applicable, documentary evidence to establish non-applicability of the same to be submitted in the Techno-Commercial Bid.
- 1.2.3 Employees' State Insurance :** All intending bidders shall have to submit necessary documents along with their techno-commercial offer as to whether they are covered under ESI Act or not. If they are covered under the said Act, proof of registration of their establishment under the provision of **Employees' State Insurance Act** and recent **Challan** are to be submitted. If they are not covered under ESI Act or exempted, necessary documents along with an **affidavit** affirmed before a First Class Judicial Magistrate to that effect are to be submitted. Such affidavit(s) will be examined by KoPT and the bidder(s) must abide the observation/recommendation in this regard. All documents in this regard shall have to be submitted in the Techno-Commercial Bid.
- 1.2.4 Valid Trade Licence.**
- 1.2.5 Service Tax Registration No. & Form : ST-2.**
- 1.2.6 A declaration to be furnished as per Annexure – IX.**
- 1.2.7 Form of Tender**, duly filled in, signed and stamped by the competent authority of the bidder as per **Annexure – V**.
- 1.2.8** In case the bidder has a Joint Venture Agreement/Technical Collaboration Agreement / Licensing Agreement with other firms, then the bidder should submit documents in accordance with **Clause No. 2.10**.
- 1.2.9** General information about the bidders as per the specified format in **Annexure – XI**.
- 1.2.10** If any bidder has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), information for all the **Technical Collaborator(s) / Licensor(s) / Partner(s)** should be submitted as per **Annexure – XII**.
- 1.2.11** Copy of Partnership Deed in case of a Partnership Firm [duly signed and stamped by the bidder].
- 1.2.12** Memorandum of Association and Articles of Association and Certificate of Incorporation/Partnership Deed etc. /or any such relevant document as applicable.
- 1.2.13** Power of Attorney from the competent authority of the bidding firm, in connection with **Clause No. 2.10 and 2.11**.

- 1.2.14 Preamble of PRICE SCHEDULE** as per **Annexure – VI.**
- 1.2.15 UN-PRICED PRICE SCHEDULE** as per **Annexure – VII.**
- 1.2.16** Details of key personnel involved in administration and execution of the subject work till completion, as per **Annexure – XIII.**
- 1.2.17** Details of plant and machineries as per **Annexure – XIV.**
- 1.2.18** Details of current commitments indicating order value, period etc. as per **Annexure – XV.**
- 1.2.19** Necessary Plying Certificate of the vessel (i.e. Floating Crane/ Deck Top Crane Barge etc.) issued by the appropriate authority.
- 1.2.20** Load chart of the crane issued by the appropriate authority.
- 1.2.21** Test Certificates of lifting appliances, crane, etc. issued by the appropriate authority.
- 1.2.22** All other required documents as mentioned in this Tender Document.
- 1.2.23** Any other details, which shall establish the technical competency, shall also be furnished.

SCHEDULE OF TENDER (SOT)

1	Name of work	Removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust.
2	E-Tender No.	KoPT/Haldia Dock Complex/P&E Div/2/15-16/ET/39
3	Reference Tender No.	GM(Engg.)T/03/2015
4	Availability of the Tender Document	<p>The Tender Document (in full) may be seen from any one of the following Websites,</p> <p>i) <u>Kolkata Port Trust (KoPT) :</u> http://www.kolkataporttrust.gov.in</p> <p>ii) <u>Haldia Dock Complex (HDC) :</u> http://haldiadock.gov.in</p> <p>iii) <u>Central Public Procurement Portal (CPPP) :</u> http://eprocure.gov.in</p> <p>iv) <u>MSTC Limited :</u> http://www.mstcecommerce.com/eprochome/kopt</p> <p>Corrigenda or clarifications, if any, shall also be hosted on the above mentioned websites.</p>
5	Mode of tender	<p>e-Procurement System</p> <p>(Online Part I - Techno-Commercial Bid and Part II - Price Bid) through the following website of MSTC Limited:</p> <p><u>http://www.mstcecommerce.com/eprochome/kopt</u></p> <p>Although the bidders may see the Tender Document from the websites as mentioned under Sl. No. 4, above, but the intending bidders can only submit their offer electronically through the abovementioned website of MSTC Limited. No physical tender would be accepted by Haldia Dock Complex, Kolkata Port Trust.</p>
6	Bid Document Fee	<p>The intending bidders should deposit the non-refundable Bid Document Fee of Rs. 2,000.00 (Rupees Two Thousand) only to Haldia Dock Complex, Kolkata Port Trust by RTGS / NEFT before submitting their offer directly into the designated bank account of Haldia Dock Complex, Kolkata Port Trust, otherwise their offer will be summarily rejected.</p>

		<p>Detail of the said bank account is given below :</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>The participating bidder must ensure that the remitting bank positively enters their name and e-Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid Document Fee by RTGS / NEFT. Details of Bid Document Fee remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting bidder :</p> <p>b. e-Tender No:</p> <p>c. Amount remitted:</p> <p>d. Remitting Bank Details:</p> <p>e. U.T.R No.:</p> <p>f. Date of remittance:</p>
7	Earnest Money Deposit	<p>The intending bidders should deposit Earnest Money of Rs. 1,06,000.00 (Rupees One Lakh Six Thousand) only to Haldia Dock Complex, Kolkata Port Trust by RTGS / NEFT before submitting their offer directly into the designated bank account of Haldia Dock Complex, Kolkata Port Trust, otherwise their offer will be summarily rejected.</p> <p>Detail of the said bank account is given below :</p> <p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch.</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>The participating bidder must ensure that the remitting bank positively enters their name and e-Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS / NEFT. Details of Earnest Money remitted should be entered by the participating bidder in the space</p>

		<p>provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting bidder:</p> <p>b. e-Tender No:</p> <p>c. Amount remitted:</p> <p>d. Remitting Bank Details:</p> <p>e. U.T.R No.:</p> <p>f. Date of remittance:</p>
8	Transaction Fee	<p>Rs. 3,021.00 (Rupees Three Thousand Twenty One) only has to be paid towards Transaction Fee including Service Tax @14 % in favour of MSTC LIMITED by NEFT/RTGS (Please refer to Clause. No. 4 of Annexure – I).</p>
9	Date of NIT available to parties to download	From 01.07.2015.
10	Pre-Bid Meeting starting date & time.	07.07.2015 at 11:00 Hrs. (Pre-Bid Meeting will be off line.)
11	Pre-Bid Meeting closing date & time	07.07.2015 at 15:00 Hrs.
12	Last date of submission of EMD & Bid Document Fee through RTGS/NEFT to HDC, KoPT	Upto 15:30 hrs. on 23.07.2015 (The bidder has to ensure submission of UTR in respect of EMD & Bid Document Fee during submission of the bid on line).
13	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<u>Three working days before the last date of closing of online bidding for the e-tender.</u>
14	<p>Date of starting of e-Tender for online submission of Techno- Commercial Bid and Price Bid at the following website of MSTC Limited:</p> <p>http://www.mstcecommerce.com/eprochome/kopt</p>	14.07.2015 at 11:00 Hrs.
15	Date of closing of online e-tender for submission of Techno-Commercial Bid and Price Bid.	Upto 15:45 Hrs on 23.07.2015.
16	<p>Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>Date of opening of Part II i.e. Price Bid of the Techno-Commercially qualified bidder(s) would be informed separately.</p>	After 16:00 Hrs on 23.07.2015.

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DRAWING FOR STOPLOG GATES SEAL ASSY. & DETAILS	DRG. NO. 130.009	ONE NO.

ANNEXURE – I

IMPORTANT INSTRUCTIONS FOR E-TENDER

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

The intending bidders are requested to read all the Terms & Conditions of this tender before submitting their online tender. Only price bid(s) of the tenderers would be opened who are found techno-commercially qualified.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The bidder should possess Class III signing type digital certificate. bidder(s) are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/</p> <p>1). bidder(s) are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu/Govt depts→Register as Bidder Filling up details and creating own user id and password→ Submit.</p> <p>2). bidder(s) will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact HDC/MSTC, (at least one working day before the scheduled time of the e- tender).</p> <p>Contact persons of Haldia Dock Complex:</p> <table><tr><td>1. Shri A. K. Kar, Designation:- Sr. Dy. Manager(P&E) Mobile No: 94340 52489 e-mail :- akkar@kopt.in</td><td>2. Shri D. Dasgupta, Designation:- Asst. Manager(P&E) Mobile No: 94340 31342 e-mail :- ddasgupta@kopt.in</td></tr></table> <p>Landline: (03224) 252 332 / FAX : (03224) 252 135</p>	1. Shri A. K. Kar, Designation:- Sr. Dy. Manager(P&E) Mobile No: 94340 52489 e-mail :- akkar@kopt.in	2. Shri D. Dasgupta, Designation:- Asst. Manager(P&E) Mobile No: 94340 31342 e-mail :- ddasgupta@kopt.in
1. Shri A. K. Kar, Designation:- Sr. Dy. Manager(P&E) Mobile No: 94340 52489 e-mail :- akkar@kopt.in	2. Shri D. Dasgupta, Designation:- Asst. Manager(P&E) Mobile No: 94340 31342 e-mail :- ddasgupta@kopt.in		

	<p>Contact persons of MSTC Ltd:</p> <table> <tr> <td>1. Shri Arindam Bhattacharjee Deputy. Manager (E-commerce) Mobile No: 09330102643 Email-arindam@mstcindia.co.in</td><td>2. Shri Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile No: 07278030407 Email: smukherjee@mstcindia.co.in</td></tr> </table> <p style="text-align: center;">Landline:(033) 2290-1004</p> <p>B) System Requirement: Windows 98 /XP-SP3 & above/Windows 7 Operating System / Windows 8 / updated version IE-7 and above Internet browser. Signing type digital signature JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level.</p>	1. Shri Arindam Bhattacharjee Deputy. Manager (E-commerce) Mobile No: 09330102643 Email-arindam@mstcindia.co.in	2. Shri Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile No: 07278030407 Email: smukherjee@mstcindia.co.in
1. Shri Arindam Bhattacharjee Deputy. Manager (E-commerce) Mobile No: 09330102643 Email-arindam@mstcindia.co.in	2. Shri Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile No: 07278030407 Email: smukherjee@mstcindia.co.in		
2	<p>A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>		
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.		
4	<p>Special Note towards Transaction fee:</p> <p>PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p>		

	<p><u>Contact Details :</u></p> <p>Fax No. : (033) 2283-1002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) may also be sent by email during the process till finalization of tender by HDC. Hence the bidders are required to ensure that the email I.D. provided in their offer is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>

9.	<p>Bidding in e-tender & Reverse auction:</p> <ol style="list-style-type: none"> a. Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/ Govt depts→ Login →My menu→ AUC Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid. d. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid. <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <ol style="list-style-type: none"> i. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. ii. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. iii. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. iv. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER. v. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. vi. HDC, KoPT reserves the right to cancel or reject or accept or withdraw or extend the
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	<p>tender in full or part as the case may be without assigning any reason thereof.</p> <p>vii. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>viii. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	HDC has the right to cancel this e-tender without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website http://www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of MSTC Ltd.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme), having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, are exempted from depositing Bid Document Fee and Earnest Money.
20.	<p>Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>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</p>

	quantity against any item as per new public procurement policy.
21.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23.	Due date of submission of tender will not be extended under any situation.

2. OTHER INSTRUCTIONS TO THE TENDERERS

2.1 Language of Tender and Interpretation of the Tender Document and Other Documents :

2.1.1 Tender Document means all pages of this book including drawing No. 130.009, all pages of General Conditions of Contract of Kolkata Port Trust, May 1993. All pages of subsequent addenda (if applicable) including drawings provided with subsequent addenda (if applicable) are also part of the Tender Document.

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

2.1.2 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.

2.1.3 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.

2.1.4 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.

2.2 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.

2.3 The bidder shall quote his price through on-line (through MSTC portal only) as per the Price Schedule in the Price Bid (Part-II), without any condition or deviation.

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

2.5 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.

2.6 Pre-Bid Techno-Commercial Conference :

- 2.6.1** Intending bidders and/or their authorized representative(s) are invited to attend the Pre-Bid Techno-Commercial Conference, which will be held on the date stipulated in the 'NOTICE INVITING E-TENDER', at the **office of Plant & Equipment Division, Haldia Dock Complex; Kolkata Port Trust; 1st Floor, Operational Administrative Building; Chiranjibpur, PO: Chiranjibpur, Haldia ; Dist.: Purba Medinipur ; PIN – 721 604 ; West Bengal.**
- 2.6.2** The purpose of this Pre-Bid Techno-Commercial Conference will be to clarify issues (in connection with this tender) that may be raised at that stage.
- 2.6.3** Intending bidders are advised to visit the worksite at Lock Entrance, HDC during working days **(i.e. excluding Sundays, Saturdays and trustees holidays) within 10:00 hrs to 16:00 hrs.** to assess the quantum of work before attending the Pre-Bid Techno-Commercial Conference. To visit worksite necessary Gate Pass at free of cost will be issued on the basis of written request of the intending bidders as per the existing procedure of HDC, KoPT. Without taking prior approval from the appropriate authority of HDC, KoPT, no photograph in any form can be taken by the intending bidders during site visit.
- 2.6.4** Intending bidders are requested to submit their queries, in connection with this tender, in writing, in advance to HDC, KoPT so as to enable HDC, KoPT to prepare clarifications and make Pre-Bid Conference meaningful. Changes, if any, proposed by the bidders, will be discussed and **if felt necessary** HDC, KoPT's response would be communicated, well in advance before the last date of submission of tender.
- 2.6.5** Any modification to the Tender Document, which may become necessary as a result of the Pre-Bid Techno-Commercial Conference or due to any other reason, shall be made through issuance of an Addendum. This Addendum, so issued, would form part of the Tender Document and will remain binding all the bidders and the same should be accepted and submitted by all the bidders along with their Techno-Commercial Bid.
- 2.6.6** The bidders are advised to attend the Pre-Bid Techno-Commercial Conference. However, non-attendance at the Pre-Bid Techno-Commercial Conference will not be a cause for disqualification of a bidder.
- 2.6.7** No further Pre-Bid Techno-Commercial Conference will be arranged for the intending bidder, who fails to attend the aforementioned Pre-Bid Techno-Commercial Conference. The outcome of this Pre-Bid Techno-Commercial Conference will be displayed on the websites, all the participating bidders shall have to act accordingly.

2.7 Earnest Money Deposit (EMD) :

2.7.1 Method of Paying EMD :

As per methodology stipulated in the 'NOTICE INVITING E-TENDER', the intending tenderer must deposit **Earnest Money amounting to Rs. 1,06,000.00 (Rupees one lakh six thousand) only.**

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

2.7.2 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.

2.7.3 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.

Earnest Money Deposit of the successful bidder shall be retained by the Trustees up to **one month after** successful completion of Camber Stoplog removal and placement work at Intermediate Camber of Lock Entrance, HDC. EMD shall be released / refunded thereafter. No interest shall be payable on the account of EMD in any case.

2.8 Method of Submission of Tender :

2.8.1 Tenderers submitted bids, without requisite Earnest Money and/or Bid Document Fee, are liable to be rejected, excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) having valid DIC's certificate, for the item(s), for which the tender is invited.

2.8.2 For submission of Techno-Commercial Bid (i.e. Part – I), the participating bidder would have to sign / fill (wherever applicable) the documents / Annexure / formats etc. **[as mentioned under Clause No. 1.1 of NOTICE INVITING E-TENDER (i.e. Pre-qualification Criteria) and Clause No. 1.2 of NOTICE INVITING E-TENDER (i.e. Submission of other documents)]** under their official seal, scan and upload in the website of **MSTC Limited (i.e. <http://www.mstcecommerce.com/eprochome/kopt>)**.

The bidder will have to produce the original documents or any additional documents, if sought for by HDC, KoPT.

2.8.3 Price Bid (i.e. Part –II) contains the **Price Schedule**. Price Bid has to be submitted online without any condition or deviation.

2.8.4 Bidders have to submit offers based upon Terms & Conditions of the tender without any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid Meeting. HDC, KoPT reserves the right to accept or reject the suggested deviations.

2.9 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 Annexure – IX of this Tender Document :

2.9.1 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 and the drawing. The bidder would execute and complete the work required to be performed in accordance with all these Terms & Conditions of the instant tender.

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

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

OR

The bidder has submitted documentary evidences for Micro & Small Enterprises (MSES) registered with NSIC (Under single point registration scheme) as per tender condition.

2.9.4 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.

2.9.5 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.

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

2.9.7 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.

2.10 If any Tenderer has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), then they should comply with the following :-

2.10.1 A copy of Licensing Agreement/Technical Collaboration Agreement / Joint Venture Agreement **is to be submitted along with the “Techno-Commercial Bid”, duly attested by the Tenderer as per Clause No. 1.2 of NOTICE INVITING E-TENDER. Such Agreements should be in the nature of legally acceptable Agreements.**

2.10.2 The Tenderer should submit an additional Supplementary Agreement, **duly signed by all the partners of the Licensing Agreement / Technical Collaboration Agreement / Joint Venture Agreement, on a Non-Judicial Stamp Paper of worth not less than Rs.50.00 as per Clause No. 1.2 of NOTICE INVITING E-TENDER, duly notarized, covering the following points :**

2.10.2.1 The **Licensing Agreement / Technical Collaboration Agreement/ Joint Venture Agreement**, irrevocable in nature, is valid for at least a continuous **period of one month** from the date of completion of instant work.

2.10.2.2 One of the partners shall be nominated as the **Lead Partner**.

2.10.2.3 The **Lead Partner** shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners. The entire execution of the contract, including payment, shall be carried out exclusively through the **Lead Partner**.

2.10.2.4 The **scope and responsibilities** of all the partners of Licensing Agreement / Technical Collaboration Agreement / Joint Venture Agreement, in terms of financial and technical commitment / contribution, should be explicitly mentioned and the partners should be severally and jointly responsible for successful execution of work as per provision of instant tender document.

2.10.2.5 In case of successful Tenderer, the Contract Agreement is to be signed by legally authorized signatories of all the partners, so that it becomes legally binding to all partners.

2.10.3 In the event of default of any partner in the execution of his part of the contract, the Lead Partner shall have authority to assign the work to any other party acceptable to the employer, to ensure the execution of the part of the contract. The said party shall also be jointly with the remaining partner(s) as well as severally liable so far as the unfinished part of the contract is concerned.

2.11 Authority in signing the documents for submission of Tender / Offer : [Save and Except Clause No. 2.10] :

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

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.12 Validity of Tender :

The tender shall remain valid for acceptance for a period of **180 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).

2.13 The bidder to inform himself fully :

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

2.13.2 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. 2.18**, Tender(s) / Offer(s) of the bidder(s), which are not responsive to the requirement of the Tender Document, will be rejected.

2.13.3 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.

2.13.4 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 **Free of Cost**, 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 Lock Entrance or other official at Lock Office of P&E Division, HDC. The bidder must have to comply with **Clause No. 3.27** regarding prohibition of photography inside the Dock area.

2.14 Amendments :

2.14.1 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.

2.14.2 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.

2.15 Errors in the Tender Document :

2.15.1 All documents to be submitted with the Techno-Commercial Bid should be signed, stamped scanned and uploaded as per Clause No. 1.1 & Clause No. 1.2 of 'NOTICE INVITING E-TENDER'.

2.15.2 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.

2.16 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.

2.17 Opening of Bids:

- 2.17.1** 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'.
- 2.17.2** 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.
- 2.17.3** In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

2.18 Scrutiny of e-Tenderers :

- 2.18.1** 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.
- 2.18.2** 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.
- 2.18.3** HDC, KoPT may seek any other detail(s) / document(s) in subsequent course to ascertain and get confirmed about the competence of the bidder.
- 2.18.4** 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.
- 2.18.5** 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.
- 2.18.6** During Techno-Commercial evaluation, i.e. evaluation of Part - I of tender, an offer shall be considered **non-responsive** in case :-
 - (i) requisite Earnest Money is not deposited,
 - (ii) requisite Bid Document Fee is not paid,
 - (iii) Any indication of quoted price anywhere in the uploaded documents required for Techno-Commercial offer.

2.19 Evaluation Criteria:

2.19.1 Evaluation with respect to Priced Price Schedule.

- 2.19.1.1** Price to be quoted strictly in accordance with Clause Nos. 2.8.3 and 3.18.
- 2.19.1.2** The Price Bid will be evaluated only for the bidders, who have qualified in the Techno-Commercial Bid.
- 2.19.1.3** While evaluating the Price Bid, the quoted price (**excluding the component for which HDC, KoPT will get CENVAT Credit i.e. Service Tax**) quoted by the bidders in the Price Schedule shall be taken into account. The selection of the lowest bidder will be done on the basis of quoted total price (lump sum).
- 2.19.1.4** While evaluating the Price Bid, any extraneous condition will not be considered and the tender shall liable for outright rejection, if any extraneous condition is found in the offer of the bidding firm.
- 2.19.1.5** In case two or more bidders quoting the same Price and their offers become the lowest offer, the respective bidders will be given chance to submit their fresh price bid subject to condition that the fresh price so quoted must be less than the price quoted by the respective bidder earlier.
- 2.19.1.6** **The bidder, who quoted lowest price, shall be considered for award of contract.**

2.19.2 While evaluating tenders, regard would be paid to National Defence and Security considerations.

2.20 Award of Contract :

2.20.1 The successful bidder who's bid is accepted by HDC, KoPT (please refer to **Clause No. 2.19**) 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 **Annexure – XVIA or Annexure – XVIB** [as the case may be] 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 [all the partners, in case of Association], authorized through a **Power of Attorney** [specimen signature of the Authorized Representative must be attested] in this regard.

2.20.2 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.

2.21 Stamp Duty and Other Expenses :

All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful bidder.

3. SPECIAL CONDITIONS OF CONTRACT

3.1 Definition and Interpretation :

For definitions of different words used in this Tender Document, **KoPT's General Conditions of Contract, May 1993** are to be followed.

3.2 Assignment and Sub-Contracting :

3.2.1 The contractor shall not sub-contract the whole work directly or indirectly, transfer or assign or sublet the contract or any part thereof, without written permission from HDC, KoPT.

3.2.2 Such permission, if any, shall not relieve the contractor from any liability or obligations under the contract. Even if such permission be granted, the contractor shall remain responsible,

- a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the contractor himself or his agents, servants or workmen, and
- b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet.

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

- i) the provision of labour engaged on piecework basis / daily rate basis.
- ii) the purchase of materials, or
- iii) the subcontracting of any part of the works for which the subcontractor is named in the contract

3.2.3 In the event of the Contractor contravening this condition, HDC, KoPT 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 HDC, KoPT may sustain in consequence to arising out of such replacement of the Contractor.

3.2.4 The contractor shall not assign his right and interest in these presents nor assume a fresh partner or partners, dissolve, the partnership existing between him in reference to this contract without the written permission of HDC, KoPT.

3.2.5 No participating bidder shall be allowed to act as a subcontractor of the successful bidder.

3.3 Patent Rights :

3.3.1 The contractor shall fully indemnify HDC, 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.

- 3.3.2** All payments, or otherwise shall be deemed to be included by the contractor in the prices named in the tender and shall be paid by him to whom they may be payable.
- 3.3.3** In the event of any claim being made or action brought against HDC, KoPT in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof and he shall with the assistance, if he so requires of HDC, 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 HDC, KoPT such security as shall from time to time be reasonably required by HDC, 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.

3.4 Additions and Alternations :

- 3.4.1** HDC, 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 Scope of Work and give such further instructions and directions as may appear necessary and proper to HDC, KoPT for the guidance of the contractor and good and efficient execution of the work.
- 3.4.2** 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 Scope of Work etc.
- 3.4.3** HDC, 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 work in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, if required.
- 3.4.4** HDC, KoPT may order that other work shall be substituted in lieu thereof 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 specified by the contractor and where the rates are not specified, then a suitable rate backed up by rate analysis shall be submitted by the contractor and agreed upon between the contractor and HDC, KoPT.

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

3.5 Extras :

Any extra expenses incurred in connection to the work by HDC, KoPT 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 he may be called upon to pay the amount of such extra expense to such person or persons as HDC, KoPT 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 HDC, KoPT may determine.

3.6 Power Supply :

For execution of work, electricity will be supplied at free of cost. The contractor will provide cables, switch gears etc. to receive electricity from HDC's nearest electric supply source. For use of electricity, all supply and safety regulations including Indian Electricity Rules to be abide by the contractor. For any other purposes electricity will be provided on chargeable basis as per applicable electricity tariff of HDC, KoPT which may vary time to time.

3.7 Access to Site :

The contractor shall have to abide by the rules and regulations of HDC, KoPT, which may be varied time to time, in respect of entry / exit and movement in the premises. Necessary **Gate Pass** for entering into the Dock area will be issued for the personnel, equipment, machineries, materials etc. of the contractor for execution of the instant work at **Free of Cost** as per rules then prevailing, on the basis of written request from the contractor. The contractor will be fully responsible for any injury (whether fatal or otherwise) to himself or his representative(s), for any loss or damage of 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 Contractor will be liable to indemnify HDC, KoPT against any loss or damage to the property of HDC, KoPT or neighboring property, which may be caused due to any act of the contractor or his representative(s).

3.8 Contract Document Mutually Explanatory :

3.8.1 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.

3.8.2 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 authorized representative.

3.8.3 The explanation of Engineer or his authorized 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 to/from the prices specified in the Price Schedule and do all such work and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

3.9 Existing Services :

3.9.1 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 HDC, KoPT.

- 3.9.2** 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 his 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.

3.10 Labour :

- 3.10.1** The contractor shall make their own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing/residential accommodation, medical treatment, feeding/canteen facility and payment thereof. Therefore HDC, KoPT will have no obligation for the labours engaged by the contractor. Since time is the essence of this contract, adequate strength of labour force has to be deployed, so as to complete the work of removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance of HDC, KoPT within the completion period as stipulated in the tender.
- 3.10.2** In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and 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.
- 3.10.3** Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 3.10.4** Contractor shall at all times during the continuance of the contract comply fully with all **Acts, Rules, Regulations and Byelaws** then prevailing including all statutory amendments and re-enactment by the **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 **Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970; Employees' Provident Fund & Miscellaneous Provision Act, 1952; Employees' State Insurance Act, 1948; Dock Workers, (Safety, Health and Welfare) Act, 1986 etc.**
- 3.10.5** If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any law, HDC, KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC, KoPT 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 other wise recover from the contractor any sum, which HDC, KoPT is required or called upon to pay or reimburse on behalf of the contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the contractor.
- 3.10.6** The contractor shall pay the labourer engaged by him for this instant work not less than a fair wage, under the Minimum Wages Act for corresponding workforce working in Haldia, West Bengal, India.

3.10.7 Labour Licence :

Before commencement of the work at site (within Dock area), the Contractor shall have to apply for **Labour Licence (if applicable)** for the maximum number of workers proposed to be deployed for the work of removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance of HDC, KoPT. Necessary certificate shall be issued by the concerned Sr. Dy. Manager (P&E) against a request from the contractor. Photocopy of the application shall have to be furnished to the concerned Sr. Dy. Manager (P&E).

3.10.8 Report of Accident :

The contractor shall, **within 24 hours** of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the concerned Sr. Dy. Manager (P&E) 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 report such accident to the competent authority whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings along with the statements so recorded will then be forwarded by the contractor to the concerned Sr. Dy. Manager (P&E) at the earliest. At the first instance, an '**Accident Report**' shall be prepared (in triplicate) by the concerned **Supervisor / Engineer** on duty **engaged by the Contractor** and a copy of the same to be forwarded immediately to the Engineer.

3.10.9 Employees' Provident Fund (EPF) :

All intending bidders shall have to submit proof of registration of their establishment under the provision of **Employees' Provident Fund & Miscellaneous Provisional Act** and recent **Challan**, if applicable. If this is not applicable, documentary evidence to establish non-applicability of the same to be submitted along with the Techno-Commercial Bid.

Please refer to **Clause No. 1.2.2** in this regard.

As per the provision of the Act, the contractor is liable for remittance of monthly subscription contribution with respect to **Employees' Provident Fund (EPF)** for the workers engaged by them, wherever applicable.

3.10.10 Employees' State Insurance (ESI) :

All intending bidders shall have to submit necessary documents along with their techno-commercial offer as to whether they are covered under ESI Act or not. If they are covered under the said Act, proof of registration of their establishment under the provision of **Employees' State Insurance Act** and recent **Challan** are to be submitted.

If they are not covered under ESI Act or exempted, necessary documents along with an **affidavit** affirmed before a First Class Judicial Magistrate to that effect are

to be submitted. Such affidavit(s) will be examined by KoPT and the bidder(s) must abide the observation/recommendation in this regard.

Please refer to **Clause No. 1.2.3** in this regard.

If the contractor is not under ESI Act, then the contractor must additionally indemnify HDC, KoPT against all damage and accident occurring to his/their labour.

If the contractor is covered under ESI Act, as per the provision of the Act the contractor is liable for remittance of monthly subscription contribution with respect to **Employees' State Insurance (ESI)** for the workers engaged by them.

3.10.11 Safety Gears, etc. :

During the execution of contract, 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 and Welfare) Act, 1986 along with associated Rules & Regulations.**

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

The contractor shall at his own expenses and arrangement provide all required **Personal Protective Equipments (PPE)** and **Safety Gears** for all personnel and labours engaged during the execution of contract.

3.11 Plant and Equipment :

3.11.1 During execution of contract, the contractor shall be responsible for supply, use and maintenance of all the equipments, including floating Crane/Deck Top Crane Barge etc., tools-tackles, lifting appliances, different vehicular transport etc. and the contractor shall ensure that those are suitable for the work and are maintained in such a manner, to ensure their efficient working. The contractor must have to comply with **Dock Workers, (Safety, Health and Welfare) Act, 1986 along with associated Rules and Regulations** and **other safety rules** (as applicable) in this regard.

3.11.2 To execute the contract, the contractor shall at their own costs and expenses provide all labour, plant, haulage, transportation of plant and equipment, all materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of Engineer.

3.12 Shutdown :

For carrying out removal and placement of 6 units of Camber Stoplog at Intermediate Camber, Floating Crane/ Deck Top Crane Barge etc. may be placed inside the lock barrel. Although shutdown is unavoidable, effort needs to be given to carryout the aforesaid jobs without affecting the vessels movement to the extent practicable. The work to be carried out by providing shutdowns not less than 6 hrs. at a stretch in phases till completion.

The work has to be carried out in close coordination with Plant & Equipment Division and Marine Operation Divisions of HDC, KoPT.

3.13 Operation/Business of HDC, KoPT must not be hampered :

3.13.1 During the continuance of the contract, the contractor has to execute the work such a manner, so that, any business/work of HDC, KoPT in the vicinity of worksite must not be hampered in any way.

3.13.2 The work shall be carried out in such a manner so as to enable the other contractors, if any, or the departmental employees to work, without any difficulty / hindrance etc.

3.14 Inspection :

3.14.1 After removal of all the 06 (six) units of Camber Stoplog, the groove of Intermediate Camber would be inspected by the authorized representative of HDC, KoPT. If any dislodged/broken portion of Camber Stoplog found at the adjacent area of Intermediate Camber groove at submerged condition, the same has to be removed by the contractor, without any extra cost.

3.14.2 Within 48 hrs. after completion of placement of Camber Stoplog inside the groove of Intermediate Camber, inspection will be carried out by the authorized representative of HDC, KoPT to check misalignment of Camber Stoplog unit(s), if any. Such misalignment if found, the same should be rectified by the contractor.

3.15 Completion Period :

Upon receipt of intimation from HDC for removal of Camber Stoplog units from the mouth of Intermediate Camber and/or placement of Camber Stoplog units at the mouth of Intermediate Camber, the contractor shall have to deploy his personnel, equipment including Floating Crane/ Deck Top Crane Barge etc. and all other materials required to carryout the instant work at the worksite (i.e. Lock Entrance) of HDC, KoPT within **15 (fifteen) days** from the date of receipt of such intimation(s) from HDC, KoPT.

As per availability of shutdown (please refer to **Clause No. 3.12**) the contractor shall have to complete the removal of Camber Stoplog units from the mouth of Intermediate Camber in every respect within **7 (seven) days** from the date of deployment of crane, personnel etc. by the contractor.

Similarly, as per availability of shutdown (please refer to **Clause No. 3.12**) the contractor shall have to complete the placement of Camber Stoplog units at the mouth of Intermediate Camber in every respect within **7 (seven) days** from the date of deployment of crane, personnel etc. by the contractor.

3.16 Extension of Completion Period and Liquidated Damage :

3.16.1 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 **Clause No. 3.30**) cause delay in completing the work, the contractor shall apply to the General Manager (Engg.) in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the General Manager (Engg.) shall thereupon consider the stated reasons in the

manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of “**Liquidated Damage**” (**Clause No. 3.16.2** hereof) on the Contractor and his decision shall be binding on the Contractor. If an extension of completion time is granted by the General Manager (Engg.), the “**Liquidated Damage**” (**Clause No. 3.16.2**) shall apply from its date of expiry, if the work is not completed within the extended time, unless stated otherwise in the decision communicated by the General Manager (Engg.), as aforesaid.

3.16.2 Liquidated Damage :

- a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof. Provided, always that the amount of such compensation shall not exceed 10% of the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.
- c) HDC will recover Service Tax, at applicable rate, on the amount of Liquidated Damage.

3.17 Rejection of Defective Work :

3.17.1 The contractor will rectify the defective work in accordance with **Clause No. 3.14**.

3.17.2 If contractor fail to do so within a reasonable time, HDC may reject and replace the same at the cost of contractor, the whole, or any portion of the work, as the case may be, which is defective or fails to fulfill the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to HDC, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the contractor's bill.

3.18 Tender Price, Taxes, Duties and other Statutory Levies etc. :

3.18.1 Price to be quoted only in the Price Bid (priced Price Schedule) should strictly as per “**Price Schedule**”, **without any extraneous condition**. There should not be any change in the Format of un-priced “**Price Schedule**”. Except in the Price Bid, the price must not be mentioned / disclosed in any other place of tender/offer.

- 3.18.2** Quoted price for removal and placement of all 6 units of Camber Stoplog should be inclusive of all incidental charges, taxes and duties but **exclusive** of **Service Tax**. **Service Tax (if applicable) will be paid extra on submission of CENVAT- able document (please refer to Clause No. 3.21).**
- 3.18.3** Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and equipment and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 3.19 Price Variation :**
- 3.19.1** The prices – other than statutory taxes, duties and levies, as applicable – shall be firm and fixed till completion of the contract.
- 3.19.2** In case of any upward variation in any taxes, duties and other statutory levies etc. and/or new introduction of any taxes, duties and other statutory levies etc. of Central/State Government, which will be applicable to this Contract, Trustees will consider reimbursement of payment made against such increase of taxes, duties against documentary evidence of such payment made. In case of any downward revision in any taxes, duties and other statutory levies etc. and/or withdrawal/abolition of any taxes, duties and other statutory levies etc. the contractor will give due rebate, as would be effected by such revision or withdrawal/ abolition.
- 3.20 Extra Claim :**
- No claim for any detention / idle charges for labours, materials, equipments and machines organized by the contractor in connection with the work under the contract shall be payable by HDC, KoPT to the contractor under any circumstances whatsoever.
- 3.21 Service Tax :**
- Service Tax, if applicable for execution of work, will be paid extra on submission of CENVAT – able document.**
- Service Tax will be applicable on the amount of Liquidated Damage as well as on other recovery i.e. damage, penalty, land rate, electricity charges etc. as applicable, from the contractor.**
- 3.22 Modification/Alteration :**
- The existing design, dimensions along with the modification suggested, should be adhered to and shall not be altered without the Prior approval of General Manager (Engg.). Any addition during execution, if felt necessary, should be accepted subject to the approval of General Manager (Engg.), in writing, without imposing any additional cost.
- 3.23 Extended Stay Compensation :**
- Extended Stay Compensation for delay in execution of the contract **will not be paid.**
- 3.24 Storage of material :**
- The safe storage of material shall be the responsibility of the contractor. Any kind of damage (including due to atmospheric condition), theft, pilferage etc. shall be on contractors account.

3.25 Removal of Materials on Completion :

The contractor shall, on completion of the works or as and when directed by the Employer, remove all plant, equipment, tools, materials, temporary constructions, etc. which may have accumulated during the execution of the work at their own cost and arrangement, other than those permanently used into the works, at employer's site.

During execution of work any type of scrap generated out of HDC, KoPT's property inside the HDC, KoPT's premises is to be returned to HDC, KoPT.

3.26 Keeping the Site Clean :

The contractor shall maintain the site such a manner so that, pollution may not be caused due to stacking of any scrap/surplus materials, rubbish and offensive materials etc. and hindrance in movement of man/equipment may not be happened due to stacking of such type of materials.

3.27 Photography inside the Dock Zone is prohibited :

Without taking any written permission from the appropriate authority of HDC, KoPT any kind of photography whether **still or video/movie** inside the **Dock Zone** is prohibited.

In compliance to the above, the contractor must ensure that, any photograph of the work or any part thereof or plant employed by the contractor shall not be taken either by the contractor or by any of the sub-contractor(s) employed by the contractor, without the approval of HDC, KoPT and no such photograph shall be published or otherwise circulated in any manner without the approval of HDC, KoPT.

The contractor will be held responsible in case of violation of this clause.

3.28 Advertisement :

Without the written permission of HDC, KoPT the contractor shall not advertise in news paper and/or in electronic media and/or shall not display on any hoarding, fencing, building etc. in connection with this contract.

3.29 Payment Terms :

3.29.1 100% payment will be made within **30 (thirty) days** from the date of successful completion of the work duly certified by authorized representative of HDC, KoPT in accordance with Clause Nos. 3.14 & 3.15. Service Tax, if applicable for execution of work, will be paid extra on submission of CENVAT- able document.

Payment will be made through **ECS**, for which necessary information regarding Bank Account must be provided in the bill.

3.29.2 Income Tax Deduction :

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

3.29.3 No Interest on account of Delayed Payments :

Any claim for interest will not be entertained by HDC with respect to any payment or balance which may be in their hands owing to any disputes between HDC and the contractor or with respect to any delay on the part of HDC in making payment.

3.30 Force Majeure :

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. The term FORCE MAJEURE as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike excluding that of Contractor's Suppliers or Sub-contractor's Employees.

Upon the occurrence of such case and upon its termination the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later than 48 (forty eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

3.31 Indemnity :

3.31.1 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 HDC or to the lives, persons, property of others during the progress of the work.

3.31.2 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 his 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 commissioning and testing of equipment at site.

3.32 Workmen's Compensation :

The contractor shall indemnify HDC in the event of HDC being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same before completion of work to the General Manager (Engg.).

3.33 HDC, KoPT's Lien :

HDC, KoPT 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 HDC, KoPT 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 HDC, KoPT and the contractor.

3.34 Employer's Entitlement to Terminate :

3.34.1 The Employer shall be entitled to terminate the Contract, at the Employer's convenience, at any time after giving 56 days prior notice to the Contractor, with a copy to the Employer's Representative, and returning the performance security.

3.34.2 In the event of such termination, the Contractor shall :

- a) cease all further work, except for such work as may be necessary and instructed by the Employer's Representative for the purpose of making safe or protecting those parts of the Works 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 and
- d) remove all Contractor's Equipment, which is on the Site and repatriate all his staff and labour from the site.

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

3.34.3 In the event of such termination, the Employer's Representative shall determine the value of the work done and :

- 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 Works 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 all 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 Works and Contractor's Equipment from the site and the return of such items to the Contractor's works (or to any other destination at no greater cost) and
- e) the reasonable cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of such termination;
- f) return of HDC's plant, equipment, crane(s), machineries tools and tackles etc. which are deployed for the execution of work in good running condition and make payment accordingly.

3.35 Outbreak of War :

If during the continuance of the contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise materially affects the execution of the works, the contractor shall ,unless and until the contract is terminated under the provision in this clause contained use his best endeavours to complete the execution of the works provided always that either the Employer or the Contractor shall be entitled at any time after such outbreak of war to terminate this Contract by giving notice in writing to the other and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach.

3.36 Applicability of Laws on the Contract :

The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the Honourable 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 Contract Labour (Regulation & Abolition) Act, 1970.
- vi) Dock Workers (Safety, Health & Welfare) Act 1987.
- vii) The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only).
- viii) Indian Arbitration and Conciliation Act, 1996
- ix) Indian Electricity Rules, 1956 with latest amendments.
- x) Other Acts/Rules/Regulations which may applicable to the contract during execution of the same.

3.37 Other Terms and Conditions :

Notwithstanding anything contained herein, the contract will generally be guided by the **General Conditions of Contract (GCC)** of **Kolkata Port Trust**, duly approved by the Board of Trustees in May, 1993, as well as the Major Port Trust Act, 1963, and subsequent amendments thereof, if any, unless otherwise specified.

4. SCOPE OF WORK

4.1 Introduction:

The Camber Stoplog is used to seal the Camber from Lock Barrel at the Lock Entrance of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT). Each Camber Stoplog consists of 6 units, which are serially numbered 1 to 6. The Camber Stoplog unit No. 1 is placed at the bottom most position of the Camber groove, after installation of Camber Stoplog unit No. 1, other units (i.e. unit Nos. 2 to 6) are installed sequentially. Drawing No. 130.009 may be seen for reference. Scanned copy of said drawing [No. 130.009] is enclosed herewith.

Each of such unit of Camber Stoplog is located by locating pins while mounting is done with the help of a floating crane. Each unit are lowered inside the grooves provided in the Lock Cambers by its own weight with the help of a floating crane for which 2 lifting lugs are provided in each unit. Wooden seals with rubber flap are used for side seals and bottom seals and machined mild steel flats with rubber flats are used for sloping portion and bottom unit and in between two units.

The weight of different units of Camber Stoplog varies from 13 MT to 19 MT (approx.). The existing Camber Stoplog placed at the mouth of Intermediate Camber more than 4 years ago. The width of Lock Entrance, HDC is about 130 ft.

4.2 Scope of the Contractor:

The contractor has to remove all the 6 units of the existing Camber Stoplog sequentially from the mouth of Intermediate Camber by using Floating Crane/ Deck Top Crane Barge, lifting appliances including mechanical jack, hydraulic jack (as required) etc. of adequate capacity and to be placed on the shore.

Thereafter HDC would interchange the Caisson Gate (Caisson Gate No. 1) presently kept inside the Intermediate Camber with the Caisson Gate, which is being operated at the outer gate position (Caisson Gate No. 3), at present. HDC would place the outer caisson gate inside the Intermediate Camber.

As per advice of HDC's official, the contractor has to place sequentially all the 6 units of Camber Stoplog inside the grooves at the mouth of Intermediate Camber by using a Floating Crane/ Deck Top Crane Barge etc. of adequate capacity. 6 units of Camber Stoplog are to be placed in such a manner so that water leakage can be restricted to the extent possible as per satisfaction of HDC/KoPT by using sealing material (like oakum, jute & gunny bag).

For carrying out removal and placement of all the 6 units of Camber Stoplog, Floating Crane/ Deck Top Crane etc. to be placed inside the Lock Barrel. The said work is to be carried out with minimum shutdown, in view of minimum disruption of vessel movement

through Lock Entrance. Shutdown of Lock Entrance may be provided as per **Clause No. 3.12.**

Work will be inspected as per **Clause No. 3.14** and the work to be executed within the specified time in accordance with **Clause No. 3.15.**

Providing a Floating Crane/ Deck Top Crane Barge etc. of adequate capacity for removal and placement of Camber Stoplog, with all required lifting appliances like Slings, 'D'-Shackle, Hook, mechanical jack, hydraulic jack (as required) etc. of adequate capacity, as well as fuel, lubricant and other consumable etc. including operation of the said Floating Crane/ Deck Top Crane Barge etc. with necessary supervision will be under the scope of the contractor.

Accommodation, fooding, lodging, transport facility etc. of the contractor's personnel will have to be arranged by the contractor at their own cost.

The contractor should comply with the safety norms, including the provision of Dock Safety Act, Rules & Regulations, etc. in respect of carrying out the above work.

In pursuant Clause No. 1.2.19, the bidder has to submit necessary Plying Certificate of the vessel (i.e. Floating Crane/ Deck Top Crane Barge etc.), Test Certificates of lifting appliances, crane, etc. and load chart of the crane issued by the appropriate authority in their Techno-Commercial offer.

Prior to execute the work, the contractor should further submit necessary Plying Certificate of the vessel (i.e. Floating Crane/ Deck Top Crane Barge etc.), Test Certificates of lifting appliances, crane, etc. and load chart of the crane issued by the appropriate authority. Such documents should remain valid till successful completion of instant work.

Under water work, as required, with respect to Camber Stoplog removal and placement work is also under the Scope of the contractor. All the required diving gears, safety gears etc. for such under water work are to be arranged by the contractor at their cost.

Supply of all sealing materials (like oakum, jute & gunny bag) will also be under the scope of the contractor.

4.3 Scope of HDC, KoPT:

Handling of all 6 units of Camber Stoplog at shore (as required) will be under the scope of HDC.

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO. :.....

To

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

I/We

of

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

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

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

I/we have deposited the stipulated Earnest Money vide transaction No.
.....dated.....from.....
.....Branch of.....Bank.

I/we agree that the period for which the Tender shall remain open for acceptance shall not be less than 180 days.

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

WITNESS :

Signature :

Name :

(In Block Letters)

Address :

.....

.....

.....

Occupation :

Name of the

Tenderer :

Date :

Address :

.....

.....

*** Strike out which are not applicable.**

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]

UNPRICED

PREAMBLE OF PRICE SCHEDULE

- 1** Price to be quoted only in the Price Bid (priced Price Schedule) should strictly as per “**Price Schedule**”, **without any extraneous condition**. There should not be any change in the Format of un-priced “**Price Schedule**”. The Price Bid does not contain any thing other than the price. Price should be quoted both in figures and words. The tender may liable for outright rejection, if the same is quoted only in figures. Except in the Price Bid, the price is not mentioned/ disclosed in any other place of tender/offer.
- 2** Quoted price for removal and placement of all 6 units of Camber Stoplog should be inclusive of all incidental charges, taxes and duties but **exclusive of Service Tax. Service Tax (if applicable) will be paid extra on submission of CENVAT– able document** (please refer to **Clause No. 3.21**).
- 3** Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and equipment and things necessary in connection with the contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- 4** Other than the statutory Taxes, Duties Levies etc. quoted price should be remain firm during the currency of the contract.
- 5** Work under **Price Schedule** to be followed as per ‘Scope of Work’, ‘Drawing’, ‘Inspection and Testing’, etc. as mentioned in the Tender Document.
- 6** All consumable etc. will be under the scope of the contractor.

**Signature of the Tenderer
with Official Seal**

ANNEXURE – VII

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]

UNPRICED

PRICE SCHEDULE

Sl. No.	Description of Work
1.	<p>To carry out work for removal of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust as per Scope of Work and other terms and conditions of this instant tender.</p> <p style="text-align: center;">and</p> <p>To carry out work for placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust as per Scope of Work and other terms and conditions of this instant tender.</p> <p>N.B: Quoted price is inclusive of all incidental charges, taxes & duties but exclusive of Service Tax. Service Tax for execution of work (if applicable) will be paid on submission of CENVAT – able document.</p>

**Signature of the Tenderer
with Official Seal**

[SAMPLE FOR QUOTING PRICE PART]**PRICE SCHEDULE**

Sl. No.	Description of Work	Total Amount (lump-sum) [in Rs.]
1.	<p>To carry out work for removal of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust as per Scope of Work and other terms and conditions of this instant tender.</p> <p>and</p> <p>To carry out work for placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust as per Scope of Work and other terms and conditions of this instant tender.</p> <p>N.B: Quoted price is inclusive of all incidental charges, taxes & duties but exclusive of Service Tax. Service Tax for execution of work (if applicable) will be paid on submission of CENVAT – able document.</p>	<p>THIS IS A SAMPLE FOR QUOTING PART-II (PRICE BID) OF INSTANT TENDER. BIDDERS ARE REQUESTED NOT TO QUOTE HERE. THE PRICE PART TO BE QUOTED ONLINE ONLY.</p>

ANNEXURE – IX

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

DECLARATION OF THE BIDDER

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

**Sub: Tender for Carrying out removal and placement of Camber Stoplog at Intermediate
Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust.**

E-TENDER NO:.....

1. I / we have examined carefully, read, understood and accepted 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, drawing etc. I / we hereby tender and undertake to execute and complete the work required to be performed in accordance with all these Terms & Conditions of the instant tender.
2. I/We declare that my/our offer has no deviation from the Terms & Conditions of the instant Tender Document.
3. I /We have deposited requisite Earnest Money & Bid document fee.
OR
I /We have submitted documentary evidences for Micro & Small Enterprises (MSES) registered with NSIC (Under single point registration scheme) as per tender conditions.

[Please strike out the alternative which is not applicable in your case out of the following two and initial the same].
4. I/We, on behalf of my/our concern / company hereby declare that I/we or my/our associates have not been banned or de-listed or debarred by any Government or Quasi Government Agencies or Public Sector Undertaking in India.
5. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company is not associated with any other firm bidding for the instant work
6. I/We have not altered /deleted /added any Terms & Conditions in the tender document.
7. I/We, on behalf of my/our concern / company hereby declare that, price quoted only in the Price Bid [Part – II], strictly as per the “**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 our tender/offer

**Signature of the Tenderer
with Official Seal**

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]**EXPERIENCE DETAILS OF THE BIDDER**

The Tenderer must submit the information in this format.

In case of **Association** in the form of **Consortium** or **Joint Venture Agreement**, information for all the members of the **Association** should also be submitted in this format. Separate Sheet must be used in each case.

Number of orders executed during **last 7 years** [i.e. from **01.07.2008** to **30.06.2015**] with respect to work involving lifting work by using Floating Crane / Deck Top Crane Barge etc.

Sl. No.	Contract No. & Contract Period	Type of Contract	Name of the Employer/ place of work.	Number & type of Equipment (i.e. Floating Crane / Deck Top Crane Barge etc.) used to execute the work.	Actual Execution			Contract Value (Rs.)	Reference Document in support of execution of work
					From (Date)	To (Date)	Period (Month)		

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XI

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]

GENERAL INFORMATION OF THE BIDDER

The bidders must submit the information in this format.

1	Full name of the firm (IN CAPITAL LETTERS).	
2	Major area of business	
3 a)	Address of Registered Office / Head Office.	
b)	Name of the contact person at Head Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E–mail Address(es).	
f)	Website Address(es).	
g)	Place of Incorporation / Registration.	
h)	Year of Incorporation / Registration.	

4 a)	Address of the Branch Office, if any.	
b)	Name of the contact person at Branch Office.	
c)	Telephone Number(s).	
d)	FAX Number(s).	
e)	E-mail Address(es).	
5	Whether the Tenderer is a Proprietorship Firm or Partnership Firm or Limited Company .	
6	Turnover of the Tenderer for the last 3 Financial Years (ending on 31.03.2015).	
i)	2012 – 13	
ii)	2013 – 14	
iii)	2014 – 15	
7	Details of the Banker(s):	
a)	Name of the Banker(s), in full .	
b)	Address(es) of the Banker(s).	
c)	Telephone Number(s) .	
d)	FAX Number(s) .	

e)	E-mail Address(es).	
f)	Name(s) of the contact person(s).	
8	Details of Income Tax, Service Tax, Excise Duty, Sales Tax/VAT and Professional Tax (if applicable):	
a)	Service Tax Registration No.	
b)	Professional Tax Registration No. (if applicable).	
9	Trade License No.	
10	Employees Provident Fund (EPF) Code No.	
11	Employees State Insurance (ESI) Code No.	

Note: In case of '**Non-applicability**' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XII

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED, AS APPLICABLE]

**INFORMATION REGARDING LICENSING AGREEMENT/TECHNICAL COLLABORATION
AGREEMENT/JOINT VENTURE AGREEMENT**

If any Tenderer has a **Licensing Agreement** or a **Technical Collaboration Agreement** or a **Joint Venture Agreement** with other firm(s), information for all the **Technical Collaborator(s) / Licensor(s) / Partner(s)** should be submitted in the Table -1 and **Table – 2** given below.

Table – 1

Name of all the Technical Collaborator/Licensor/ Partner, indicating the name of the Leading partner (Partner-in-charge)		
Description		Name
Sl. No.	Leading partner (Partner-in-charge)	
1	Technical Collaborator/Licensor/ Partner	
2	Technical Collaborator/Licensor/ Partner	
3	Technical Collaborator/Licensor/ Partner	
4	Technical Collaborator/Licensor/ Partner	
5	Technical Collaborator/Licensor/ Partner	
6	Technical Collaborator/Licensor/ Partner	
7	Technical Collaborator/Licensor/ Partner	
8	Technical Collaborator/Licensor/ Partner	

Information for **each of the Technical Collaborator(s) / Licensor(s) / Partner(s)** should be submitted in Table – 2.

Table – 2

1	Full name of the firm (IN CAPITAL LETTERS).	
2	Major area of business	
3 i)	Address of Registered Office / Head Office.	
j)	Name of the contact person(s) at Head Office.	
k)	Telephone Number(s).	
l)	FAX Number(s).	
m)	E–mail Address(es).	
n)	Website Address(es).	
o)	Place of Incorporation / Registration.	
p)	Year of Incorporation / Registration.	

4 f)	Address of the Branch Office , if any.	
g)	Name of the contact person at Branch Office.	
h)	Telephone Number(s).	
i)	FAX Number(s).	
j)	E-mail Address(es).	
5	Whether the Tenderer is a Proprietorship Firm or Partnership Firm or Limited Company .	
6	Turnover of the Tenderer for the last 3 Financial Years (ending on 31.03.2015).	
i)	2012 – 13	
ii)	2013 – 14	
iii)	2014 – 15	

7	Details of the Banker(s):	
g)	Name of the Banker(s), in full .	
h)	Address(es) of the Banker(s).	
i)	Telephone Number(s) .	
j)	FAX Number(s) .	
k)	E-mail Address(es) .	
l)	Name(s) of the contact person(s) .	
8	Details of Income Tax, Service Tax, Excise Duty, Sales Tax/VAT and Professional Tax (if applicable):	
a)	Service Tax Registration No.	
b)	Professional Tax Registration No. (if applicable).	
9	Trade License No.	
10	Employees Provident Fund (EPF) Code No.	
11	Employees State Insurance (ESI) Code No.	

Note: In case of '**Non-applicability**' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XIII

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]

DETAILS OF KEY PERSONNEL

Details of key personnel involved in administration and execution of the subject work till completion, are to be furnished. The information in this regard should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

Sr. No.	Name in full	Designation	Qualification	Experience.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XIV

[DOCUMENT TO BE DOWNLOADED, FILLED IN, SIGNED, SCANNED AND UPLOADED]

DETAILS OF PLANT AND MACHINERY

The information regarding “Plants and Machineries” owned by the Tenderer, which will be using for the subject work, should be submitted in below mentioned format and separate sheets may be used to furnish necessary details, if required.

Sl. No.	Brief Description and Specifications of the Equipment.	Quantity	Year of installation/commissioning
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**Signature of the Tenderer
with Official Seal**

ANNEXURE – XV

[DOCUMENT TO BE DOWNLOADED, FILLED, SIGNED, SCANNED AND UPLOADED]

CURRENT COMMITMENTS IN HAND

Tenderer and each partner of Joint Venture (in case the tender is to be submitted by Joint Venture Company) should provide necessary information about their current commitments on all contracts that have been awarded, or for which a 'Letter of Intent' is placed or 'Letter of Acceptance' has been received or for contracts approaching towards Completion and Full Completion Certificate has yet to be issued. The information in this regard should be submitted in below mentioned format and separate sheets can be used to furnish necessary details.

In support of submitted information, the tenderer is required to submit copies of orders in hand or copies of 'Letter of Intent' as the case may be.

Sl. No.	Name of Client	Order Number/Reference Number and Date	Order Value	Date of Completion as per the Order	Estimated date of Completion
1.					
2.					
3.					
4.					
5.					
6.					

**Signature of the Tenderer
with Official Seal**

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

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

Tender for carrying out removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust.

Ref: Order No.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”]

WHEREAS

The Trustees are desirous that certain works should be executed by the Contractor, viz. work of **Removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust** and Completion of such work and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words expression shall have the same meanings as are respectively assigned to them in **General Conditions of Contract** hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
- (a) The said Tender / offer.
 - (b) The Letter of Acceptance of the Tender /offer,
 - (c) The General Conditions of Contract.
 - (d) Special Conditions of Contract, if any.
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Drawings.
 - (h) The priced Bill of Quantities.
 - (i) The Trustees' Schedule of Rates and Prices (if any).
 - (j) 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 Design, Execute and Complete the work and remedy any defects therein, in conformity with the provisions of the Contract, in all respects.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such Design, Execution and Completion of the work and the remedying of defects therein, the Contract Prices at the times and in the manner prescribed by the Contract.

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 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

ANNEXURE – XVIB

[In case the Contractor has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement with other Firm (s)]

FORM OF AGREEMENT

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

Tender for carrying out removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust.

Ref: Order No.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; WHEREAS the Contractor being the of , a Company organized and existing under the laws of with its Head Office at

AND WHEREAS

....., a Company organized and existing under the laws of (hereinafter called “.....”)

[Together hereinafter the “Parties”]

AND WHEREAS

- i. Contractor and have entered into an Agreement on and subsequent supplementary agreement executed on to cover the clauses of the aforementioned Tender invited by the Trustees.
and
- ii. The Trustees are desirous that certain works should be executed by the Contractor, viz. **Removal and placement of Camber Stoplog at Intermediate Camber of Lock Entrance under Haldia Dock Complex, Kolkata Port Trust** and have accepted a Tender / offer by the Contractor for Execution and Completion of such work and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words expression shall have the same meanings as are respectively assigned to them in **General Conditions of Contract** hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) The said Tender / offer.
 - (b) The Letter of Acceptance of the Tender /offer.
 - (c) The General Conditions of Contract
 - (d) Special Conditions of Contract.
 - (e) The Conditions of Tender.
 - (f) The Specification.
 - (g) The Drawings.
 - (h) The priced Bill of Quantities.
 - (i) The Trustees' Schedule of Rates and Prices (if any).
 - (j) Original Agreement dated and supplementary Agreement dated between the Contractor and the
 - (k) 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 Design, Execute and Complete the work and remedy any defects therein, in conformity with the provisions of the Contract, in all respects.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such Design, Execution and Completion of the work and the remedying of defects therein, the Contract Prices at the times and in the manner prescribed by the Contract.
5. In terms of the Original Agreement and Supplementary Agreement mentioned hereinbefore between the Contractor and the, the Contractor shall fulfill all contractual obligations with the Trustees in terms of the subject work as per the relevant Tender and other documents mentioned above AND the shall be jointly and severally responsible/liable for the performance of the Stacker-cum-Reclaimers in

terms ofstipulated in the Tender Document and subsequent Technical addendum issued thereon from time to time.

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 respective hands and seals).

For and on behalf of

HALDIA DOCK COMPLEX

KOLKATA PORT TRUST

(TRUSTEES)

SEAL

For and on behalf of

(CONTRACTOR)

SEAL

..... (The “.....”) does hereby reiterate and reconfirm their obligation and responsibilities solely for the purpose of clause nos., mentioned above.

FOR AND ON BEHALF OF

(THE)

SEAL

In presence of

General Conditions of Contract Forms And Agreements

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

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

AMENDMENT
TO
GENERAL CONDITIONS OF CONTRACT

❖ C1-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 139 OF THE TRUSTEES’ 10TH METING HELD ON 19.11.1999]

DEFINITIONS

CHAPTER-1

1. DEFINITIONS

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

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

1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority
2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.	Authority of Engineer’s Representative.
2.3	<i>The Engineer shall have full power and authority :</i>	
	(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.	Engineers’ Power
	(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.	
	(c) to order for any variation, alteration and modification of the work and for extra works.	
	(d) to issue certificates as per contract.	
	(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.	
	(f) to grant extension of completion time.	
2.4	<i>The Engineer’s Representative shall :</i>	
	(i) watch and supervise the works.	Power of Engineer’s Representative.
	(ii) test and examine any material to be used or workmanship employed in connection with the work.	
	(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.	
	(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.	
	(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.	
	(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and	
	(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.	
2.5	<i>Provided always that the Engineer’s Representative shall have no power :</i>	
	(a) to order any work involving delay or any extra payment by the Trustees,	Limitation of Engineer’s Representative’s Power.
	(b) to make variation of or in the works and	
	(c) to relieve the Contractor of any of his duties or obligations under the Contract.	

Engineer's Over-riding Power	2.6	<i>Provided also as follows :</i>
	(a)	Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
	(b)	If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
	(c)	Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
	3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES
The tender must encompass all relevant aspects/ issues	3.1	The Contractor shall, before making out and submitting his tender / offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
Site & Local condition.	(a)	The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
Drawing/ Specification/ Nature & extent of work to be done.	(b)	The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
Accommodation for Contractor's men/ materials.	(c)	The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.
Water for drinking etc. /Electrical power.	(d)	The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.
Payment of Taxes/duties and observance of all statutes.	(e)	Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there-under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/ partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

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

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Kolkata Port Trust" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia. Refund of E.M.
- (d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms.

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs. 1,00,000/-
C	Rs. 25,000/-	Any tender priced up to Rs. 50,000/-

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

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

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

Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his “No Claim” Certificate in Form G.C.3.

	(ii)	The Security Deposit/Earnest Money may be liable for forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.	Forfeiture of S.D.
3.6		If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases.
4.0		THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a)	The contract documents shall be drawn-up in English language.	English language to be used.
	(b)	The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts :	
	1.	The Contract Act (India), 1872.	Applicability of laws on the contract.
	2.	The Major Port Trusts Act, 1963.	
	3.	The Workmen’s Compensation Act, 1923.	
	4.	The Minimum Wages Act, 1948.	
	5.	The Contract Labour (Regulation & Abolition) Act,1970.	
	6.	The Dock Workers’ Act,1948.	
	7.	The Indian Arbitration and Conciliation Act (1940) (in the case of a definite Arbitration Agreement only).	
4.2		After acceptance of his Tender/Offer and when called upon to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.

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

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| 4.9 | Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so. | Contractor to submit his programme of work. |
| 4.10 | Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. | Contractor to supervise the works. |
| 4.11 | The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. | Contractor to deploy qualified men and Engineer's power to remove Contractor's men. |
| 4.12 | The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. | Contractor is responsible for line, level, setting out etc. |
| 4.13 | From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. | Contractor is responsible to protect the work. |

Contractor is responsible for all damages to other structures / persons caused by him in executing the work.	4.14	The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
Fossils, Treasure troves, etc. are Trustees' property.	4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
Contractor to indemnify the Trustees against all claims for loss, damage, etc.	4.16	<p>The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :</p> <ul style="list-style-type: none"> (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.
Dismantled materials Trustees' property	4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.
Contractor's quoted rates/price must be all inclusive.	4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following :</p> <ul style="list-style-type: none"> (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.

	<p>(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.</p> <p>(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.</p> <p>(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.</p>	
4.19	Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustees' enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Contractor.
4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work.
4.21	The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Contractor to provide facilities to outsiders.
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement.

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

5.6	Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval.
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials.
	(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 in writing.	Contractor to compensate for loss and damage to Trustees' materials.
	(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work.
	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.	Recovery from Contractor for Trustees' materials under normal circumstances.
	(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -	Recovery from Contractor for Trustees' materials under other circumstances.
	(1) The issue rate of the materials at the Trustees' Stores and	
	(2) The market price of the material on the date of issue as would be determined by the Engineer.	

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

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

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

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

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

Contractor to suspend work on Order from Engineer or his Representative.

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

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

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

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

5.12	When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.	Completion Certificate G.C.1.
6.0	TERMS OF PAYMENT :	
6.1	<p>No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.</p> <p>On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.</p>	All interim payments are advances till issue of Certificate in Form G.C.2
6.2	All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.	Payment on the basis of measurements at agreed rates.
6.3	For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.	Limitation for on account payment.
6.4	Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement	Recording of measurements.

shall be taken ex-parte by the Engineer’s Representative and those shall be accepted by the Contractor.

Contractor to prepare and submit his bills.

6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer’s Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the “net payable” sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees’ end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

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

Advance payment against Non-perishable materials.

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature.
- (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions.
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor’s materials.
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
- (v) in the event of storage of such materials within the Trustees’ protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees’ whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons.
- (vi) in the event of storage of such materials outside the Trustees’ protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii)	The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.	
6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment.
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor.
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender.
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : (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	Engineer's power to vary the works.
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract.
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15%, where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed.

Payment for extra or additional, or omitted work or substituted work, Engineer's powers.	7.5	(a)	The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
		(b)	The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
		(c)	All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.
		(d)	If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

8.0

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

Extension of completion time.	8.1	Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.
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- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.
- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

'Liquidated Damage' and other compensation due to Trustees .

Default of the Contractor remedies & powers/ Termination of Contract.

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

Contractor’s obligation for maintenance of work.

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

Certificate of final completion.

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

thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

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

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION.

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

- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5 *Provided always as follows :*

- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.

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

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

TENDER NO:- _____

To,

_____.

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

THE TOTAL AMOUNT OF TENDER Rs _____

(Repeat in words) _____

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

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

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature _____.

Name _____.
(In block letters)

Address _____.

_____.

_____;

Occupation _____

Name of the
Tenderer : _____.

Date : _____.

Address : _____.

_____.

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part. WHEREAS The TRUSTEES are desirous that certain works should be executed viz _____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works . NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

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

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR
SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 1

Contractor _____

Address _____

Date of completion : _____

Dear sir(s),
This is to certify that the following work viz :-

Name of work :
.....

Estimate No. E.E.O.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20____ in accordance with terms of the Contract and you are required to maintain the work as per Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 200_____

to the _____ day of _____ 200_____

Yours faithfully,

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

Name.....

Designation.....

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

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 2.

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

CERTIFICATE OF FINAL COMPLETION.

This is to certify that the following work viz:-

Name of work :

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

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

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

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

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

NAME.....

DESIGNATION.....

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)
Haldia Dock Complex
Kolkata Port Trust
Haldia.

(Attn:.....)

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

Dear Sir,

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

Name of work : _____

Work Order No :-_____ dt. _____

Contract No. _____ dt. _____

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

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....
.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be , of any nationalised Bank of India on Non-judicial Stamp Paper worth Rs 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata

Bank Guarantee No. _____ Date _____

Name of Issuing Bank.....
Name of Branch
Address

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate and duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs.....a Proprietary/ Partnership/ Limited / Registered Company, having its Registered Office at (hereinafter referred to as "the Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No.....dated.....(hereinafter referred to as "the said contract") for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we,Branch, Kolkata...../Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....) We,Branch, 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 contractor and the Trustees, there 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 ofday of20.....and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period uptoor 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 request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

5. 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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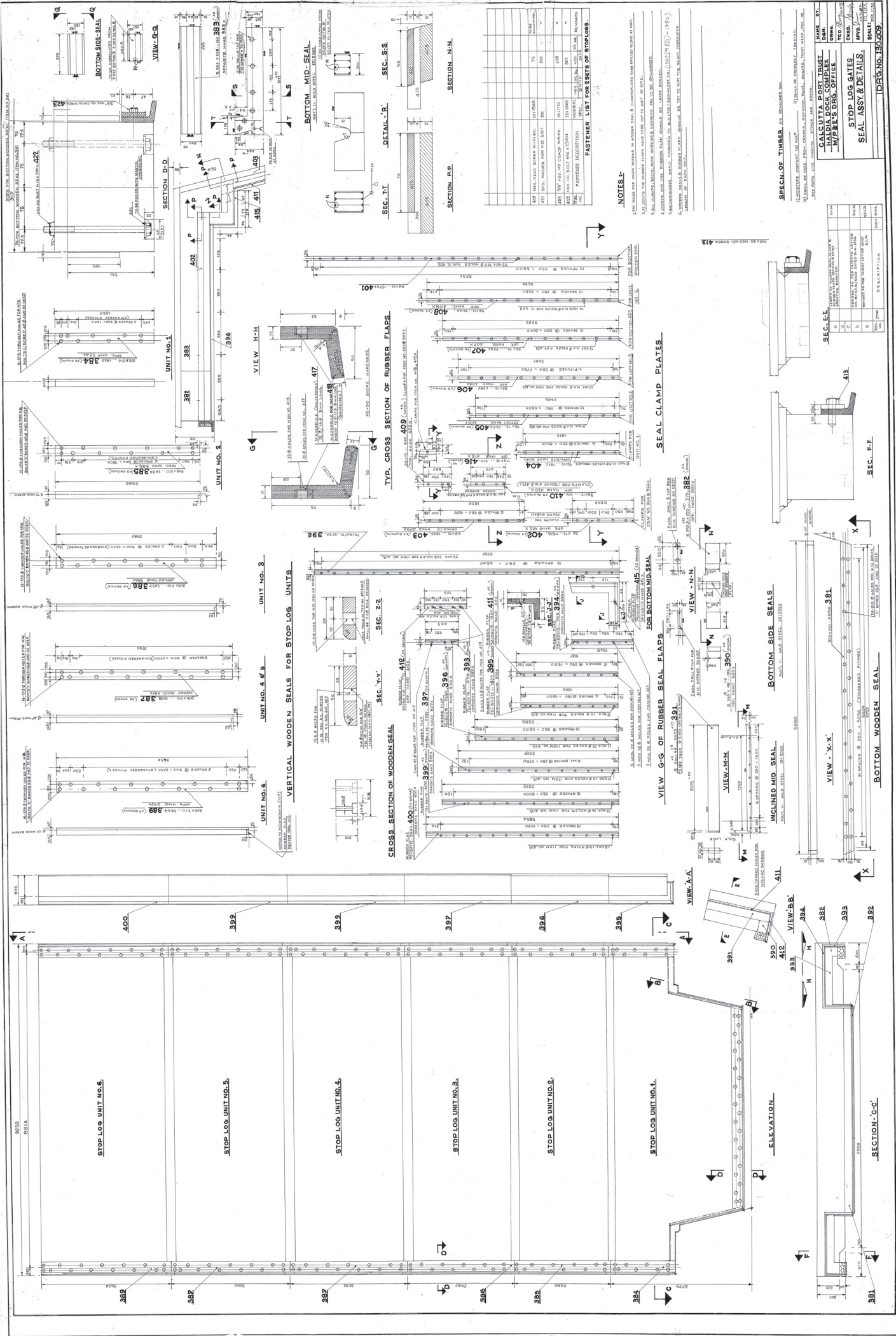
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GENERAL CONDITIONS OF CONTRACT

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10. INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	21-23



REV. NO.	REV. DATE	DESCRIPTION	DATE
a		RECEIVED FROM CLIENTS LETTER NO. 0001, 01/05/57 DATED 8-1-57N.	04/12/57
b		RECEIVED FROM CLIENTS LETTER NO. 0001, 01/05/57 DATED 8-1-57N.	04/12/57
c		RECEIVED FROM CLIENTS LETTER NO. 0001, 01/05/57 DATED 8-1-57N.	04/12/57
d		RECEIVED FROM CLIENTS LETTER NO. 0001, 01/05/57 DATED 8-1-57N.	04/12/57

413

EC. F.F.

Technical drawing of a wooden seal. The drawing shows a side view of a rectangular block with a circular hole in the center. The dimensions are given as follows:

- Overall length: 500 ± 20
- Overall width: 40 ± 5
- Overall height: 14 ± 2
- Inner hole diameter: 20 ± 0.5
- Inner hole length: 100 ± 5
- Inner hole position: 100 ± 5 (from left edge)
- Inner hole position: 100 ± 5 (from right edge)
- Inner hole position: 100 ± 5 (from top edge)
- Inner hole position: 100 ± 5 (from bottom edge)

The drawing is labeled "WOODEN SEAL" and "500 ± 20 (STANDARD PITCH)".

VIEW - "X-X"

21 SPACERS @ 8"

BAR

BOTTOM

Technical drawing of a mechanical part, likely a bracket or support. The drawing shows a cross-section of the part. Key dimensions and labels include:

- 392**: Dimension for the total width of the part.
- 393**: Dimension for the width of the top flange.
- 392**: Dimension for the total width of the part (repeated).
- 650**: Dimension for the length of the part.
- 392**: Dimension for the total width of the part (repeated).

TION - 'C-C'

Technical drawing of a mechanical part showing dimensions: 32.0, 26.2, 3.81, and 3.81.