

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**TENDER DOCUMENT FOR  
ANNUAL MAINTENANCE CONTRACT (AMC)  
OF 150 TVSE MAKE DOT MATRIX PRINTERS DEPLOYED  
AT VARIOUS LOCATIONS OF  
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST  
AT HALDIA, PURBA MEDINIPUR, WEST BENGAL, INDIA**

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**DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**NOTICE INVITING TENDER**

**Tender Number: Ad/007/Computers/Peripherals/2014**

Sealed two-part tender, in four envelopes, viz. Cost of Tender Document, Earnest Money, Techno Commercial Bid and Price Bid, are invited from bonafide and experienced organizations for annual maintenance contract of 150 dot matrix printers of TVSE make.

<b>Earnest Money Deposit</b>	<b>Cost of Tender Document</b>	<b>Last date and time of submission of tender</b>	<b>Date of opening of Techno- Commercial Bid</b>
INR 6660/-	INR 1000/-	1300 hours of March 25, 2014	1530 hours of March 25, 2014

Complete tender document is available only at <http://www.haldiadock.gov.in> & <http://www.kolkataporttrust.gov.in> & the Central Public Procurement Portal i.e. <http://www.eprocure.gov.in> (NIT only). Submission of only downloaded tender document is allowed as per rules laid down in the Tender Document. Tender document shall neither be issued by post nor sold.

In case there is an unscheduled HOLIDAY / BANDH / STRIKE on the prescribed last date of submission and opening of Bid, the next working day shall be treated as the scheduled prescribed day for the same.

Tender shall have to be deposited at the office of Manager (Administration), (Telephone: 03224-265490, 265419), HDC, KoPT, Jawahar Tower Complex, P.O. Haldia Township, PIN – 721607. Tenders submitted by FAX or email shall not be accepted.

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**[TECHNO-COMMERCIAL PART]**

**INSTRUCTIONS TO BIDDERS**

1. The "Cost of Tender Document" of INR 1000.00/- shall have to be deposited in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia under Cover – I. No other mode of payment shall be entertained. Offer submitted without "Cost of Tender Document" shall be rejected outright.
2. "Earnest Money" of INR 6660.00/- shall have to be deposited in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia under Cover – II. No other mode of payment shall be entertained. Offer submitted without "Earnest Money" shall be rejected outright.
3. The bidder shall submit "Techno-Commercial Bid" under Cover – III and "Price Bid" under Cover – IV in two separate sealed covers.
4. All the above 4 (four) sealed covers shall be again enclosed in an outer cover and sealed, which should be superscripted with the Name of Bidder, Tender Number and Subject. In other words, the outermost cover shall contain four separate sealed covers i.e., (i) Cost of Tender Document (ii) Earnest Money (iii) Techno-Commercial Bid and (iv) Price Bid.
5. For Micro & Small Enterprises (MSE) registered with NSIC:
  - 5.1 Micro & Small Enterprises (MSE) registered with NSIC under Single Point Registration Scheme are exempted from depositing Tender Document Cost and Earnest Money.
  - 5.2 Micro & Small Enterprises (MSE) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSE as notified by Government of India, Ministry of Micro, Small & Medium Enterprises (MSME), vide Gazette Notification dated March 26, 2012.
  - 5.3 If Micro & Small Enterprises (MSE) registered with NSIC intends to participate in the tender, for items for which they are not registered with NSIC, then they will have to deposit Tender Document Cost and Earnest Money, failing which their offer for those items will not be considered.

6. The offer must be submitted at the Office of Manager (Administration), HDC, KoPT at Jawahar Tower Office Complex, Haldia Township; District - Purba Medinipur, PIN - 721607 not later than 1300 hours of March 26, 2014 after which time and date no offer shall be accepted. Offers may also be sent by registered post so that it reaches this office by the above mentioned time and date.
7. The sealed envelopes containing "Cost of Tender Document", "Earnest Money" and "Techno-Commercial Bid" of the tender shall be opened at 1530 hours of March 26, 2014 at the Office of the Manager (Administration) at Jawahar Tower Office Complex, Haldia Township; District - Purba Medinipur, PIN - 721607 and any bidder or his authorized representative who wishes to be present at the time of the opening may do so. Offer without "Earnest Money" and / or "Cost of Tender Document" shall be rejected outright.
8. The "Price Bid" of only Techno-Commercially qualified bidders will be opened on a subsequent date for which date & time will be intimated separately to the techno-commercially qualified bidder(s).
9. The "Techno-Commercial Bid" shall contain only the Techno-Commercial Part of this tender document duly filled in and signed & stamped in all pages without price part.
10. The 'Price Bid' shall contain 'Schedule of Rates' duly filled in and signed. It is to be noted that the sealed envelope containing 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. It is impressed upon the bidder that the bidder must not stipulate his own terms and conditions in deviation to those provided in this tender document.
11. The tenderer shall be deemed to have understood the Special Conditions of the Contract, General Conditions of Contract, Scope of Work, Site Conditions etc. and any other aspect which may directly or indirectly affect the contract.
12. The tenderer shall have to submit copies of the following documents along with Techno-Commercial Bid (Eligibility) without which the offer would be liable for outright rejection:
  - 12.1 Copy of valid Professional Tax Payment Challan, if applicable.
  - 12.2 Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).
  - 12.3 Copy of valid Service Tax Registration Number / Code Number.
  - 12.4 Copy of PF Registration / Code.

- 12.5** Credential of having executed maintenance contract job(s) of dot matrix printers in reputed Private / Government organizations for minimum order value of INR 2 Lacs (cumulative in any number of orders) during last 5 (five) years ending December 31, 2013, which must be substantiated by Order Letter as well as proof of execution.
- 12.6** Audited Balance Sheet and Profit and Loss Account for the last three financial years. Average Annual Financial Turnover during the above mentioned period should be at least INR 1 Lac. If due dates (scheduled opening date of tender) falls within three months (April to June) of the closing of the latest financial year, the latest financial year shall be ignored and Financial Turnover of the three years, year previous to the latest financial year shall be considered.
- 13.** The tenderer may be required to produce the relevant documents as mentioned from Clause 12.1 to 12.6 above in original as and when required by HDC, KoPT.
- 14.** HDC, KoPT reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever. Any incomplete offer / offer without documents mentioned in Clause 12 above are liable to be rejected outright.
- 15.** Rate shall indicate break-up of all applicable taxes and charges as per the "Schedule of Rates". 'Rates' quoted must be in figures and words. In case there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid. The successful bidder must have cleared all duties with regard to Taxes, Insurance and have otherwise complied with all rules and regulations of the Central & the State Governments. HDC, KoPT shall not be liable to pay any money to the successful bidder at all in way of operation of this contract except that quoted in the 'Schedule of Rates'. All other aspects shall be at the cost, charges, expenses, risks and responsibilities, manpower and arrangements of the successful bidder.
- 16.** This quotation is for establishing the rates only. Order shall be placed as per HDC, KoPT requirement. HDC, KoPT also reserve the right to place the order either in full or in part.
- 17.** HDC, KoPT reserves the right to postpone the deadline for submission of Bids through notice.
- 18.** The tenderer shall furnish the address of his office, contact person with telephone number, FAX number and Email address, if any, as stated in "DECLARATION BY THE BIDDER" (ref: Appendix 2).



19. The offer shall remain valid for a period of 120 days from the date of opening of the techno-commercial bid. If, before expiry of this period, the Bidder amends his quoted rates or tender, making them unacceptable to the HDC, KoPT and / or withdraws his tender, the Earnest Money deposit shall be forfeited at the option of the Competent Authority of HDC, KoPT.
20. The successful Bidder shall be required to execute at his own cost and expenses a "Contract Agreement" as per Appendix 3 on a Non Judicial Stamp paper valued at Rs. 100/- or more signed jointly with HDC under official seals.
21. At any time up to the due date for submission of offer or even after opening of the bids, HDC, KoPT may, for any reason, whether at its own initiative or in response to clarification requested by the tenderer(s), modify the Tender Document by the issuance of Addenda. In order to facilitate prospective bidder(s), a reasonable time in which to take an Addendum into account, or for any other reason, HDC, KoPT may, at its discretion, extend the submission due date. Bidder(s) shall also be given reasonable time to respond to Addendum, if such is issued.
22. The successful vendor shall not assign the contract to any other agency without approval of HDC, KoPT.

**SPECIAL CONDITIONS OF THE CONTRACT**

**1. SCOPE OF WORK:**

- 1.1** Initially the defective Dot Matrix Printer units (ref: Appendix 4) shall have to be rectified to the satisfaction of Manager (Administration) or his representative for which a lump sum rate has to be indicated in the Schedule of Rates. If deemed necessary, the intending bidder may inspect the defective equipment at the Office of Manager (Administration), Jawahar Tower, Haldia – 721607 [Mon to Sat; 0930 to 1400 hours] prior to submission of bid.
- 1.2** The work comprises comprehensive onsite maintenance inclusive of all spare parts, all components including print heads, manpower, labor etc. of items (ref: Appendix 1) and keep all 150 units operational at all times. Except ribbons and cartridges, everything shall have to be maintained as part of this contract. The job accordingly includes attending complaint, fault isolation, rectification and reporting. If any spare part/component/unit is/are not repairable, the same shall have to be replaced with an equivalent or better one by the successful bidder at no extra cost. The assessment of performance of replaced unit/spare shall be the sole decision of Manager (Administration) or his representative. The bidder must note that reason for malfunctioning of units cannot be attributed to environmental condition.
- 1.3** This contract shall be deemed comprehensive inclusive of all Hardware and Driver Software support. Problems related to device driver malfunctioning are deemed to be covered under this contract and have to be attended accordingly. HDC shall provide required device drivers to the successful bidder during the contract period.
- 1.4** The successful bidder shall have to attend and rectify any malfunctioning unit within next two working days from the date of logging of complaint. The complaint shall be lodged by Telephone / Email. For the purpose of this contract, working day shall mean 0930 hours to 1730 hours of Monday through Saturday, except Trustees' holidays.
- 1.5** If any unit is not rectified within next two working days from the date of complaint, compensation (Liquidated Damage) @ INR 50/- per unit shall be imposed for delay of every day or part thereof.
- 1.6** In the event of intermittent failures of any unit for more than three times in a month and / or repetitive problems due to improper diagnosis or repair, the unit shall be treated as continuously down. If the contractor does not rectify the problem to the satisfaction of Manager (Administration) or his representative within the specified time limit, penal action will be taken against the contractor which may include termination of the contract.
- 1.7** Necessary Dock Permit for entering the Dock premises shall be provided by Haldia Dock Complex free of cost.

- 1.8** The successful bidder shall be responsible for call reporting in any frequency desired by Manager (Administration) or his authorized representative. Service Engineer(s) must have mobile phone (at the cost of the successful bidder) for contacting at any point of time.

**2. SERVICE ENGINEER:**

The successful bidder shall have to engage competent Service Engineer to attend and rectify the units at various locations of HDC along with sufficient tools & spares during the entire contract period. If required, unfurnished accommodation, on sharing basis, shall be provided to the service engineer free of cost. However, electricity and water bill of the said accommodation shall have to be paid by the successful bidder as per rule.

On expiry of the contract or in the event of termination of contract, the successful bidder shall vacate HDC's premises and give vacant, undisputed, peaceful possession within 7 days of expiry or termination of contract and remove all belongings within the stipulated time, failing which, HDC, KoPT shall remove all the belongings of the successful bidder at the risk and cost of the successful bidder and no claim in respect of damage or any other cost shall be entertained. Before handing over the possession of the aforesaid room to HDC, the contractor must make good the damage, if any, caused by him.

**3. PERIOD OF CONTRACT:**

- 3.1** The period of the contract shall be for one year from the date of placement of order letter.
- 3.2** The basic rates quoted by the bidder in the Schedule of Rates shall accordingly remain valid for the said and shall not undergo any variation whatsoever. However, in case of any change in taxes, statutory duties etc. (including Service Tax, if any), the total payable amount will vary accordingly.

**4. TERMINATION OF CONTRACT:**

- 4.1** If at any time during the period of contract it is observed that the performance of the contractor is not satisfactory and /or the contractor is taking inordinately long time for repair of the Dot Matrix Printer(s) and/or the Dot Matrix Printer(s) is/are not being maintained in working order and/or the legal obligations in respect of the maintenance of the Dot Matrix Printer(s) are not being fulfilled by the contractor, the Manager (Administration), Haldia Dock Complex, through his authorized representative shall assess the position and if he is in the opinion that the maintenance is not to the satisfaction of the management and/or legal obligations are not being fulfilled by the contractor, the Manager (Administration), Haldia Dock

Complex (HDC) shall terminate full or part of the contract after giving 7 days notice and his decision in the matter shall be final and binding on the contractor.

- 4.2** Upon termination of the contract, for the reasons not attributable to HDC as indicated in 4.1, the Manager (Administration), Haldia Dock Complex shall be entitled to carry on the services at the risk and expenditure of the contractor through an independent agency for the balance period of the contract. The Manager (Administration), Haldia Dock Complex shall also be entitled to recover from the contractor in addition to any other amount, compensation or damages that HDC is entitled to in terms of the other relevant clauses in the contract.

**5. ABANDONMENT OF WORK:**

In case of abandonment of the work of maintaining items detailed in Annexure –1 and not maintaining the same within the contract period, HDC shall be at liberty to make alternative arrangement at the sole risk and cost of the contractor.

**6. CONTRACTOR TO INDEMNIFY KOLKATA PORT TRUST:**

The contractor shall indemnify and keep indemnified Kolkata Port Trust and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure or default by the contractor in due performance of his obligations under this contract.

**7. AMENDMENTS:**

At any time, prior to the last date for submission of tenders, KoPT reserves the right to amend and modify the Tender Document by issuing Addenda. Such Addenda will be hosted only at <http://www.kolkataporttrust.gov.in> & <http://www.haldiadock.gov.in> .

**8. EARNEST MONEY:**

- 8.1** The Earnest Money shall be forfeited if the successful bidder fails to commence work in respect of items detailed at Appendix 1 & 4 from the date of the order letter.
- 8.2** The Earnest Money deposited by the unsuccessful bidders shall be refunded without any interest after finalization of the tender.

**9. SECURITY DEPOSIT:**

- 9.1** The successful bidder shall have to keep Security Deposit amounting to 10% of the order value. The Earnest Money deposited by the successful bidder will be converted to Security Deposit and the balance Security Deposit shall have to be deposited either in cash or in Bank Guarantee in a Non Judicial Stamp paper of

denomination of Rs. 65/- or more and as per proforma available at the office of Manager (Administration), Haldia Dock Complex within ten (10) working days from the date of the receipt of the order letter. In case of non receipt of Security Deposit as above, the same shall be deducted from the first two bills in equal installments.

- 9.2** The Security Deposit shall be held by the Manager (Administration), Haldia Dock Complex as security for due performance of the contractor's obligation under the contract. The security money shall be refunded (without interest) after successful completion of the contract subject to recovery of damage and/or loss incurred, if any, by HDC due to default on the part of the Contractor.

**10. PAYMENT OF BILLS:**

- 10.1** The payment to the contractor will be made quarterly. For the purpose of contract, months synchronize with the calendar month thereby making payment due (for the previous quarter) on 1<sup>st</sup> of next quarter (e.g. payment for the quarter April-14 to June-14 will be due on 1<sup>st</sup> July, 2014). The contractor shall submit bills (3 copies) after every quarter to the office of the Manager (Administration), HDC. The payment will be made within 30 days from the date of submission of clear bill. Bidder must mention their Bank Account, Name and Branch & address of Bank & other relevant details required by Finance Division, HDC for this purpose.

- 10.2** Payment to the contractor shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder.

- 10.3** Applicable taxes shall be paid extra.

**11. EVALUATION CRITERIA :**

The evaluation of the rates will only be made for the techno-commercially qualified bidders. Evaluation shall be on the basis of the quoted rate as per the Schedule of Rates along with (plus) tax component resulting in minimum financial impact to Haldia Dock Complex.

**12. FORCE MAJEURE:**

The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Flood, Sabotage, Hurricane / Cyclone and Strike, excluding strikes by the employees of the successful bidder. In the event of either party being rendered unable by Force Majeure to perform any obligation

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 last. Upon occurrence of such cause 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 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim. If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.

**13. OBLIGATIONS:**

The successful bidder shall strictly adhere to all rules and regulations as laid down by the Central & State Government, HDC, KoPT and other statutory Authorities in respect of this tender / contract. HDC, KoPT shall not be responsible for any damage to equipment, consumable, manpower etc. of the successful bidder during the entire duration of the contract. The successful bidder may, to protect his own interest, obtain suitable and sufficient coverage from the appropriate authority and no claim / correspondence on this account shall be entertained.

**14. COMPLIANCE WITH LAWS, RULES, ACTS, ORDINANCES ETC.:**

- 14.1** The successful bidder shall be required to comply with the relevant laws, rules, acts, ordinances etc. including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- 14.2** It will be the duty of the successful bidder to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the work. The successful bidder shall be fully responsible for any delay, damage, etc. and shall keep HDC, KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.
- 14.3** The successful bidder shall indemnify HDC, KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors. (d) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**15. DISPUTE:**

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC, KoPT shall be final and binding upon all parties.

**GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of KoPT, HDC for the Port of Kolkata is given as Appendix 5 of the tender document. Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.



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AT HALDIA, PURBA MEDINIPUR, WEST BENGAL, INDIA**

**[PRICE PART]**

**SCHEDULE OF RATES**

<b>Sl. No.</b>	<b>Description</b>	<b>Rate Excluding Tax (in Rs.) (In Figure )</b>	<b>Rate Excluding Tax (in Rs.) (In Words )</b>
1	Basic Rate: Charge for maintenance of items indicated in Appendix – 1 as per Tender Document <b>per month per unit.</b>  <b>(EXCLUSIVE OF ALL TAXES)</b>		
	One time lump sum rate for rectifying the Dot Matrix Printers as indicated in Appendix – 4 as per Tender Document.  <b>(EXCLUSIVE OF ALL TAXES)</b>		

**TAX COMPONENT(S) TO BE INDICATED AS UNDER: -**

<b>Description</b>	<b>Rate / Percentage (in Figure)</b>	<b>Rate / Percentage (in Words)</b>
<< Type of Tax >>		

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**(Signature & Stamp of the tenderer)****Address: -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix - 1****DETAILS OF DOT MATRIX PRINTERS TO BE MAINTAINED**

<b>Sl. No.</b>	<b>Dot Matrix Printer Brand</b>	<b>Dot Matrix Printer Model</b>	<b>Specification</b>	<b>Qty</b>
1	TVSE	TVS MSP 355 / TVS MSP 355 XLC / TVS MSP 455 XLC	Printable Column at 10 CPI : 136 No. of PIN of the Print Head: 24 Print Direction : Bi-directional / Uni-Directional Paper Feeding : Manual Insertion / Push Tractor / Pull Tractor Interfaces : Parallel Port Copy Capability : 1 original +3 Accessories : Power Cable & Data Cable	150

Tender No. Ad/007/Peripherals/2014

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Special Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my/our offer.
4. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
5. I / We have submitted copies of the required documents as mentioned at Clause 13 of the "Instructions to Bidders".
6. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
7. My local office and Registered office (if any) addresses and contact numbers are –

Address	Telephone	Fax

Date:

Signature of the bidder with office seal

**Witness:-**

	Name	Address	Signature
1			
2			

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

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz ..... and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Seal of \_\_\_\_\_  
was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

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

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

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

**LIST OF INITIALLY THE DEFECTIVE DOT MATRIX PRINTERS**

<b>Sl. No.</b>	<b>Dot Matrix Printer Brand</b>	<b>Dot Matrix Printer Model</b>	<b>Nature of Problem</b>	<b>Qty</b>
1	TVSE	TVS MSP 455 XLC	Malfunctioning / Not Working	15

**General Conditions Of Contract****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	"Successful vendor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Successful vendor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	Successful vendor
1.4	"Engineer" means the Board's official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Successful vendor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated.	Engineer
1.5	"Engineer's Representative" means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.	Engineer's Representative
1.6	"Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Temporary Works".	Works
1.7	"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
1.9	"Specifications" means the relevant and appropriate Bureau of Indian Standard's specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.	Specification
1.10	"Drawings" means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	"Contract" means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the 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.	Contract
1.12	"Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	"Site" means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other Lands or places provided by the Trustees for the purpose of the Contract.	Site
1.14	"Contract Price" means the sum named in the letter of acceptance of the Tender/Offer of the Successful vendor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	"Month" means English Calendar Month.	Month
1.16	"Excepted Risks" are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees 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).	Excepted Risks
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural

1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the Successful vendor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.	
2.1	The Successful vendor 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 Successful vendor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	<p><i>The Engineer shall have full power and authority :</i></p> <p>(a) to supply to the successful vendor 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 successful vendor shall carry out and be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims &amp; disputes of the Successful vendor and Trustees, as the first referee.</p> <p>(f) to grant extension of completion time.</p>	Engineer's Power
2.4	<p><i>The Engineer's Representative shall :</i></p> <p>(i) watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(iii) have power to disapprove any material and workmanship not in accordance with the contract and the successful vendor shall comply with his direction in this regard.</p> <p>(iv) take measurements of work done by the successful vendor for the purpose of payment or otherwise.</p> <p>(v) order demolition of defectively done work for its reconstruction all by the Successful vendor at his own</p>	Power of Engineer's Representative.

	<p>expense.</p> <p>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and,</p> <p>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Successful vendor.</p>	
2.5	<p>Provided always that the Engineer's Representative shall have no power :</p> <p>(a) to order any work involving delay or any extra payment by the Trustees,</p> <p>(b) to make variation of or in the works; and</p> <p>(c) to relieve the Successful vendor of any of his duties or obligations under the Contract.</p>	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows :</p> <p>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the successful vendor's cost and the successful vendor shall have no claim to compensation for the loss sustained by him.</p> <p>(b) If the successful vendor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.</p> <p>(c) Any written instructions or written approval given by the Engineer's Representative to the successful vendor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the successful vendor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.</p>	Engineer's Overriding Power
3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Successful vendor 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	The tender must encompass all relevant aspects/issues.

	aspects into consideration:	
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	Site & Local condition.
	(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/Specification/ Nature & extent of work to be done.
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Successful vendor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Successful vendor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Successful vendor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Successful vendor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Successful vendor.
3.2	The Successful vendor'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 Successful vendors 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	Amount of Earnest Money

	Value of Work	For Works Contract	For Contract of Supplying Materials or Equipment only.	Scale of E. M. Deposit
	Up to Rs. 1,00,000.00	5% of the estimated value of work	1% of the estimated value of work.	
	Over Rs. 1,00,000.00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.	
	(b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover.			Method of Paying E.M.
	(c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia.			Refund of E.M.
	(d) The enlisted (registered ) Successful vendors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale :			Exemption from E.M. to Regd. Firms
	Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender	
	A	Rs. 10,000/-	Any tender priced up to Rs.2,00,000/-	
	B	Rs. 5,000/-	Any tender priced up to Rs.1,00,000/-	
	C	Rs. 2,500/-	Any tender priced up to Rs.50,000/-	
	(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. (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.			Tender without EM liable to rejection.  Forfeiture of E.M. before Acceptance of offer.

	(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Successful vendor after cancellation of the previous Receipt of Earnest Money.			E.M. to be converted to part S.D.
	(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.			Mode of recovery of balance S.D.
	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of S.D. recovery.
	For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
	For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
	For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	
	(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.			S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/Successful vendor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.			No interest payable on E.M. /S.D

3.5	<p>(i) The Security Deposit shall be refunded to the Successful vendor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below.</p> <p>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 Successful vendor has submitted his "No Claim" Certificate in Form G.C.3.</p>	Mode of refund of S.D.
	<p>(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Successful vendor 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 Successful vendor under any other contract.</p>	Forfeiture of S.D.
3.6	<p>If stipulated in the contract as a Special Condition, the successful vendor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Successful vendor 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 Successful vendor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.</p>	Bank Guarantee in lieu of Cash S.D. in certain cases
4.0	THE CONTRACT & GENERAL OBLIGATIONS OF SUCCESSFUL VENDOR	
4.1	<p>(a) The contract documents shall be drawn-up in English language.</p>	English language to be used

	<p>(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :</p> <ol style="list-style-type: none"> <li>1. The Indian Contract Act, 1872.</li> <li>2. The Major Port Trusts Act, 1963.</li> <li>3. The Workmen's Compensation Act, 1923.</li> <li>4. The Minimum Wages Act, 1948.</li> <li>5. The Contract Labour (Regulation &amp; Abolition) Act, 1970.</li> <li>6. The Dock Workers' Act, 1948.</li> <li>7. The Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).</li> </ol>	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the successful vendor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Successful vendor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Successful vendors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Successful vendor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	All Drawings are Trustees' property.
4.5	The Successful vendor 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 Successful vendor's responsibility on the Engineer in any way whatsoever.	Successful vendor to prepare working / progress drawings



4.6	The Successful vendor 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 Successful vendor shall remain responsible (a) for the acts, defaults and neglect of any sub-successful vendor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Successful vendor 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.	Successful vendor cannot sub-let the work
4.7	Unless otherwise specified, the Successful vendor 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.	Successful vendors' price is inclusive of all costs
4.8	The Successful vendor 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 Successful vendor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Successful vendor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Successful vendor.	Successful vendor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
4.9	Whenever required by the Engineer or his representative, the Successful vendor 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 Successful vendor of any of his obligations under the contract.  If for any reason the successful vendor 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.	Successful vendor to submit his programme of work

4.10	Necessary and adequate supervision shall be provided by the Successful vendor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Successful vendor 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 Successful vendor subject to limitation in Clause 2.5 hereof. The Successful vendor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Successful vendor to supervise the works
4.11	The Successful vendor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Successful vendor to stop deployment of any of his staff, workmen or official at site and the Successful vendor 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.	Successful vendor to deploy qualified men and Engineer's power to remove Successful vendor's men
4.12	The Successful vendor 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 successful vendor 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.	Successful vendor 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 successful vendor 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 Successful vendor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the successful vendor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Successful vendor'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 Successful vendor during such repairs and replacement in the maintenance period.	Successful vendor is responsible to protect the work

4.14	<p>The Successful vendor 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 Successful vendor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Successful vendor's workmen. Cost of Insurance Cover, if any, taken by the Successful vendor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p>	<p>Successful vendor is responsible for all damages to other structures / persons caused by him in executing the work.</p>
4.15	<p>The Successful vendor 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.</p>	<p>Fossils, Treasure troves, etc. are Trustees' property</p>
4.16	<p>The Successful vendor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <ul style="list-style-type: none"> <li>(a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.</li> <li>(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.</li> <li>(c) Unauthorised obstruction or nuisance caused by the successful vendor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</li> <li>(d) Damage/injury caused to any highway and bridge on account of the movement of Successful vendor's plants and materials in connection with the work.</li> <li>(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting successful vendor's plants and materials.</li> <li>(f) The Successful vendor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</li> </ul>	<p>Successful vendor to Indemnify the Trustees against all claims for loss, damage, etc.</p>

4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property
4.18	<p>The Successful vendor's quoted rates shall be deemed to have been inclusive of the following :</p> <p>(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> <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 Successful vendor's men or those of his agency.</p> <p>(d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Successful vendor's or his Sub-Successful vendor's workmen, (iv) deployment of workmen of age less than 16 years.</p>	Successful vendor's quoted rates/price must be all inclusive
4.19	Every direction or notice to be given to the Successful vendor shall be deemed to have been duly served on or received by the Successful vendor, if the same is posted or sent by hand to the address given in the tender or to the Successful vendor's Site Office or in case of Trustee's enlisted successful vendor to the address as appearing in the Trustee's Register or to the Registered Office of the Successful vendor. 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 Successful vendor.
4.20	The Successful vendor and his Sub-successful vendor 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.	Successful vendor not to publish photograph or particulars of work

4.21	The Successful vendor 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 Successful vendor 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 Successful vendor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Successful vendor to provide facilities to outsiders
4.22	The work has to be carried out by the Successful vendor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Successful vendor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Successful vendor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Successful vendor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Successful vendor's tender/offer by the Trustees or within such preliminary time as mentioned by the Successful vendor in the Form of Tender or the time accepted by the Trustees. The Successful vendor 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 successful vendor.	Preliminary time to commence work and maintenance of steady rate of progress
5.2	The Successful vendor 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 Successful vendor.	Successful vendor's site office

5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the successful vendor 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 successful vendor, then the Engineer or his Representative shall order and the successful vendor 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 successful vendor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Successful vendor to observe Trustees' working hours
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the successful vendor 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.	Successful vendor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Successful vendor's cost.	Successful vendor 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 Successful vendor.	Successful vendor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the successful vendor in accordance with the contract, the following conditions shall apply;	
	(a) The Successful vendor 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 Successful vendor shall account for and look after the Trustees' materials

	(b) Being the custodian of the Trustees' materials, the successful vendor 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 Successful vendor 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.	Successful vendor 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 Successful vendor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Successful vendor 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 Successful vendor for extension of completion time of work
	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the successful vendor shall be recovered from the successful vendor'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 successful vendor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the successful vendor 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 Successful vendor for Trustees' materials under normal circumstances
	(e) If the Engineer decides that due to the successful vendor's negligence, any of the Trustees' materials issued to the successful vendor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the successful vendor in excess of normal wastage, then the value thereof shall be recovered from the successful vendor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -  (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.	Recovery from Successful vendor for Trustees' materials under other circumstances.

5.9	<p>The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Successful vendor shall comply with such order at his own expense and within the time specified in the order. If the successful vendor 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 successful vendor and after giving him a written prior notice of 7 days.</p>	Successful vendor to replace materials/work not acceptable to the Engineer or his Representative
5.10	<p>No work shall be covered up and put out of view by the successful vendor without approval of the Engineer or his Representative and whenever required by him, the successful vendor 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 successful vendor.</p> <p>The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.</p>	Successful vendor to seek approval of Engineer or his Representative before covering up any portion of work
5.11	<p>On a written order of the Engineer or his Representative, the successful vendor 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 successful vendor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –</p> <ul style="list-style-type: none"> <li>(a) otherwise provided for in the contract, or</li> <li>(b) necessary by reason of some default on the part of the successful vendor, or</li> <li>(c) necessary by reason of climatic conditions on the site, or</li> <li>(d) necessary for proper execution of the works or for the safety of the works or any part thereof.</li> </ul> <p>The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the successful vendor, as shall, in the opinion of the Engineer, be fair and reasonable.</p>	Successful vendor to suspend work on Order from Engineer or his Representative



5.11.1	If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the successful vendor in writing and the successful vendor shall stop further works in compliance of the same. The Successful vendor 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 successful vendor 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 Successful vendor 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 Successful vendor'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 Successful vendor 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 Successful vendor'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 Successful vendor 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 Successful vendor.	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 Successful vendor 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 Successful vendor or his Agent shall sign the Measurement Book at the end of such Measurements over the Successful vendor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Successful vendor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Successful vendor.	Recording of measurements
6.5	Based on the quantum of work and the value thereof computed in the Measurement Book, the Successful vendor 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 Successful vendor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.	Successful vendor to prepare and submit his bills

6.6	<p>At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Successful vendor, Provided always that –</p> <ul style="list-style-type: none"> <li>(i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,</li> <li>(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions,</li> </ul>	Advance payment against Non-perishable materials
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	<p>(iii) a formal agreement has been drawn up with the successful vendor, under which the Trustees secure a lien on the successful vendor's materials,</p> <p>(iv) the materials are safe-guarded by the successful vendor against losses, shortage and misuse due to the successful vendor postponing the execution of the work or otherwise,</p> <p>(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the successful vendor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the successful vendor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,</p> <p>(vi) in the event of storage of such materials outside the Trustees' protected areas the Successful vendor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.</p> <p>(vii) The amount of advance shall be recoverable from the successful vendor'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) &amp; (vi) above, shall be returned to the Successful vendor duly discharged by the Engineer on behalf of the Trustees.</p>	
6.7	No certificate of the Engineer or his representative shall protect the Successful vendor against or prevent the Trustees from obtaining repayment from the Successful vendor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Successful vendor on any account.	Recovery for wrong and over payment
6.8	No claim for interest shall be admissible or payable to the Successful vendor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Successful vendor 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 Successful vendor

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 successful vendor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	<p>The Engineer shall have the power to order the Successful vendor 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 Successful vendor upon receipt of such an order shall act as follows :</p> <p>(a) Increase or decrease the quantity of any work included in the contract.</p> <p>(b) Omit any work included in the contract.</p> <p>(c) Change the Character or quality or kind of any work included in the contract.</p> <p>(d) Change the levels, lines, position and dimensions of any part of the work, and</p> <p>(e) Execute extra and additional work of any kind necessary for completion of the works</p>	Engineer's power to vary the works
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	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 Successful vendor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed

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

8.1	<p>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 Successful vendor, cause delay in completing the work, the successful vendor 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 Successful vendor and his decision shall be binding on the Successful vendor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.</p>	Extension of completion time
8.2	<p>(a) If the Successful vendor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Successful vendor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.</p>	'Liquidated Damage' and other compensation due to Trustees
	<p>(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 Successful vendor. The payment or deduction of such compensation/damage shall not relieve the Successful vendor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Successful vendor'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 Successful vendor, after a minimum three days notice in writing has been given to the Successful vendor by the Engineer or his Representative.</p>	

8.3	<p>Without being liable for any compensation to the Successful vendor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Successful vendor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :</p> <ul style="list-style-type: none"> <li>(i) The Successful vendor has abandoned the contract.</li> <li>(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 Successful vendor's lapses.</li> <li>(iii) The Successful vendor 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.</li> <li>(iv) The Successful vendor 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.</li> </ul>	Default of the Successful vendors remedies & powers/Termination of Contract.
	<ul style="list-style-type: none"> <li>(v) The Successful vendor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</li> <li>(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the successful vendor 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.</li> <li>(vii) The Successful vendor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.</li> </ul>	
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 Successful vendor 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 Successful vendor's risk and expense and the Successful vendor 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 Successful vendor, had he duly completed the whole of the work in accordance with the contract.	



8.3.3	Upon termination of contract, the Successful vendor 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 Successful vendor until the work is completed by other agency and the Successful vendor's liabilities to the Trustees are known in all respect.	
9.0	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	
9.1	On completion of execution of the work the Successful vendor 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 Successful vendor 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 Successful vendor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Successful vendor in any manner deemed suitable by the Engineer.	Successful vendor's obligation for maintenance of work.
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 successful vendor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Successful vendor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Successful vendor of his obligations under the contract for full and final completion of the work.	Certificate of final completion

9.3	On completion of the contract in the manner aforesaid, the Successful vendor may apply for the refund of his Security Deposit by submitting o 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 Successful vendor, after making deduction therefrom in respect of any sum due to the Trustees from the Successful vendor.	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 Successful vendor.	Engineer's decision
10.2	If, the Successful vendor 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 Successful vendor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.	Arbitration.
10.3.1.	If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.	
10.3.2	The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.	

10.3.3	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.		
10.3.4	The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.		
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.		
10.3.6	The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.		
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.		
10.4	The Successful vendor 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 Successful vendor, 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 Successful vendor 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]	<p>Successful vendor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.</p> <p>No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the successful vendor after submission of certificate in Form G.C. 3 by him.</p>	
	[d]	<p>Successful vendor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.</p>	
	[e]	<p>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 Successful vendor.</p>	