

कोलकाता पोर्ट ट्रस्ट

Kolkata Port Trust

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

**Invitation**

**of**

**Quotation**

**for**

**“Procurement/Updation of Autodesk products at Civil Engineering  
Department, M&EE Department, Hydraulic Study Department & Estate  
Division”**

No : KOPT/KDS/CIV/T/2389/51    Dated 09.07.2019

### **IMPORTANT INSTRUCTION**

Prospective Applicants who wish to submit their documents/Quotation need to notify **Kolkata Port Trust** with their Contact Details (Name, Designation, Company details with address, Contact Number and Official Email ID) to Chief Engineer.

Details to be shared in below format-

1. Name of Applicant-
2. Designation –
3. Company Details with Address –
4. Contact Number –
5. Official Email ID-

### **Important Dates :**

The last date of submission of quotation: **17.07.2019 upto 15.00 Hours**

Date of opening of quotation: **17.07.2019 shortly after 15.00 Hours.**

## **SECTION-1: Disclaimer**

This Invitation of Quotation document has been prepared with adequate care. However, the Applicants should verify that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Engineer Kolkata Port Trust at below mentioned address:

The Office of the Chief Engineer, Kolkata Port Trust, 15 Strand Road, Kolkata – 700001.

Email: [ce@kolkataporttrust.gov.in](mailto:ce@kolkataporttrust.gov.in)

Neither, Kolkata Port Trust (KoPT) nor its employees will have any liability to any prospective Applicants under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this NIQ document. The applicable laws for the purpose are the laws of India. High Court of Calcutta will have jurisdiction concerning or arising out of this NIQ document. KoPT reserves the right to accept or reject any NIQ application. **KoPT also reserves the right to annul the selection process at any time without any liability.**

Before submitting the Quotation, the Applicants may gather all information regarding the exact site condition and any other information required for the purpose.

## **SECTION –2: Invitation for Proposals**

### **Notice Inviting Quotation for “Procurement/Updation of Autodesk products at Civil Engineering Department, M&EE Department, Hydraulic Study Department & Estate Division”**

1. KoPT invites Sealed quotations from interested authorised Resellers of M/s Autodesk Ltd for **“Procurement/Upgradation of Autodesk products at Civil Engineering Department, M&EE Department, Hydraulic Study Department & Estate Division”**.
2. The Applicants are expected to ensure that their quotations reach KoPT on or before the due date and time i.e on 17.07.2019 at 15-00hrs. In the event of due date being declared a holiday for KoPT, the due date for submission of the quotations will automatically stand extended till the following/next working day at the appointed time & venue. The quotations will be opened on the same day i.e. on 17.07.2019 shortly after 15-00hrs
3. The Proposals will be opened as per the details provided here. The Applicant/bidder/quotationer may choose/wishes to attend the Proposal opening at the office of KoPT.
4. All the pages of the quotation should be signed by the Applicant.
5. The quotation is to be submitted in hard copy.
6. No contractual obligation whatsoever shall arise from mere submission of the quotations.
7. The quotations will be evaluated through single stage methods on lowest offer basis.
8. The successful Applicant(s) shall have to sign an agreement with KoPT within the specified period.
9. Any information provided herein is intended only to help the Applicants to prepare a logical Proposal.
10. KoPT reserves the complete right to cancel the Proposal process / reject any or all of the Proposals / enter into agreement with successful Applicant at its sole discretion.
11. **All the applicants should produce copy of Certificate of Authorised Resellers from M/s Autodesk Ltd along with their application of quotation.**

#### **12.1 Scope of work:**

KoPT, at present, has the following existing licences of Autodesk products as per record:

Table-1

Product Line	# of Seats	Release	Asset Subscription Status	Agreement End Date
AutoCAD	1	2008	NONE	1/02/1900

AutoCAD	4	2018	Inactive	12/25/2017
AutoCAD Design Suite Standard	1	2018	Inactive	12/25/2017
AutoCAD Architecture	1	2005	NONE	1/02/1900
AutoCAD Architecture	1	2005	NONE	1/02/1900
AutoCAD Map 3D	4	2009	Inactive	6/06/2008
AutoCAD	2	2018	Inactive	1/19/2018
Autodesk AutoCAD Revit Architecture Suite	1	2008	Inactive	5/29/2007

KoPT intends to procure/update the existing Autodesk products at Civil Engineering Department, M&EE Department, Hydraulic Study Department & Estate Division as detailed in Table - 2.

The present work comprises of procurement/updation of AutoCAD products at Civil Engineering Department, Mechanical & Electrical Engineering Department, Hydraulic Study Department & Estate Division as per the following details:

Table-2

Department	Autodesk Product description	Quantity
Civil Engineering Department	AutoCAD - AD Commercial New Multi-user ELD 3-Year Subscription	4
Civil Engineering Department	Civil 3D 2020 Commercial New Single-user ELD 3-Year Subscription	1
Mechanical & Electrical Department	AutoCAD - Commercial New Multi-user ELD 3-Year Subscription	1
Hydraulic Department	AutoCAD - AD Commercial New Multi-user ELD 3-Year Subscription	1
Hydraulic Department	AutoCAD -AD Commercial New Single-user ELD 3-Year Subscription	1
Estate Department	AEC IC Commercial New Multi-user ELD 3-Year Subscription	2
Estate Department	Autodesk AutoCAD LT New Single-user ELD 3-Year Subscription	3
<b>Total</b>		<b>13</b>

All the products excluding one at Hydraulic Study Department are to be installed/updated at various offices of Kolkata Dock System at Kolkata Port Trust located at Kolkata. One of the Autodesk product of Hydraulic Study Department is to be installed at Baharampur, West Bengal.

The work has to be executed as per the direction and up to the satisfaction of the Engineer.

The subject work is required to be carried out with sufficient skill, supervision, quality control and techniques. The Applicants are, therefore, required to go through all the provisions of the tender document.

Unless otherwise specified, the work to be provided for by the applicant shall include but not be limited to the following:-

- a) The details of the product should be as per brochures of Autodesk Ltd.
- b) 3 Year Subscription benefits should include the following:
  - Onsite support for installation.
  - 3 Years onsite/online support.
  - Subscribe to Autodesk licenses to get flexibility and support benefits.
  - Technical support: Get access to support specialists, remote assistance, and online resources.
  - Up-to-date software as per latest technology made available by M/s Autodesk Ltd.
  - instant access to the latest features as per latest technology made available by M/s Autodesk Ltd.
  - Administrative tools as provided by M/s Autodesk Ltd.
  - Easily manage software licences, seats, and usage.
- c) Network Licence should include facilities like:
  - Installation of products on more computers than the number of licenses purchased. However, at any given time, the number of concurrent users will be limited to the number of network licences.
  - A network licensing system should have the facilities like use of an options file to configure several advanced licence management features. One of these is licence borrowing, which allows users to borrow a license for a limited time for use on a computer disconnected from the network. Another advanced feature is licence timeout, in which a license is sent back to NLM [Network License Manager] if the product has not been active for a specified time period.
- d) Prepare and submit for review and assessment to the Engineer how the work is actually going to be done.
- e) The Successful Applicant shall at all time carry out work in a manner creating least interference to existing services while consistent with the satisfactory execution of the same. The Successful Applicant shall execute the work in accordance with the direction of the Engineer-In-Charge.

## **12.2 Eligibility Criteria:**

Authorised Resellers of M/s Autodesk Ltd are only eligible to participate in this quotation.

**13. Location :**

The work shall have to be executed at various offices in Kolkata Dock System of Kolkata Port Trust located at Kolkata. Only one product of Autodesk has to be installed at Baharampur, West Bengal.

**14. Site Conditions & Method of work:**

The work shall have to be executed as detailed in the Scope of Work.

The Successful Applicant shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some activity for some duration, this shall be done in compliance with the instructions of the Engineer. The Applicant/bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

**15. Time of Completion:**

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects **within 15 days** from the date of placement of work order.

**16. Sufficiency of Notice Inviting Quotation:**

The Applicant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper completion, commissioning and maintenance of the work.

**17. Accessibility for Checking and Supervision:**

The successful applicant is to provide necessary arrangement for free access to the KoPT officer's and personnel for supervision and checking of the subject work at his own cost.

**18. Responsibility of the Successful Applicant for methodology of works:**

- i) The Successful Applicant shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Successful Applicant shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Successful Applicant for the execution of each item of the work supported by necessary details.

#### **19. Bid Document Fee:**

The intending bidders should submit the Bid Document Fee of **Rs.500/- (Rupees one thousand five hundred) plus 18% GST** only (non-refundable) **i.e. total Rs.590/-** separately to KoPT through DD/Banker's Cheque in favour of Kolkata Port Trust on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected.

#### **20. Earnest Money (EMD):**

The intending bidders should submit Earnest Money of **Rs.29,000.00 (Rupees twenty nine thousand only)** to KoPT as per NIQ through DD/Banker Cheque in favour of Kolkata Port Trust on any scheduled/Nationalised Bank payable at Kolkata, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded.

#### **21. Mode of submission of Bid Document Fee & EMD:**

EMD & Bid Document Fee will have to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, details to be in the NIQ documents.

#### **22. Refund of Earnest Money:**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders/Applicants without any interest after opening of Price bid of the Tender/[Quotation](#) document.

#### **23. Security Deposit:**

For the successful Applicant/Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the successful Applicant/Bidder each and every on-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.**

Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

#### **24. Delay/ Extension of time/ Liquidated Damage/ Termination of Contract :**

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

#### **25. Evaluation Criteria:**

The overall lowest offer among all the bids received complying with the criteria defined in the bid will be accepted by the Trustees.

#### **26. Terms of payment:**



**Payment will be made on installation and commissioning of the products after deduction of Security deposit as per NIQ.**

**27.Validity of Offer:**

The Quotation shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees , the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

## **SECTION –3:Instructions to the Applicants**

### **1. Mode of submission**

Quotation is to be submitted at the Contract Section of the C.E.'s Department at Head Office of Kolkata Port Trust at 15, Strand Road , Kolkata 700001 within 3.00PM on 17.07.2019. After that, no quotation will be accepted.

### **2. Changes in the Proposal Document:**

At any time, prior to the deadline for presenting Proposals, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by any Applicant may modify the Proposal documents by issuing an addendum in accordance with the provisions below:

- a. In case, any modification is made to the Proposal document or any clarification is issued which materially affects the terms contained in the Proposal document, the procuring entity shall be communicated with such modification or clarification.
- b. In case a clarification or modification is issued to the Proposal document, the procuring entity may, prior to the last date for submission of Proposals, extend such time limit in order to allow the Applicants sufficient time to take into account the clarification or modification, as the case may be, while submitting their Proposals.
- c. Any Applicant, who has submitted his Proposal in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Proposals, when changes are made to the Proposal document by the procuring entity provided that the Proposal last submitted or the Proposal as modified by the Applicant shall be considered for evaluation.

### **3. Period of Validity of Proposals :**

- a. Proposals submitted by the Applicants shall remain valid during the period specified in the Proposal document. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive Proposal.

### **4. Format and Signing of Proposals :**

- a. Applicants must submit their Proposals at office of the KOPT only. The Proposals can be submitted in person or by Post. Only such Proposal documents that reach the office of KoPT on or before the scheduled date **with the followings** will be considered:

Sl No	Documents Type	Document Format
1	Covering Letter – Proposal <b>in sealed envelope</b>	On Applicant's letter head duly signed by authorized

		signatory
Proposal Documents		
1	Letter of Application Form including quotation <b>in sealed envelope</b>	As per Annexure-1
2	Power of attorney for authorized signatory <b>in sealed envelope</b>	As per Annexure-2
3	Details of Applicant along with previous experience <b>in sealed envelope</b>	As per Annexure-3

- b. The Applicants should submit the proposal only in physical form [hard copy] as prescribed in this document.
- c. The Applicant should ensure that all the required documents, as mentioned in this Proposal document, are submitted along with the Proposal and in the prescribed format only. Non-submission of the required documents or submission of the documents in different format/contents may lead to the rejection of the Proposal submitted by the Applicant.
  - d. Applicants are advised to study all instructions, forms, terms, requirements and other information in the NIQ documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the NIQ document with full understanding of its implications.
- e. All the communication to KoPT including this NIQ and the Proposal documents shall be signed on each page by the authorized representative of the Applicant and authority letter should be attached with the Proposal.
- f. The NIQ should contain few other documents to be enclosed as per the Annexure D**

## **5. Cost & Language of Proposal :**

- a. The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Proposal process.
- b. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Applicant and the procuring entity, shall be written only in English Language.
- c. This NIQ does not bind KoPT to award a contract.

- d. All materials submitted by the Applicant become the property of KoPT and may be returned at its sole discretion.
- e. No submission fee or any other fee is required to submit NIQ proposal.

**6. Alternative/ Multiple Proposals :**

- a. Alternative/ Multiple Proposals from one Applicant shall not be considered.

**7. Deadline for the submission of Proposals :**

- a. Proposals shall be received in physical form at the office of KoPT and up to the time and date specified in the NIQ.
- b. Normally, the date of submission and opening of Proposals would not be extended. In exceptional circumstances or when the Proposal document are required to be substantially modified as a result of discussions in pre-Proposal meeting/ conference or otherwise and the time with the prospective Applicants for preparation of Proposals appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original EoI and shall also be placed on the KoPT website, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the Applicants for preparation and submission of their Proposals. The procuring entity shall also publish such modifications in the Proposal document in the same manner as the publication of initial Proposal document. If, in the office of the Proposals receiving and opening authority, the last date of submission or opening of Proposals is a non-working day, the Proposals shall be received or opened on the next working day.

**8. Withdrawal, Substitution, and Modification of Proposals :**

- a. An Applicant may withdraw its Proposal or re-submit its Proposal after it has been submitted before the deadline prescribed for submission of Proposals.
- b. Proposals withdrawn shall not be opened and processes further.

**9. Opening of Proposals:**

- a. The Proposals shall be opened in presence of authorized official(s) [referred as Proposal opening committee] of KoPT on the date and time mentioned in the NIQ i.e. on **17.07.2019 shortly after 15.00 hours** in the presence of the Applicants or their authorized representatives who choose/wishes to be present.
- b. A list of the Applicants or their representatives attending the opening of Proposals shall be prepared and their signatures will be obtained. In order to allow participation in the Proposal opening process, the Applicant's representatives are expected to bring an authority letter to the effect from the company.

c. The committee shall conduct a preliminary scrutiny of the opened Proposals to assess the prima- facie responsiveness and ensure that the: -

- i. Proposal is valid for the period specified in the Proposal document;
- ii. Proposal is unconditional
- iii. Other conditions, as specified in the Proposal document are fulfilled.
- iv. Any other information which the committee may consider appropriate.

#### **10. Selection Method:**

Only such Proposals that are complete in all respects shall be considered for evaluation. The decision of KoPT in this matter will be final.

#### **11. Exclusion of Proposals/ Disqualification:**

- a. A procuring entity shall exclude/ disqualify a Proposal, if any of the condition given below is satisfied:

the information submitted, concerning the qualifications of the Applicant, was false or constituted a misrepresentation;

- i. the information submitted, concerning the qualifications of the Applicant, was materially inaccurate or incomplete;
  - ii. the Applicant is not qualified as per pre-qualification/ eligibility criteria mentioned in the Proposal document;
  - iii. the Proposal materially departs from the requirements specified in the Proposal document or it contains false information;
  - iv. the Applicant, submitting the Proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - v. the Applicant, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. For the reasons given above, a Proposal can be excluded/ disqualified even at a later stage.

#### **12.Re-invitation of Proposals :**

KoPT may, at its own discretion, decide to re-invite the Proposals. The eligibility criteria and other conditions may be revised at the re-invitation stage.

### **13. Procuring entity's right to accept or reject any or all Proposals :**

The Procuring entity reserves the right to accept or reject any Proposal, and to annul (cancel) the Proposal process and reject all Proposals at any time, without thereby incurring any liability to the Applicants.

### **14. Cancellation of procurement process:**

- a. If the procurement process has been cancelled, it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. The procuring entity shall not open any Proposals or proposals after taking a decision to cancel the procurement and shall return such unopened Proposals or proposals.
- c. The decision of the procuring entity to cancel the procurement shall be communicated to all Applicants that participated in the process.

### **15. Code of Integrity for Applicants :**

- 1. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the Government.
- 2. The code of integrity includes provisions for:
  - i. Prohibiting
    - a. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - b. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - c. any collusion, Proposal rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
    - d. improper use of information shared between the procuring entity and the Applicants with an intent to gain unfair advantage in the procurement process or for personal gain;
    - e. any financial or business transactions between the Applicant and any officer or employee of the procuring entity;
    - f. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - g. any obstruction of any investigation or audit of a procurement process;

i. Direct or indirect canvassing on the part of the Applicant or his representative would be a disqualification.

ii. Disclosure of conflict of interest;

iii. Disclosure by the Applicant of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

3. Without prejudice to the provisions below, in case of any breach of the code of integrity by a Applicant or prospective Applicant, as the case may be, the procuring entity may take appropriate measures including: -

i. exclusion of the Applicant from the procurement process;

ii. Debarment of the Applicant from participation in future procurements of the procuring entity for a period not exceeding three years.

#### **16. Reservation of Rights :**

To take care of unexpected circumstances, KoPT shall reserve the rights for the following:

I. Extend the closing date for submission of the Proposal proposals.

II. Amend the Proposal requirements at any time prior to the closing date, with the amendment being notified to prospective Applicants.

III. Allow one or more Applicants to change their Technical proposal, if the same opportunity is given to all Applicants.

IV. To accept any Proposal not necessarily the highest, reject any Proposal without assigning any reasons and accept Proposal for all or anyone or more than one for which Proposal has been invited.

V. Terminate or abandon the Proposal procedure or the entire project whether before or after the receipt of Proposal proposals.

VI. Seek the advice of external consultants to assist KoPT in the evaluation or review of proposals.

VII. Make enquiries of any person, company or organization to ascertain information regarding the Applicant and its proposal.

VIII. Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

IX. The decision of KoPT in this matter shall be final.

## **17. Governing Law :**

The "Terms of Reference" shall be governed and interpreted as the Laws of India

## **18. Dispute resolution:**

In case any dispute arises between the Parties with respect of the Terms of Reference, including its validity, interpretation, implementation or alleged material breach of any of its provisions, both Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed by KoPT. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Kolkata. The award given by the arbitrator shall be final and binding on the Applicant. The language of arbitration shall be English.

Courts in Kolkata only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

## **19. Programme and Progress:**

The Applicant/Bidder shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The Applicant/Bidder shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

## **20. Responsibility of the Applicant/Bidder for methodology of works:**

- i) The Applicant/Bidder shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Applicant/Bidder shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.
- ii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling



materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Applicant/Bidder whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Applicant/Bidder.

#### **21 Quality Control: if applicable**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Applicant/Bidder will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

#### **22 Contract Price:**

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees’ as provided for in the Contract.

#### **23 COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948: if applicable**

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. **Superintending Engineer (Contract)/ EE(Design)**.

**The Contractor is to pay necessary ESI and EPF for the engaged labour as per the relevant Act implied for this job. Without the payment certificate or proof of the same bills will not be recommended for payment.**

#### **24.TAXES & DUTIES: -**

**The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT’s Account and is finally available to Kolkata Port Trust in terms

of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

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

If a dispute of any kind whatsoever arises between the Engineer and the successful Applicant/Bidder in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

## **26. Successful Applicant/Bidder to execute Contract Agreement:**

The Successful Applicant/Bidder after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The Successful Applicant/Bidder shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The Successful Applicant/Bidder shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Marine Department while executing the works. The **Superintending Engineer** in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the

contractor must keep the concerned **Superintending Engineer** of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The **Superintending Engineer** of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the **Superintending Engineer** should be informed promptly.

## **27 Calcutta Port Trust:**

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**".

## **28. Clarification of Bids:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Applicant/Bidder for clarification of his Tender/Quotation, including breakup/analysis of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders/Quotation.

No Applicant/Bidder shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Applicant/Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Applicant/Bidder to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

## **29 Working Period:**

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

## **30. Defect Liability Period:**

The defect liability period for the work is **3 (three) years** from the date of completion of the job. if any defect arises the contractor is bound to repair the same **or** take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor. However Security Deposit will be refunded on proportionate basis i.e. @ 35% for the first and second year and in the last year remaining 40%

**54. Errors in the B.O.Q :** In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

## **Annexure 1**

Letter of application

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

To,

The Chief Engineer,  
Kolkata Port Trust,  
15 Strand Road,  
Kolkata 700001  
Email:

**Subject: "Procurement/Updation of Autodesk products at Civil  
Engineering Department, M&EE Department, Hydraulic Study  
Department & Estate Division"**

Dear Sir,

In response to your invitation for Quotation for the captioned subject matter, we submit our quotation in the prescribed format. Accordingly we have submitted the details enclosed to this letter. We have gone through the entire document including corrigendum and unconditionally accept the same.

I / We agree that the period for which the Proposal shall remain open for acceptance shall not be less than one month. Our total quote for the job is Rs..... (In words ..... ) inclusive of all taxes and duties but excluding GST.

Dated:  
with Seal)

(Signature of Applicant

Name of the Applicant :

Occupation:

Address

Name :  
(In Block  
Letters)

**Annexure 2**

[Power of attorney for authorized signatory (To be submitted individually by each Applicant on Rs.100 non-judicial stamp paper)]

POWER OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EOI for < >, including signing and submission of all documents and providing information/ responses to < > in all matters before < >, and generally dealing with in all matters in connection with the said EOI. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.  
Executant’s Signature (Name, Title and Address)

I Accept

Attorney Signature

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. In case the Proposal is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

### **Annexure 3**

[Details of Applicant along with previous experience]

Applicant details

Name of the Applicant:

Applicant's Constitution (Proprietorship / Partnership / Private Limited / Public Limited):  
Country of incorporation: Address of corporate headquarters and its branch office(s), if any, in India:

Date of incorporation and/or commencement of business (attach registration/incorporation certificate):

Business Profile:

Total Experience (in years):

Details of individual (s) who will serve as the point of contact / communication for the purpose of this [Quotation](#):

Name:

Designation:

Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

**Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant:**

Name

Designation:

Company:

Address:

Telephone Number:

E-Mail Address:

Fax Number:

**Experience Details:**

S. No.	Particulars	Details
1	Name of the Project	
2	Cost of the project	INR ____ (Rupees .....)
3	Name of the Project	
4	Details of the project with regard to Eligibility Criteria under Section -2	
5	Time of Completion	
6	Value of Works	
5	Location, State, Country	Location /State / Country:
6	Proof of Experience	Yes/No,  If Yes, please provide documentary evidence

Authorised Signatory

Name:

Designation:

Date:

Company Seal:

Signature of the Authorized Signatory

**ANNEXURE – D**

**Photo copy of the following documents to be enclosed:-**

- i) GST registration certificate.
- ii) Valid Trade Licence(Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.EPF Registration Certificate.(**not required**)
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate ( **not required**)
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2017-18 2015-2016 and 2016-2017). The same should be audited as per relevant norms wherever required.
- ix) Bank Draft/ Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work (**to be mentioned in the letter head of the Firm**).



xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm).**

xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**

xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.

xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm.**

xvi) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

**N. B.-1** The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

**N.B.-2** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

**SCHEDULE T  
KOLKATA PORT TRUST**

**Annexure-C(Contd)**

**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time  
Of Submission Of Tender Offer)**

**(To be submitted with Part-I of Offer)**  
**Bidders must fill in the under noted columns.**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

**(To be submitted with Part-I of Offer) Annexure-C(Contd)**  
**SCHEDULE 'O' SHEET – 1**

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – :  
any special particulars as to Directors if desire to  
be stated.
- 5) Name, address and other necessary particulars of :  
Managing Agents, if any appointed by the  
Company.
- 6) Copies of Memorandum, Articles of Association :  
(with the latest amendments, if any).
- 7) Copies of audited balance sheets of the Company :  
for the last **three years**.

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of :  
registration.
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners :  
and the interest of each partner in the  
partnership – any special particulars as to  
partners if desired to be stated.
- 6) Whether the firm pays income tax over :  
Rs.10, 000/- per year

(To be submitted with Part-I of Offer)

**SCHEDULE 'O' SHEET – 2.**

C) In case of an Individual:

1) Full name and address of the Bidder any special :  
particulars of the Bidder if desired to be stated.

i) Name of the father of the Bidder. :

ii) Whether the Bidder carries on business in his own :  
name or any other name.

iii) When business was started and by whom. :

iv) Whether any other person is interested in the :  
business directly or indirectly, if so, name and  
address etc. of such persons and the nature of  
such interest.

6) Whether the Bidder pays Income Tax over Rs.10, :  
000/- per year.

Dated:

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(Full signature of Bidder)

कोलकाता पोर्ट ट्रस्ट

**Kolkata Port Trust**  
**सिविल इंजीनियरिंग विभाग**  
**CIVIL ENGINEERING DEPARTMENT**  
**BILL OF QUANTITIES**

**“Procurement/Updation of Autodesk products at Civil Engineering  
Department, M&EE Department, Hydraulic Study Department & Estate  
Division”**

TENDER NO : KOPT/KDS/CIV /T/2389/51 Dt. 09.07.2019

Tender Item No.	Department	Autodesk Product description	Quantity	Unit Price	Amount
1	Civil Engineering Department	AutoCAD - AD Commercial New Multi-user ELD 3-Year Subscription	4		
2	Civil Engineering Department	Civil 3D 2020 Commercial New Single-user ELD 3-Year Subscription	1		
3	Mechanical & Electrical Department	AutoCAD - Commercial New Multi-user ELD 3-Year Subscription	1		
4	Hydraulic Department	AutoCAD - AD Commercial New Multi-user ELD 3-Year Subscription	1		
5	Hydraulic Department	AutoCAD -AD Commercial New Single-user ELD 3-Year Subscription	1		
6	Estate Division	AEC IC Commercial New Multi-user ELD 3-Year Subscription	2		
7	Estate Division	Autodesk AutoCAD LT New Single-user ELD 3-Year Subscription	3		

	<b>Total</b>		<b>13</b>		
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Total tendered amount (in words).....  
.....

**[The prices quoted shall be including all statutory levies but excluding GST which will be paid extra.]**

Note: The offered prices are to be given considering rebate , as applicable, for the valid licenses of the AutoCAD software presently in use in Kolkata Dock System of Kolkata Port Trust as mentioned in Scope of Work.

Permanent Income Tax A/C.No... ..

Date:

\_\_\_\_\_  
(Signature of Applicant)

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

To

The Chief Engineer,

Kolkata Port Trust.

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

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) \_\_\_\_\_ **Not to mention here**

\_\_\_\_\_

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

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

Dated:

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name :

Address :

(In Block Letters)

Address :

Occupation :

# **General Conditions of Contract Forms and Agreements**

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

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**Including Addendum Sanctioned by the Trustees Meeting  
held on July, 2014**

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**KOLKATA PORT TRUST  
KOLKATA DOCK SYSTEM  
& HALDIA DOCK COMPLEX  
JULY , 2014**



## **GENERAL CONDITIONS OF CONTRACT**

	CLAUSE		PAGES
1.	AMENDMENT TO GENERAL CONDITIONS OF CONTRACT	...	GC 1
2.	DEFINITION	...	GC 2 – GC 3
3.	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE	...	GC 3 – GC 5
4.	THE TENDER/OFFER AND ITS PRE-REQUISITES	...	GC 5 – GC 9
5.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	...	GC 9 – GC 14
6.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	...	GC 14 – GC 17
7.	TERMS OF PAYMENT	...	GC 18 – GC 20
8.	VARIATION AND ITS VALUATION	...	GC 20 – GC 22
9.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT	...	GC 22 – GC 24
10.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	...	GC 24 – GC 25
11.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	...	GC 25 – GC 27
12.	FORMS GC-1, GC-2 , GC-3		
13.	FORM OF AGREEMENT		
14.	PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE		
15.	INTEGRITY PACT DOCUMENT: PROFORMA		
16.	DRAFT Memorandum of Understanding between Ko.P.T. & Transparency International India		

### GC - 1 **AMENDMENT** **TO**

### **GENERAL CONDITIONS OF CONTRACT**

## 6. CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES

Table under sub-clause (a)

PREVIOUS			AS AMENDED		
Estimate d Value of Work	Amount of Earnest Money		Estimate d Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only		For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work	Up to Rs. 10 Crore	2% 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/-.	Over Rs. 10 Crore	2% on first Rs. 10 Crore + 1% on the balance	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

**[ AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 210 OF THE TRUSTEES' MEETING HELD ON 26.02.2013 ]**

Table under sub-clause (d)

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

<b>C</b>	Rs 2,500/-	Any tender priced upto Rs 50,000/-	<b>C</b>	Rs 15,000/-	Any tender priced upto Rs 3,00,000/-
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**AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 82 OF THE TRUSTEES' MEETING HELD ON 12.10.2012 ]**

**GC - 2**

**1. DEFINITIONS**

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

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.

- 1.9 “Specifications” means the relevant and appropriate Bureau of Specification Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.

### GC - 3

- 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 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. Constructio  
nal Plant
- 1.13 “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. Site
- 1.14 “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions 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 Headings/

Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. **Marginal Notes.**

**1.19** Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. **Cost**

**2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.**

**2.1** The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. **Engineer’s Authority**

#### **GC - 4**

**2.2** The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative. **Authority of Engineer’s Representative**

**2.3** *The Engineer shall have full power and authority :* **Engineer’s Power**

(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.

(c) to order for any variation, alteration and modification of the work and for extra works.

(d) to issue certificates as per contract.

(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.

(f) To grant extension of completion time.

**2.4** *The Engineer’s Representative shall :*

**Power of Engineer’s Representative.**

(i) watch and supervise the works.

(ii) test and examine any material to be used or workmanship employed in connection with the work.

(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.

(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.

(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.

- (vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and
- (vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

## GC - 5

**2.5** *Provided always that the Engineer's Representative shall have no power :* **Limitation of Engineer's Representative's Power**

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

**2.6** *Provided also as follows :*

**Engineer's  
Overriding  
Power**

- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.

## **3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES**

**3.1** The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :

**The tender must encompass all relevant aspects/ issues.  
Site & Local condition.**

- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions,

including the likely charges and costs for temporary way-leave, if any, required for the work.

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| (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/<br>Specification<br>/<br>Nature &<br>extent of<br>work to be<br>done. |
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#### GC - 6

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| (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.   | Accommodation<br>for Contractor's<br>men/materials.              |
| (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.   | Water for<br>drinking etc.<br>/Electrical<br>power.              |
| (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. | Payment of<br>Taxes/duties<br>and observance<br>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<br>Stamp Duty<br>by the<br>Contractor.                |

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.	Disclosure of Owner's name.
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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.
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Estimated Value of	Amount of Earnest Money
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Work	For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.

#### GC - 7

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

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

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

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

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

- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them Forfeiture of E.M. before



- 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. Acceptance of offer.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

#### GC - 8

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

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

- 3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his “No Claim” Certificate in Form G.C.3. Mode of refund of S.D.**
- (ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.**

#### **GC - 9**

- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases**
- 3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”**

#### **4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR**

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| 4.1 | (a) The contract documents shall be drawn-up in English language.   | English language to be used                             |
| (b) | The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :   | Applicability of laws on the contract                   |
| 1.  | The Contract Act (India), 1872.   |   |
| 2.  | The Major Port Trusts Act, 1963.  |   |
| 3.  | The Workmen's Compensation Act, 1923.   |   |
| 4.  | The Minimum Wages Act, 1948.  |   |
| 5.  | The Contract Labour (Regulation & Abolition) Act, 1970.   |   |
| 6.  | The Dock Workers' Act, 1948.  |   |
| 7.  | The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).   |   |
| 4.2 | After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract. | Contractor to Execute Contract Agreement.               |
| 4.3 | Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.   | Interpretation of contract documents – Engineers' Power |

#### GC - 10

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| 4.4 | Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.  | All Drawings are Trustees' property.              |
| 4.5 | The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.  | Contractor to prepare working / progress drawings |
| 4.6 | The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always | Contractor cannot sub-let the work                |

that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause.

- 4.7 Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work. Contractors’ price is inclusive of all costs
- 4.8 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor. Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
- 4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. Contractor to submit his programme of work

#### GC – 11

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

- 4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. Contractor to supervise the works
- 4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. Contractor to deploy qualified men and Engineer’s power to remove Contractor’s

men

- 4.12 The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. Contractor is responsible for line, level, setting out etc.
- 4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. Contractor is responsible to protect the work

#### GC – 12

- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. Fossils, Treasure travois, etc. are Trustees' property
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : Contractor to Indemnify the Trustees against all

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

**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

#### GC – 13

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following :** Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

- (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.

- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor not to publish photograph or particulars of work

#### GC – 14

- 4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default. Contractor to provide facilities to outsiders
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. Trustees' lien on Contractor's Plant & Equipment.
- 5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Preliminary time to

Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.

- 5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. Contractor's site office
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Trustees' working hours

#### GC – 15

- 5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials. Contractor to supply all materials as per requirement of the Engineer or his representative
- 5.5 Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer. Materials & Works
- 5.6 Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost. Contractor to submit samples for approval
- Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor. Contractor to arrange all testing at his own cost.
- 5.8 Regarding the supply of any materials by the Trustees to the



contractor in accordance with the contract, the following conditions shall apply :

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| <p>(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.</p>   | <p>The Contractor shall account for and look after the Trustees' materials</p>  |
| <p>(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.</p>  | <p>Contractor to compensate for loss and damage to Trustees' materials</p>  |
| <p>(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.</p> | <p>Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work</p> |

#### GC – 16

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| <p>(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.</p> | <p>Recovery from Contractor for Trustees' materials under normal circumstances</p> |
| <p>(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -</p>   | <p>Recovery from Contractor for Trustees' materials under other circumstances.</p> |
- (1) The issue rate of the materials at the Trustees' Stores and
  - (2) The market price of the material on the date of issue as would

be determined by the Engineer.

- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days. Contractor to replace materials/work not acceptable to the Engineer or his Representative
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work

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

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

(a) otherwise provided for in the contract, or

(b) necessary by reason of some default on the part of the contractor, or

(c) necessary by reason of climatic conditions on the site, or

(d) necessary for proper execution of the works or for the safety of the works or any part thereof.

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

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

**5.12** When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned. Completion Certificate G.C.1.

**6.0 TERMS OF PAYMENT :**

- 6.1** No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2** All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
- 6.3** For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance. Limitation for on account payment
- 6.4** Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. Recording of measurements

- 6.5** Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. **Contractor to prepare and submit his bills**
- 6.6** At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, **Advance payment against Non-perishable materials**
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

- (vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the

Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

- (vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

- |                                   |   |  |
|-----------------------------------|---|--|
| 6.7                               | No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.                        | Recovery for wrong and over payment        |
| 6.8                               | No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise. | Interest not admissible to Contractor      |
| 7.0 VARIATION AND ITS VALUATION : |   |  |
| 7.1                               | The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.   | Quantities in Bill of Quantities of Tender |
| 7.2                               | The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :   | Engineer's power to vary the works         |

- 7.2 (a) Increase or decrease the quantity of any work included in the

contract.

(b) Omit any work included in the contract.

(c) Change the Character or quality or kind of any work included in the contract.

(d) Change the levels, lines, position and dimensions of any part of the work, and

(e) Execute extra and additional work of any kind necessary for completion of the works

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. Variation by engineer do not vitiate the contract

7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers

(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.

(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

(d) If the nature or amount of any omission or addition relative to

the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

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

- 8.1** Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.
- 8.2** 6) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, 1/2% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding.
- Extension of completion time
- 'Liquidated Damage' and other compensation due to Trustees

- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The



payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

- 8.3** Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- Default of the Contractors remedies & powers/Termination of Contract.**
- (i) The Contractor has abandoned the contract.
  - (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
  - (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer'' or his Representative'' written notice to proceed with the work.
  - (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
  - (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
  - (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
  - (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

- 8.3.1** Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor

shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

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

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

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

## 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

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

Contractor's obligation for maintenance of work.

## GC – 25

9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the

Certificate of final completion

Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

- |         |   |                            |
|---------|---|----------------------------|
| 9.3     | On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (I) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his "No further claim" Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer's recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. | Refund of Security Deposit |
| 10.0    | INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION  |                            |
| 10.1    | In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.                          | Engineer's decision        |
| 10.2    | If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.  | Chairman's award.          |
| 10.3    | If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.  | Arbitration.               |
| 10.3.1. | If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.   |                            |

GC - 26

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|--------|--|
| 10.3.2 | The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.   |
| 10.3.3 | The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, |

enlarge the time for making and publishing the award, with the consent of the parties..

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

GC – 27

- [c]** Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.  
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
- [d]** Contractor's claim / dispute raised beyond the time limits

**prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.**

- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.**

**(TO BE SUBMITTED WITH COVER- I OFFER)**

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER (UNPRICED)**

To

The Chief Engineer

Kolkata Port Trust

I/We \_\_\_\_\_

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

I / We have deposited with the Trustees' FA & CAO, KoPT vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

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

\_\_\_\_\_  
Dated :  
Bidder with Seal)

(Signature of

**WITNESS :**

Name of the Bidder :

Signature :

Name : (In  
Block Letters)

Address :

Address :

Occupation:

**KOLKATA PORT TRUST**

**FORM G.C.1**

**Contractor** \_\_\_\_\_

**Address** -----

-----

**Date of completion :**

**Dear sir(s),**

**This is to certify that the following work viz :-**

**Name of work :** .....

.....

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

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

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 2000 to \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

Yours faithfully,

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

Name.....

Designation.....

OFFICE SEAL

**KOLKATA PORT TRUST**  
**FORM G.C.2.**

**Certificate of Final Completion.**

The Financial Adviser & Chief Accounts Officer  
Kolkata Port Trust

This is to certify that the following work viz:-

Name of work : .....

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

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

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

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

**KOLKATA PORT TRUST**  
**FORM G.C.3**

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Chief Engineer  
Kolkata Port Trust  
Haldia.  
(Atten:.....)

Dear Sir,

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

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

\_\_\_\_\_

Work Order No :- \_\_\_\_\_

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

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

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

Yours faithfully,



the Contractor)

(Signature of

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)

## **KOLKATA PORT TRUST**

### **PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - i. The said Tender/Offer & the acceptance of Tender/ Offer.
  - ii. The Drawings.
  - iii. The General Conditions Of Contract.
  - iv. Special Conditions Of Contract (If any).
  - v. The Conditions Of Tender.
  - vi. The Specifications.
  - vii. The Bill Of Quantities.

viii.All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

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

have executed these presents on the day and year first above written.

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

Was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

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

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

Address

:-

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

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Board of Trustees for the Port of Kolkata,

15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the "EMPLOYER" which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR " which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a 'CONTRACT' bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for " \_\_\_\_\_ " and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees \_\_\_\_\_ only) to the EMPLOYER.

We, the \_\_\_\_\_ Bank, \_\_\_\_\_, Kolkata/ Haldia having its Head Office at \_\_\_\_\_ (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto \_\_\_\_\_ without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEE and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs \_\_\_\_\_ (rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010 ..... at  
.....

WITNESSES

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(Signature)

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(Signature)

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(Name)

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(Name)

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(Official address)

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(Designation with Bank Stamp)  
+ Attorney as per power of Attorney No.

Dated .....