

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**TENDER FOR SURVEY OF  
LAND & DEVELOPMENT AND  
MAINTENANCE OF WEB  
BASED LAND ASSET  
MANAGEMENT SYSTEM AT  
HALDIA DOCK COMPLEX,  
KOLKATA PORT TRUST**

**TENDER NUMBER  
AD/E/1251/GIS/2015/1**

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**SURVEY OF LAND & DEVELOPMENT AND MAINTENANCE OF WEB BASED LAND  
ASSET MANAGEMENT SYSTEM AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**TENDER NUMBER – AD/E/1251/GIS/2015/1**

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## **DISCLAIMER**

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

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

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

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

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

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

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

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**TENDER NUMBER – AD/E/1251/GIS/2015/1**

**NOTICE INVITING TENDER**

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites sealed tenders, in four parts, viz. Tender Document Preparation Cost, Earnest Money, Techno Commercial Part and Price Part from qualified, registered, bonafide and reputed organizations for captioned work as per the following –

<b>Earnest Money Deposit</b>	<b>Tender Document Preparation Cost</b>	<b>Date Of Pre - Bid Meeting &amp; Site Inspection</b>	<b>Last Date And Time Of Submission Of Tender</b>	<b>Date Of Opening Of Techno-Commercial Bid</b>
INR 190000.00	INR 1000.00	1100 hours of February 27, 2015	1500 hours of March 09, 2015	1530 hours of March 09, 2015

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

Bid/Tender shall have to be deposited at the Office of Senior Deputy Manager (Administration), (Tel: 03224-263178), HDC, KoPT, Jawahar Tower, P.O. Haldia Township, Purba Medinipur, West Bengal, India, PIN – 721607. Bid/Tender submitted by FAX or email shall not be accepted.

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**1 PROJECT BACKGROUND**

- 1.1** HDC, KoPT is a premier dock system in eastern India under the Ministry of Shipping; Government of India handling vessels and cargo to cater the demand of a vast hinterland. HDC manages vessel and cargo operation of around 2400 vessels of various types annually, handling more than 28 million tons of cargo. There are 14 modern berths within the impounded dock system in addition to 3 riverine oil jetties.
- 1.2** Presently, HDC, KoPT handles its day-to-day management and operational activities through the computerized online integrated Enterprise Business Application Software (EBAS). The integrated EBAS was developed by National Informatics Centre (NIC) and has been in operation since 2003.
- 1.3** The land and estate management software module of the aforesaid integrated EBAS takes care of operational activities related to land allotment at HDC and the finance software module takes care of the financial perspective of the same. As indicated, these modules are integrated in nature.
- 1.4** With the objective of publishing operational and financial information of land allotment within the Dock Interior Zone (DIZ) of HDC over the web, the Competent Authority of HDC, KoPT has decided to put in place a system which shall, as an end result, provide information to stakeholders of the port over the World Wide Web in respect of land allotment at HDC, KoPT thereby increasing awareness regarding the process as a measure of electronic governance. The proposed system will provide the end result based on the inputs made on a regular basis in the existing integrated land and estate software module and finance software module.
- 1.5** Senior Deputy Manager (Administration), HDC, KoPT with Office Address: Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607 shall be the "ENGINEER OF THE CONTRACT". For successful commissioning of the project, HDC, KoPT shall be responsible for providing shared air-conditioned room space in the server room, raw power and one global IP only.

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**2 SCOPE OF WORK:**

**PART A**

**2.1** The successful tenderer shall be responsible for commissioning the entire integrated Land Asset Management System (LAMS) solution, which shall comprise but shall not be limited to –

**2.1.1 Survey:**

(A) The work will involve carrying out a detailed survey for entire Dock Interior Zone (DIZ) of the port area of HDC of approximately 921 acres using Total Station (with leaser accuracy 5 mm and angular accuracy 2 second) & Differential Global Positioning System (DGPS) & auto level and preparation of full scale drawing showing physical features like buildings, transit sheds, warehouses, railway tracks, roads, yards, docks, wharves, jetties, light towers & poles, electric lines, computer lines, telephone lines / poles, overhead tanks, ground level tanks, water lines, pump rooms, storm water drains, wells, fences, compound wall and allied structures, etc. The survey must cover the following layers –

1	Poles & Towers	10	Railways	19	Railway installations
2	Roads	11	Marine Infrastructure Point	20	Cables (underground)
3	PPP / BOT Project	12	Electrical Installations	21	Storage Sheds
4	Pipelines (including underground)	13	Culverts	22	Boundary Pillars
5	Compound Walls	14	Bridges	23	Drains
6	Land Based Equipment	15	Water Supply Installations	24	Plantation / Horticulture Areas
7	Hydrants	16	Misc Structure Lines	25	Fire Services line
8	Buildings	17	Wharves	26	Gates
9	Yards	18	Bollards	27	Berths /jetties

(B) The survey may be performed using DGPS in real time or post processed mode. Data shall be duly geo-referenced using (Ground Control Points) GCP collected by DGPS receivers. Levels shall also be taken from nearest Great Trigonometrical Survey Bench Mark (GTS BM) for the entire area.

- (C) The bidder shall submit the hardcopy of the drawing of the site in suitable scale in A0 size. The bidder shall submit one hard copy and soft copy in CD/DVD of all draft drawings for review and approval of HDC. After approval, specified prints of all the final maps on high quality paper along with two sets in soft format (.dwg and .shp) in a CD/DVD shall be submitted by the bidder.
- (D) The drawings shall have different layers for different features like buildings, transit sheds, ware houses, railway tracks, roads, yards, docks, wharves, jetties, trees, lighting poles, electric lines, telephone lines / poles, water bodies, pump rooms, storm water drains, fencing, compound wall, allied structures, etc.
- (E) The open storage area shall have to be divided into small plots of 1000 square meters each. Pillars having unique numbers shall have to be erected for demarcation and identification of each plot. These unique numbers shall have to be incorporated in the logical system for reference. Specification of the pillars will be 1:1½ :3 R.C. concrete pillars 300mm x 300 mm x 900 mm(above the ground)

**2.1.2 Supply, installation & commissioning of hardware & system software:**

- (A) The successful bidder shall be responsible for supply, installation, integration and commissioning of all necessary hardware like servers, rack & rack accessories, UPS system and all necessary system software like server OS, database, application, report, JRE etc. as per the following –

Description & Quantity	Minimum Guiding Specification
Servers (2)	Intel Xeon E5 (2.2 GHz / 6 Core / 15 MB), 2U Rack mountable, 32 GB RAM, Dual Power Supply, 8 X 1TB SAS HDD 10K RPM 2.5 Inch, DVD – RW, 4 Ethernet Ports, Rack mounting accessories
Rack (1)	36U of the same make as servers with all rack accessories like fans, trays, cable managers, earthing kits etc.
UPS (1)	Rack mountable 3 KVA online with battery bank including PDU. Warranty for battery of UPS must be for 24 months from the dated of commissioning of solution. UPS system and battery bank both must be rack mountable.
Server OS (2)	REDHAT Linux
Database (1)	Open source
Application (1)	Open source - TOMCAT
Report (1)	Open Source
Supply, installation & commissioning	Of all hardware and system software in an integrated manner within the proposed 36U rack

**2.1.3 Development of application and mobile software:** The successful bidder shall have to develop, commission and maintain web based application and mobile software solution, which shall comprise but not be limited to -

- (A) Preparing a system where the virtual partitions are visible in an Android mobile phone having GPS when one is standing on any plot.
- (B) Through this system, the virtual storage areas will be correlated with the existing system, which are rented to different stakeholders of the port.
- (C) Planning and execution shall be facilitated through this system. The system must have simple and advanced query features through which queries can be made on available dataset for planning.
- (D) The proposed system must have range based query features with outputs capable of being highlighted in different color schemes, various quantitative analysis features, display of operational and financial information of existing and proposed stakeholders, fast location search facility to identify any location on the map as well as display of location information by clicking on the map.
- (E) Zooming and planning facility and report generation both on-the-fly as well as using pre-defined input parameters.

**2.1.4 Training:** The successful bidder shall have to train identified personnel of HDC, KoPT as well as stakeholders of HDC, KoPT, if necessary, initially after commissioning the system and for each year for the next four years as refresher training. Such training shall include general, operational and system administration aspects of the solution.

**2.1.5 Manpower:** The successful bidder shall have to station competent Service Engineer(s) at Haldia during the period of contract, who shall act as the single point of contact during the contract period. The Service Engineer(s) shall have to address / execute / resolve any / all issue(s) mentioned in the tender document, without any additional cost for the entire period of contract, which shall include but not be limited to the entire solution in general and in particular individual segments like survey, hardware, system software, application software, mobile application software, training, interaction with concerned stakeholders for seamless running of the system, maintaining integrity with existing non-spatial application system as well as management and administration of user, system, database, application, report, change events, upgrades, migration, licensing related issues etc.

**2.1.6** Any other job required for commissioning and maintaining the integrated solution in a comprehensive manner.

**2.2** The successful tenderer shall also be responsible for –



### 2.2.1 Integration with existing NIC modules:

- (A) As indicated earlier, the existing logical system of land and estate management of HDC, KoPT is done using the integrated estate & finance application software modules developed and maintained by NIC at HDC, KoPT. The proposed solution would be required to, after initial survey & preparation and population of spatial information, integrate itself with the existing integrated application software system in a manner such that the proposed spatial system works on and reflects the inputs made in the existing non-spatial software system.
- (B) For this purpose, the proposed LAMS need to communicate with the existing application system developed by NIC and running at HDC, KoPT through message exchange in TXT or XML format / exchange information using program calls. In any case, such exchange would have to be established in an automated manner by the successful bidder.
- (C) Continuous exchange of information between the existing non-spatial system and the proposed spatial system in an automated manner while remaining in sync is a primary objective, for which necessary referencing of the two systems shall have to be established. The successful bidder shall be responsible for keeping the spatial system synchronous by common references.
- (D) The successful bidder shall strive to ensure that necessary interaction is maintained on a regular basis with HDC, KoPT and NIC to complete the project within the specified time frame.

**2.2.2 Licensing:** HDC, KoPT shall neither be responsible nor pay for any system software licenses, except those specifically mentioned like REDHAT. It is reiterated that system software in respect of database, application and reporting must not be proprietary in nature and no license fees shall be paid for the same. The successful bidder must provide the solution built on system software which can be obtained free over the internet.

**2.2.3 Free upgrade of proposed product:** The successful bidder must ensure free upgrade of the product finally commissioned for a period of 60 months from the date of commissioning. To that effect, the successful bidder shall be responsible for system upgrade of the database, applications and reports as well as migration of clean data.

**2.2.4 Security & authentication:** The successful bidder shall be responsible for commissioning freely available software firewall, antivirus etc. to protect the system from threats. Role based authentication (two layer / three layer, where necessary) shall have to be established by the successful bidder for the proposed product.

**2.2.5 Publishing and upgrade of the Web based system:** The web part shall have to be GIGW compliant and follow relevant W3C guidelines. The successful bidder shall be responsible for time to time upgrade of the commissioned system to keep the same in line with applicable and relevant national and international standards.

- 2.3 The successful vendor shall supervise all functions as mentioned at 2.1 and 2.2 at the cost, charges, expenses, risk, manpower and other arrangements of the successful vendor.
- 2.4 Under this provision of the contract, the successful vendor shall require Gate Pass from Haldia Dock Complex for taking out any installed equipment after successful commissioning of the system, which shall be provided free of charge.
- 2.5 The successful vendor shall employ qualified and skilled personnel to execute supply, installation, customization, commissioning and maintenance of equipment as well as the entire integrated solution.
- 2.6 The successful vendor shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 2.7 The successful vendor shall not assign the contract to any other agency without approval of HDC, KoPT.
- 2.8 The successful vendor shall be liable to submit report(s) in structure and format desired by HDC, KoPT in any frequency desired, for which necessary mechanism shall have to be put in place by the successful vendor.
- 2.9 Vehicle for carrying equipment for the project shall have to be arranged by the successful vendor.
- 2.10 **Deliverables:** shall include but not limited to -
- (A) System Requirement Study Document
  - (B) System Design Document
  - (C) System User Manual
  - (D) System Administration Manual
  - (E) Survey outputs in hard and soft copy
  - (F) Supply, installation, integration and commissioning of all hardware and system software
  - (G) Development, testing and commissioning of the integrated web based LAMS
  - (H) Warranty for the complete solution for 60 months from the date of complete commissioning. This shall include all hardware, system software, application software, licenses (wherever applicable).
  - (I) Training
  - (G) Helpdesk

## **PART B**

- 2.10** The successful vendor shall be responsible for post completion warranty support in entirety for a period of 60 months from the date of commissioning / "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY", for which the relevant clauses of the SPECIAL CONDITIONS OF THE CONTRACT should also be referred.

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**3 ELIGIBILITY CRITERIA:**

- 3.1** The bidder shall have to submit document from the Original Equipment Manufacturer (OEM) of server for participating in the tender as an authorized partner. The document shall also certify that the OEM shall stand guarantee for the performance and warranty support of the equipment during the entire period of contract, which shall be for 60 months from the date of successful commissioning of the project. In addition, the document must also confirm technical compliance by the OEM.
- 3.2** The bidder shall have to submit document from the Original Equipment Manufacturer (OEM) of UPS for participating in the tender as an authorized partner. The document shall also certify that the OEM shall stand guarantee for the performance and warranty support of the equipment during the entire period of contract, which shall be for 60 months from the date of successful commissioning of the project. In addition, the document must also confirm technical compliance by the OEM.
- 3.3** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- 3.4** The bidder shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix 9 in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 3.5** The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix 10 in case the Bidder is not covered under ESI Act or exempted from it.
- 3.6** The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number.
- 3.7** The bidder shall submit evidence that the bidder has successfully executed similar work (order letter AND execution certificate to be provided) as per the following:

- (1) At least 3 similar Works each worth not less than INR 38 (thirty-eight) Lacs over a period of last 7 years ending on 31.12.2014 or
- (2) At least 2 similar Works each worth not less than INR 47.5 (forty-seven point five) Lacs over a period of last 7 years ending on 31.12.2014 or
- (3) At least 1 similar Work each worth not less than INR 76 (seventy-six) Lacs over a period of last 7 years ending on 31.12.2014

**NOTE:** Similar work shall mean having experience in survey of land AND development of land asset management software.

- 3.8** The bidder shall submit audited annual accounts showing the Average Annual Financial Turn Over of the bidder during the last three financial years ending on March 31, 2014, which must be at least INR 29 Lacs.

**NOTE:** Where annual accounts of Bidder have been audited up to March 31, 2014, the same will be submitted

**OR**

Where annual accounts of Bidder have not been audited up to March 31, 2014, the Bidder shall submit the annual accounts duly certified by the Statutory Auditor.

- 3.9** The bidder must possess in-house survey team along with survey instruments like DGPS, Total Station, Auto Level etc.

- 3.10** The bidder must have existing setup at Kolkata / Haldia or must agree to set up point of presence at Kolkata / Haldia if such facility does not exist within one month from award of contract.

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**4 INSTRUCTIONS TO BIDDER**

**4.1** The tender, complete in all respect, shall have to be submitted by the bidder in four separate sealed covers as follows:

<b>Cover</b>	<b>Content</b>	<b>Superscription</b>
Cover-I	Tender Document Preparation Cost as per relevant clause of the Tender Document	Tender Document Preparation Cost
Cover-II	Earnest Money Deposit as per relevant clause of the Tender Document	Earnest Money Deposit
Cover-III	<p>Techno-Commercial Bid including –</p> <p>(a) One copy of the 'Tender Document' including 'Addenda', if any, along with the unfilled page(s) of the 'Schedule of Rates' (suitably scored out) with all the pages duly signed with official seal as a token of 'confirmation of having received, read and understood the content of all the pages and acceptance thereof',</p> <p>(b) Power of Attorney as per Appendix 3,</p> <p>(c) Profile of Bidder as Appendix 4,</p> <p>(d) Declaration by the bidder as per Appendix 5,</p> <p>(e) Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover considering the last three financial years ending on March 31, 2014 as per Appendix 6,</p> <p>(f) Self certified copy of PAN</p> <p>(g) Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.</p> <p>(h) Certified copy of 'Provident Fund Registration Certificate' OR an Affidavit affirmed before a First Class</p>	Techno-Commercial Bid

	<p>Judicial Magistrate as per Appendix 9 in case the Bidder is not covered under Provident Fund Act or exempted from it.</p> <p>(i) Certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix 10 in case the Bidder is not covered under ESI Act or exempted from it.</p> <p>(j) Certified copy of valid Service Tax Registration Number / Code Number.</p> <p>(k) Documentary evidence that the Bidder has an office in Kolkata/Haldia for effective coordination with HDC, KoPT or at least a declaration to set up the same within one month of Order Letter in the event of Order Letter being issued in favour of the Bidder,</p> <p>(l) Documentary evidence establishing fulfillment of minimum eligibility criterion of the Bidder as per Clause 3.7 of the Tender Document,</p> <p>(m) A self declaration that the Bidder has not been banned / de-listed / debarred by any Government or Quasi-Government Agency or PSU,</p> <p>(n) A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the hosted tender document of HDC, KoPT,</p> <p>(o) Description of methodology for execution of work as per Tender Document covering all aspects of like deliverables etc.,</p> <p>(p) Other document(s), which is/are required as per this tender and/or the Bidder desires to submit (duly signed with seal).</p> <p>Note: The Bidder shall be bound to produce the original of the documents for which photocopies have been submitted, if and as demanded by HDC, KoPT, at any point of time.</p>	
Cover-IV	<p>Price Bid as per format given as 'Schedule of Rates' of the tender document with <b>NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER.</b> Conditional Price Bid shall be rejected outright.</p>	Price Bid

- 4.2 OUTER SEALED COVER:** All the above 4 (four) sealed covers together with a Covering Letter as per Appendix 2 shall be again enclosed in an outer cover and sealed, which should be superscripted with the Name of Bidder, Tender Number and Subject. In other words, the outermost cover shall contain four separate sealed covers i.e., (a) Tender Document Preparation Fee (b) Earnest Money Deposit (c) Techno-Commercial Bid and (d) Price Bid, with the Covering Letter.
- 4.3 NO AUTOMATIC CONSIDERATION:** Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.
- 4.4 COVERING LETTER:** The intending Bidder shall submit the bid with a covering letter strictly as per Appendix 2. Any deviation in the content of the covering letter as compared to Appendix 2 shall make the offer liable for rejection.
- 4.5 CHANGE IN TENDER DOCUMENT SUBMITTED:** In case any change (in words, specification etc.) is detected in the submitted tender document vis-à-vis the tender document hosted at the abovementioned websites, the offer of the bidder shall be rejected outright.
- 4.6 UNSCHEDULED HOLIDAY / BUNDH:** In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 1500 hours on such extended day of opening.
- 4.7 AVAILABILITY OF TENDER DOCUMENT:** The complete Tender Document shall be hosted in the official websites <http://www.haldiadock.gov.in>, <http://www.kolkataporttrust.gov.in> and <http://www.eprocure.gov.in>. Tender Document shall neither be issued by post nor sold. Interested bidder shall have to download the tender document from the websites given above & participate.
- 4.8 TENDER DOCUMENT PREPARATION COST:**
- (a) The 'Tender Document Preparation Cost' of INR 1000.00 shall have to be deposited in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia under Cover-I. No other mode of payment shall be entertained.
  - (b) Tender submitted without 'Tender Document Preparation Cost' shall be rejected outright without any reference to the Bidder whatsoever.
  - (c) The 'Tender Document Preparation Cost' will be exempted for micro and small enterprises (MSEs) with NSIC registered organizations in case of single point registration with covering all components of the said tender.



**4.9 POSTAL SUBMISSION:** In case submission of offer is made by post, HDC, KoPT will not be responsible for postal delays and offers received after the offer submission date and time will not be entertained and will be summarily rejected.

**4.10 RIGHTS OF HDC, KOPT:**

- (a) This exercise is for establishing the rates only. Order shall be placed as per requirement of HDC, KoPT.
- (b) Notwithstanding anything contained in this Tender Document, HDC, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- (c) HDC, KoPT reserves the right to reject / disqualify an offer, in case HDC, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder itself or on behalf of the Bidder to any officer, employees or representative of HDC, KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.
- (d) HDC, KoPT also reserves the right to reject / disqualify an offer if it is satisfied that the Bidder or his representative has made false and misleading statement and/or have tried to influence HDC, KoPT in the process of examination, evaluation etc. of the tender.
- (e) HDC, KoPT reserves the right to postpone the deadline for submission of Bids through notice.

**4.11 BID FORMAT:** The Bid shall be typed or printed and shall be signed on each page and sealed. The person(s) signing the Bid shall initial any modification made to the Bid.

**4.12 ONE BIDDER – ONE BID CLAUSE:** One Bidder shall submit one Bid only in response to this tender.

**4.13 LANGUAGE OF BID:** The Bid and any notations or accompanying documentation shall be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric System.

**4.14 INFORMATION REGARDING RATES QUOTED:** 'Rates' quoted should be in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.

**4.15 QUOTATION AS PER SCHEDULE OF RATES:** The bidder shall quote rate strictly as per the 'Schedule of Rates' separately in figure as well as in words with no counter-

conditions / deviations whatsoever. No alternative mode of offer shall be accepted. Conditional Price Bid shall be rejected outright.

#### **4.16 SUBMISSION & OPENING OF TECHNO-COMMERCIAL BID:**

- (a) The bid should be submitted by hand at the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607, not later than 1500 hours of March 09, 2015 after which time and date, no bid shall be accepted.
- (b) Subject to submission of correct Tender Document Preparation Cost & Earnest Money, the 'Techno-Commercial Bid' of the tender shall be opened at 1530 hours on March 09, 2015 at the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607 and any bidder or his authorized representative who wishes to be present at the time of the opening of the 'Techno-Commercial Bid' may do so, if desired.
- (c) HDC, KoPT may, at its sole discretion, extend the Submission / Opening due date(s) by issuing a 'Notice / Extension Notice' in the official websites of HDC, KoPT with due notification in the press. Such 'Notice / Extension Notice' will also be hosted in the afore mentioned websites and it will be the responsibility of the bidders to keep track of the same. No intimation will be sent by HDC, KoPT to any bidder separately.

**4.17 OPENING OF PRICE BID:** The 'Price Bid' of only Techno-Commercially qualified bidders, will be opened on a subsequent date for which date & time will be intimated to the techno-commercially qualified Bidders.

**4.18 CONTENT OF TECHNO-COMMERCIAL BID:** The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document duly filled in and signed, without price part.

**4.19 CONTENT OF PRICE BID:** The 'Price Bid' shall contain 'Schedule of Rates' duly filled in and signed. It is to be noted that the sealed envelope containing 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

**4.20 BIDDER LIABILITY TO UNDERSTAND IN FULL:** The bidder shall be deemed to have carefully examined and fully understood the existing environment at HDC, KoPT, General Instructions to Bidders, the Special Conditions of the Contract, General Conditions of Contract, Scope of Work, Eligibility Criteria, Terms of Payment, Evaluation Criteria, etc.

#### **4.21 VALIDITY OF OFFER:**

- (a) The tender including Price Bid shall remain valid for acceptance for a period of 90 days from the actual date of opening of the techno-commercial part of the tender.
- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

**4.22 ADDRESS ETC. OF BIDDER:** The bidder shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, fax, email etc.

#### **4.23 INSPECTION OF SITE ETC:**

- (a) The Bidder shall be deemed to have inspected the entire project site including the available facilities and conditions prevailing thereon in deciding the equipment, manpower etc. to be supplied / provided by them for the work prior to submitting their bid. In this connection, Clause 4.24 is also to be referred.
- (b) Once the bid is submitted by the bidder, he shall be deemed to have fully acquainted himself with all aspects of the tender and he shall not be entitled to raise any claims or deviate from the tender condition(s) citing lack of knowledge about any aspect of the site / tender.
- (c) No cost or expense incurred by the Bidder in preparation of bid or for inspection of site or for attending Pre-Bid Conference or any other such issue will be reimbursed by HDC, KoPT.
- (d) Inspection of the project site will be arranged at 1430 hours on February 27, 2015 after the Pre-Bid Conference. Interested Bidders may participate, if they so desire.

#### **4.24 PRE-BID CONFERENCE:**

- (a) A Pre-Bid Conference shall be held on February 27, 2015 from 11 AM at the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Bidders may participate, if they so desire.

- (b) The intending bidders are advised to formulate their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing by March 02, 2015 to the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607 (email: [jroy@kopt.in](mailto:jroy@kopt.in) AND [jayanto.hdc@nic.in](mailto:jayanto.hdc@nic.in)) so that the same may be discussed / clarified in the Pre-Bid Conference. During the Pre-Bid Conference, the queries received in advance would be clarified first followed by those raised during the meeting.
- (c) HDC, KoPT will furnish response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of KoPT including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. which the intending bidder is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an “Addendum” which shall become an integral part of the tender document for all purposes and shall be binding on the bidder. The content of the Addendum shall be accepted and submitted by all along with their techno commercial bids.
- (d) Attending the Pre-Bid Conference will be helpful for the intending bidder but is not mandatory.
- (e) The bidders are also advised to inform in advance about their intention to attend the Pre-Bid Conference. A maximum of two representatives of each intending bidder shall be allowed to participate on production of authorization letter from the intending bidder.

**4.25 DECLARATION REGARDING BAN / DELISTING/ DEBARMENT:** Bidder must give a declaration to the effect that they have not been banned or de-listed or debarred by any Government or Quasi-Government Agency or PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.

**4.26 ADDENDA / CORRIGENDA ETC:** At any time prior to the due date for submission of tender, HDC, KoPT may, for any reason, whether at its own initiative or in response to queries / clarifications raised by the intending bidder(s) during pre bid meeting or otherwise modify the tender document by issuance of addenda in the official websites (<http://www.haldiadock.gov.in>, <http://www.kolkataporttrust.gov.in> and <http://www.eprocure.gov.in>). In order to extend prospective bidders, a reasonable time in which to take an addendum into account, or for any other reason, HDC, KoPT may, at its discretion, extend the submission due date through appropriate notification in the official websites (<http://www.haldiadock.gov.in>, <http://www.kolkataporttrust.gov.in>).

#### **4.27 SUBSTITUTION OR WITHDRAWAL OF TENDER:**

- (a) The Bidder may substitute or withdraw its tender after submission, provided that written notice of the substitution or withdrawal is received by HDC, KoPT before the due date and time of submission of the tender or any extension thereof.
- (b) No tender shall be substituted or withdrawn by the bidder after the due date and time of submission of tender or any extension thereof.
- (c) If the bidder substitutes or withdraws its Bid during the interval between the specified date and time of submission of tender or any extension thereof and expiration of the validity period of the tender including extension thereof, the Earnest Money deposited would be forfeited.
- (d) Substituted tender shall also be prepared, sealed, marked, and delivered in accordance with relevant clauses of the Tender Document with all the covers being additionally marked "SUBSTITUTION".
- (e) In the event of "SUBSTITUTION", only the substituted tender would be considered.
- (f) The original tender shall be returned to the bidder concerned unopened.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**SURVEY OF LAND & DEVELOPMENT AND MAINTENANCE OF WEB BASED LAND  
ASSET MANAGEMENT SYSTEM AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**TENDER NUMBER – AD/E/1251/GIS/2015/1**

**5. GENERAL CONDITIONS OF CONTRACT**

- 5.1** 'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees for the Port of Kolkata is given as Appendix 12 of the tender document.
- 5.2** Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable.
- 5.3** Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**SURVEY OF LAND & DEVELOPMENT AND MAINTENANCE OF WEB BASED LAND  
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**TENDER NUMBER – AD/E/1251/GIS/2015/1**

**6. SPECIAL CONDITIONS OF THE CONTRACT**

**6.1 PERIOD OF CONTRACT:**

- (a) The contract shall commence from the date of Order Letter.
- (b) All activities as per "SCOPE OF WORK – PART A" shall have to be completed within 60 days from the date of Order Letter including "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".
- (c) The contract shall remain valid for a period of 60 months, as per "SCOPE OF WORK – PART B", from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

**6.2 DEFINITION OF "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY":**

"SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, seamless integration and comprehensive commissioning of all relevant components of the "SCOPE OF WORK – PART A".

**6.3 ACCEPTANCE OF ORDER LETTER:**

After finalization of the tender, HDC, KoPT shall issue Order Letter to the successful bidder. The successful bidder, on receipt of the same, shall remit requisite Performance Guarantee within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money. Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful bidder will be construed as an Agreement between HDC, KoPT and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

## **6.4 PRIORITY OF CONTRACT DOCUMENTS:**

**6.4.1** The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract, who shall thereupon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.

**6.4.2** Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

1. Order Letter
2. Special Conditions of the Contract
3. Scope of Work
4. Schedule of Rates
5. Instructions to Bidder
6. General Conditions of Contract
7. Any other document(s) forming part of the Contract

## **6.5 SERVICE TAX & EDUCATION CESS:**

Service Tax and Education Cess would be payable extra by HDC, KoPT as applicable. The successful bidder shall have to submit valid Service Tax Registration Certificate and disclose his Service Tax Code number along with his offer. The Bidder would also declare the applicable Service Tax rate in percentage with corroborating documents as specified in the tender document.

## **6.6 EARNEST MONEY:**

- (a) The Earnest Money of INR 190000.00 shall have to be deposited in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia under Cover-II. No other mode of payment shall be entertained.
- (b) Bid/Tender submitted without Earnest Money shall be rejected outright without any reference to the Bidder whatsoever.
- (c) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the



unsuccessful Bidder without interest after the selection of Successful Bidder. In the case of Successful Bidder, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.

- (d) The Earnest Money shall be forfeited if the Bidder withdraws or substitutes his offer after last time and date of submission of the tender unilaterally or submits any forged document(s).
- (e) The Earnest Money will also be forfeited as per the other provisions, specifically mentioned in this Tender Document.
- (f) The Earnest Money will be exempted for micro and small enterprises (MSEs) with NSIC registered organizations in case of single point registration with covering all components of the said tender.

## **6.7 PERFORMANCE GUARANTEE / SECURITY DEPOSIT:**

**6.7.1** The successful bidder, at own expense, shall have to keep with HDC, KoPT a Security Deposit amounting to 10% of the Order Value (valid) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per Appendix 10 within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.

**6.7.2** The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

## **6.8 DELIVERY:**

All aspects of safe delivery shall be the exclusive responsibility of the successful bidder at his own cost and risk. HDC, KoPT reserves the right to reject any item, if found unsuitable and/or not conforming to the specification provided in the Tender Document. The rejected items, if any, shall have to be taken back and replaced by good quality equipment forthwith at the cost of the successful bidder. No payment will be made for the rejected items. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the successful bidder at his own cost and risk.

## **6.9 COMPENSATION:**

**6.9.1** In the event of successful bidder failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

**6.9.2** HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

## **6.10 WARRANTY:**

**6.10.1** The successful bidder must provide on-site comprehensive (including spares & labour) next-business-day replacement warranty for all hardware for a minimum period of 60 (sixty) months from the "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

**6.10.2** For balance equipment as well as commissioned solution, the successful bidder must provide on-site comprehensive (including spares & labour) warranty for a minimum period of 60 (sixty) months from the "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

**6.10.3** The successful bidder shall make good at his own expenses and risk all defects due to faulty design, material and workmanship of the equipment, its integration and commissioning detailed in the Tender Document, which may develop during a period of 60 (sixty) months from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY". If any difference of opinion arises on any of the provisions of this clause, the decision of the Senior Deputy Manager (Administration), HDC, KoPT shall be final and binding on the successful bidder.

**6.10.4** In default the Senior Deputy Manager (Administration), HDC, KoPT will be at liberty to get the repair / replacement of any / all faulty equipment, its integration and commissioning detailed in the Tender Document free of cost from the successful bidder without any obligation.

## **6.11 RESIDENT SERVICE ENGINEER:**

- 6.11.1** The successful bidder shall have to station competent Service Engineer at Haldia during the period of contract. The Service Engineer shall have to address / execute / resolve any / all issue(s) mentioned in the tender document, without any additional cost. Sufficient tools & spares for attending complaint shall have to be maintained by the successful bidder.
- 6.11.2** If required, unfurnished accommodation, on sharing basis, shall be provided to the service engineer(s) free of cost. However, electricity & water bill of the said accommodation shall have to be paid by the successful bidder at actual. If and when required, HDC, KoPT shall provide necessary dock permit for entering the dock premise free of cost. The successful bidder must separately and unambiguously mention the facilities to be made available by the successful bidder for continuous uptime in respect of the equipment, its integration and commissioning covered under the contract.
- 6.11.3** During the warranty period the successful bidder shall have to provide support 24 hours x 365 days basis and shall have to attend, isolate & rectify all fault(s), within 72 (seventy two) hours from the time of lodging of the complaint through e-mail for the entire solution to the satisfaction of Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative as per 'Scope of Work' detailed in the Tender Document.
- 6.11.4** If the successful bidder fails to rectify the fault within the stipulated time frame, the successful bidder shall be required to pay compensation @INR 5000.00 per day subject to a maximum of INR 100000.00/-.

## **6.12 INSPECTION:**

The "ENGINEER OF THE CONTRACT" may carry out an inspection of the products being offered independently or by engaging a third party inspection agency. It shall be the exclusive responsibility of the successful bidder to ensure the same as and when desired by the "ENGINEER OF THE CONTRACT".

## **6.13 PAYMENT:**

- 6.13.1** Payment shall be made strictly as per provisions of the 'Schedule of Rates'. No other charges shall be admitted or paid.
- 6.13.2** Payment, subject to relevant conditions of the contract like Performance Guarantee etc., shall be made after submission of clear, correct and complete

bills along with relevant documents, if any within 30 working days from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" or from the date of submission of clear, correct and complete bills, whichever is later.

**6.13.3** Payment for posting of resident service engineer(s) shall be made after HDC, KoPT avails the service. For this purpose, proportionate amount of the value quoted shall be paid after every 6 months from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY", subject to satisfaction of the "ENGINEER OF THE CONTRACT".

**6.13.4** As payment shall be made electronically, the successful bidder is required to submit information regarding the same along with the Techno-Commercial bid.

**6.13.5** For non-fulfillment of any obligation under the contract, HDC, KoPT reserves the right to withhold the payments due to the successful bidder in part or full till such period as HDC, KoPT may consider necessary for due performance by the successful bidder.

**6.14 EVENT OF DEFAULT CASES:**

6.14.1 Any one or more of the following will construe the successful bidder's event of default:

- (a) In case there is delay in "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" beyond 60 days.
- (b) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- (c) If representation made, or documents / certificates submitted or warranties given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) The successful bidder is adjudicated bankrupt or insolvent.
- (e) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC, KoPT.
- (f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

## **6.15 TERMINATION OF CONTRACT EITHER IN PART OR IN FULL:**

- 6.15.1** If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or not up to the satisfaction of HDC, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Senior Deputy Manager (Administration), HDC, KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC, KoPT and/or legal obligations are not being fulfilled by the successful bidder, Senior Deputy Manager (Administration), HDC, KoPT shall terminate the full or part of the contract after giving 30 days notice and his decision in the matter shall be final and binding on the successful bidder.
- 6.15.2** During the termination notice period of 30 days as above, the successful bidder may be asked by HDC, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 6.15.3** Upon termination of the contract, for any of the reasons indicated in 6.14.1 & 6.15.1, the Senior Deputy Manager (Administration), HDC, KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC, KoPT is entitled to in terms of the other relevant clauses in the contract. HDC, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- 6.15.4** Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- 6.15.5** No compensation whatsoever shall be paid by HDC, KoPT to the successful bidder in the event of termination of the contract.
- 6.15.6** If after termination, any amount is due to be paid by HDC, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the successful bidder.

## **6.16 SUCCESSFUL BIDDER TO INDEMNIFY:**

- 6.16.1** The successful bidder shall indemnify and keep indemnified HDC, KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the successful bidder in due performance of his/their obligation under this contract. The successful bidder shall be required to submit Indemnity Bond as per Appendix 7.
- 6.16.2** The successful bidder shall indemnify HDC, KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC, KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.

## **6.17 CONTRACT AGREEMENT:**

The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 100.00 or more signed jointly with HDC, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Appendix 8.

## **6.18 AMENDMENT:**

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Government of India and law(s) of the land.

## **6.19 ILLEGALITY/INVALIDITY OF CONTRACT PROVISION:**

If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

## **6.20 AMICABLE SETTLEMENT:**

If any dispute or difference or claims of any kind arises between the successful bidder and HDC, KoPT in connection with interpretation or application of any terms and conditions of the contract or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the written request of any party in an effort to resolve such dispute, difference or claim by discussion between them.

## **6.21 SETTLEMENT OF DISPUTES:**

**6.21.1** Should any dispute, barring legal ones, arise between HDC, KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Deputy Chairman, HDC, KoPT, which shall be final and binding upon the successful bidder.

**6.21.2** In case of any legal dispute between HDC, KoPT and the successful bidder in connection with this contract, the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be at Kolkata, India.

## **6.22 GOVERNING LAWS, DAMAGE TO ASSETS AND RELATED ISSUES:**

**6.22.1** This contract shall be governed by and construed in accordance with the prevailing laws of the Republic of India. The successful bidder shall fulfill all legal obligations in respect of the contract. HDC, KoPT shall accept no liability whatsoever in the matter and also in case of accident, damage if any.

**6.22.2** The successful bidder shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / Local Bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the successful bidder. HDC, KoPT shall have no liability whatsoever concerning the personnel of the successful bidder. The successful bidder shall keep HDC, KoPT indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The successful bidder shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by HDC, KoPT. The successful bidder shall be liable to pay any increase of wages / salaries, if any, of his employees during the contractual period.

**6.22.3** The successful bidder shall defend, indemnify and hold HDC, KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or Local Authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work required in this contract including any liability that may arise out of any accident.

**6.22.4** The successful bidder must ensure that no inconvenience or loss or damage of any asset belonging to either HDC, KoPT or stakeholders of HDC, KoPT takes place during the entire period of contract due to fault on the part of the successful bidder. The successful bidder shall be solely accountable for all liabilities and losses, if caused and the decision of the "ENGINEER OF THE CONTRACT" in such matters shall be final and binding on the successful bidder. The successful bidder shall be required to make good any loss as ascertained by the "ENGINEER OF THE CONTRACT" within the period indicated by the "ENGINEER OF THE CONTRACT".

### **6.23 FORCE MAJEURE:**

**6.23.1 Force Majeure Event** – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances set out hereunder or the consequences thereof which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.

- (a) Acts of God, rain, storm, cyclone, hurricane, flood, or fire.
- (b) Strike, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the successful bidder.
- (c) Act of war, riot.

**6.23.2 Notice of Force Majeure Event** – The successful bidder shall give notice to HDC, KoPT in writing of the occurrence of the Force Majeure Event ["the Notice"] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

The notice shall inter-alia include full particulars of:

- (a) The nature, time, occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,
- (c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- (d) Any other relevant information.



- 6.23.3 Period of Force Majeure** – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:
- (a) Expiry of the period during which the successful bidder is excused from performance of its obligations
- Or
- (b) Termination of the contract.
- 6.23.4 Performance Excused** – The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.
- 6.23.5 Resumption of Performance** – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify HDC, KoPT of the same in writing.
- 6.23.6 Extension of time for performance of obligations** – HDC, KoPT may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by HDC, KoPT.
- 6.23.7 Termination due to Force Majeure Event** – If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.

#### **6.24 DETERMINATION OF RESPONSIVENESS:**

Prior to evaluation of Techno Commercial part of the tender, HDC, KoPT will determine whether each offer is responsive to the requirement of the Tender Document. An offer shall be considered responsive if the tender -

- (a) Is received by the due date and time including extension thereof, if any,
- (b) Is signed, sealed and marked as stipulated in this Tender Document,

- (c) Is accompanied by the required Covering Letter,
- (d) Is accompanied by the required Power of Attorney,
- (e) Contain all the pages of the Tender Document including Addendum, if any, duly signed as stipulated in this Tender Document, without any change/alteration thereof,
- (f) Contain all document, information, certificates, certification / authorization from OEM etc. as requested in this Tender Document.
- (g) Contain information/details in formats specified in this Tender Document,
- (h) Is accompanied by certificates of Chartered Accountant etc. as applicable,
- (i) Is consistent with respect to details submitted in the tender and supporting documents,
- (j) Has not proposed any deviation whatsoever as compared to the terms & conditions, scope of work etc. detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda, if any.

#### **6.25 CLARIFICATION DURING EVALUATION PROCESS:**

To assist in the process of evaluation of Tender, HDC, KoPT may, at its sole discretion, ask any Bidder to provide additional documents/details, seek clarification in writing from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. HDC, KoPT reserves the right to reject any offer which is non-responsive.

#### **6.26 CONFIDENTIALITY:**

Information required by HDC, KoPT from the bidder for the purpose of examination, evaluation etc. of offer will be kept confidential by HDC, KoPT and no such information will be divulged, unless it is ordered to do so by any authority that has power under the law to do so.

## **6.27 EVALUATION OF TECHNO COMMERCIAL BID:**

- 6.27.1** The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria as detailed in this tender document.
- 6.27.2** HDC, KoPT reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno Commercial Bid) and in case of any discrepancy found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.
- 6.27.3** Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

## **6.28 EVALUATION OF PRICE BID:**

- 6.28.1** Evaluation of rates will be carried out for the techno-commercially qualified bidders only. The bidder shall have to submit Price Bid as per format of "SCHEDULE OF RATES" with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Non compliance of the same shall result in outright rejection of the offer.
- 6.28.2** Clause 7.1 of the "SCHEDULE OF RATES" must contain the comprehensive price offer excluding statutory components like Service Tax, Education Cess etc.
- 6.28.3** Clause 7.2 of the "SCHEDULE OF RATES" must contain Statutory Components only like Service Tax, Education Cess etc., as applicable and shall be paid at actual. This must not be included at 7.1 of the "SCHEDULE OF RATES".
- 6.28.4** Clause 7.3 of the "SCHEDULE OF RATES" must contain the cumulative amount i.e., summation of 7.1 & 7.2. This value quoted at Clause 7.3 resulting in minimum financial impact to HDC, KoPT shall be considered as the lowest & successful bidder. In case of any discrepancy between the amount quoted at Clause 7.3 and the summation of Clauses 7.1 & 7.2, the minimum value shall be chosen for evaluation.
- 6.28.5** If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.
- 6.28.6** HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**SURVEY OF LAND & DEVELOPMENT AND MAINTENANCE OF WEB BASED LAND  
ASSET MANAGEMENT SYSTEM AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**TENDER NUMBER – AD/E/1251/GIS/2015/1**

**7. SCHEDULE OF RATES:**

**7.1** The comprehensive rate quoted below **must not include** statutory components like Tax etc –

Sl.	Description	Rate in Figures	Rate in Words
1.	Total in INR as per Clause 2 (Scope of Work) and other relevant clauses of the Tender Document.		

**7.2** Statutory components like Tax etc –

Sl.	Description	Percentage, Amount and other details
1.	For Serial (1) of 7.1	

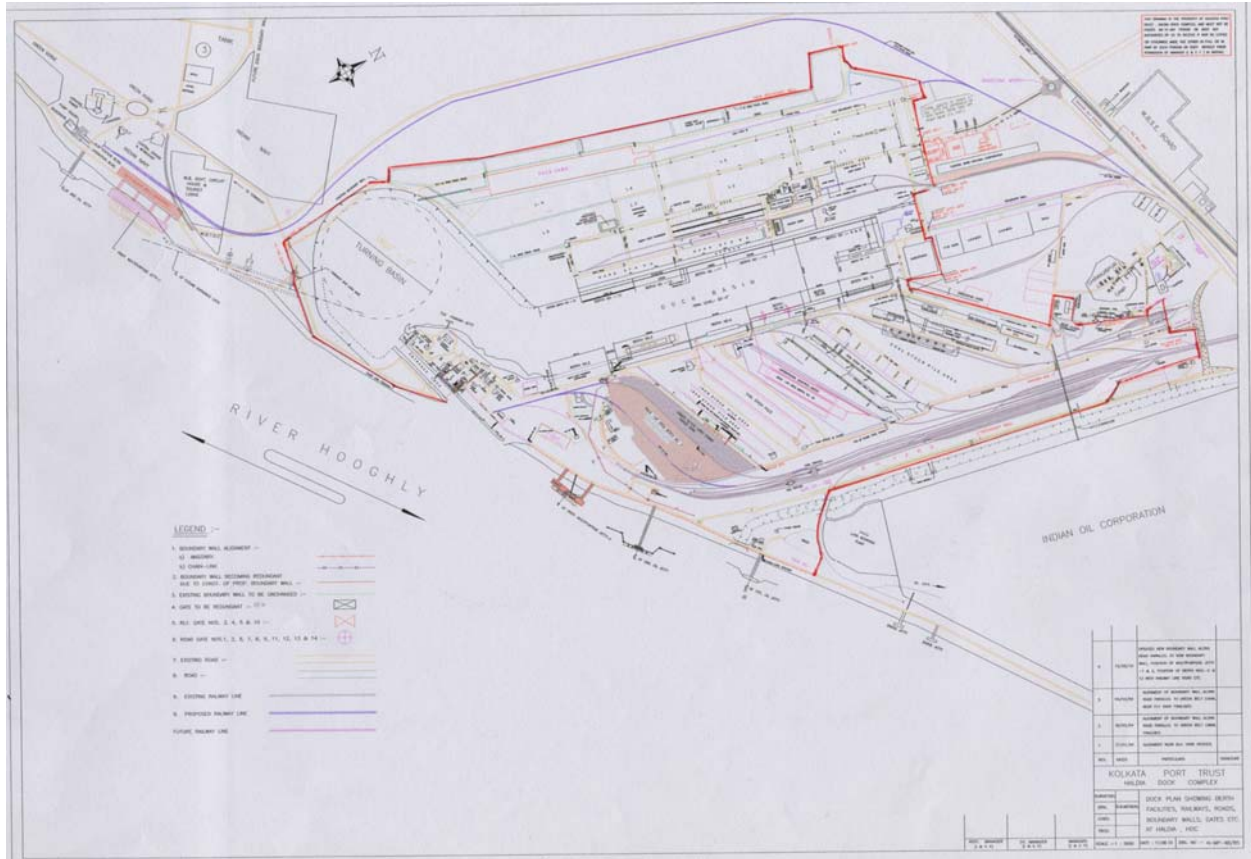
**7.3 Comprehensive Rate Including All Statutory Components –**

Rate in Figures	Rate in Words

Date	Signature & Office Seal of the Bidder	Address of Bidder

Witness 1		Witness 2	
Name		Name	
Signature		Signature	
Address		Address	

MAP OF DOCK INTERIOR ZONE



Covering Letter

**Dated :**

To,  
The Senior Deputy Manager (Administration),  
Haldia Dock Complex,  
Kolkata Port Trust,  
Jawahar Tower Complex,  
P.O. Haldia Township,  
Dist. Purba Medinipore,  
Pin-721607  
West Bengal

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... at Haldia Dock Complex, Kolkata Port Trust.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of KoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind

- b. I/we certify that in the last three years have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
  
- 6. I/we declare that :
  - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by KoPT thereon.
  
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
  
- 7. I/we understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
  
- 8. \_\_\_\_\_ ( Name of Tenderer) hereby undertakes that I/we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you,

Yours faithfully,

**Signature of Power of Attorney Holder(s)**.....

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal**

**APPENDIX- 3**

**Format For Power Of Attorney For Signing Of Tender**

**(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)**

Dated: \_\_\_\_\_

**POWER OF ATTORNEY**

**To whomsoever it may concern**

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at \_\_\_\_\_ [Address of the person(s)], acting as \_\_\_\_\_ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer] to sign the tender [(Tender No. ....and (Tender subject- ".....")]

and submit the same and is hereby further authorized to provide relevant information/document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer)



**Profile Of The Tenderer**

1.
  - (a) Name
  - (b) Country of incorporation
  - (c) Address of the corporate headquarters and its branch office(s), if any in India.
  - (d) Date of incorporation and commencement of business.
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT.
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
  
4. Details of Authorized Signatory of the Tenderer:
  - Name :
  - Designation :
  - Company :
  - Address :
  - Telephone No. :  
(Land & Mobile)
  - Fax No. :
  - Email Address :

**Signature of Power of Attorney Holders .....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

## Appendix – 5

### DECLARATION BY THE BIDDER

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have signed all the pages of the Techno-Commercial part of this tender document and have submitted the same with the Techno-Commercial part of my/our offer.
4. I / We have signed all the pages of the Price part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
5. I / We have submitted copies of the required documents as mentioned at "Eligibility Criteria" and "Instructions to Bidder".
6. I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.
7. My / Our Registered office and Local office addresses and contact nos. are

Address	Telephone	Fax	Email Address

DATE:

-----  
Signature of the Bidder / Power of Attorney Holder  
With Office Seal

WITNESS:

Name	Address	Signature

## FORMAT OF FINANCIAL CAPABILITY

### Details Of Financial Capability Of The Tenderer

(In Rs. Lacs)

Name of Tenderer	Net Worth	Net Cash Accruals			Annual Financial Turn Over
	Year -1	Year-1	Year-2	Year-3	Average on last 3 years

## Instructions:

1. The Tenderer should submit its details in the appropriate column.
2. Net Cash Accruals =(Profit After Tax + Depreciation + Non-cash expenses) – (Dividend + Tax on Dividend, if any + non-recurring profit)
3. Net Worth = (Subscribed and Paid-up Equity + Reserve) – (revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for)
4. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year before Year 1 and Year 3 shall be the Year before Year 2.

**Signature of Bidder / Power of Attorney Holder :**

Name:

Designation:

Date :

Seal :

**CERTIFIED BY**

Name of Chartered Accountant Firm :

Registration No. &amp; other details :

Name of the Signatory :

Signature :

Designation :

Date :

Seal :

On ₹ 100/- (Rupees Sixty) Non-judicial Stamp Paper

**Indemnity Bond**

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----  
-----, residing at -----  
-----, by occupation -----, the  
Partner/Proprietor/Director of the Firm -----, having it's  
office at-----, am a tenderer under Kolkata Port Trust (A Statutory  
Body under the MPT Act, 1993).

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered  
under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour  
of Kolkata Port trust against all damages and accidents to the labourer of the Tenderer/  
Contractor.

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

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

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

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

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

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

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

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

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

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

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

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

On ₹ 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

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

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

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

Deponent

Identified by: .....



On ₹ 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

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

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

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

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

Deponent

Identified by: .....

**Appendix - 11**

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

To  
The Board of Trustees  
for the Port of Calcutta,

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

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ....., a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees .....), we, ..... Branch, Calcutta ..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees .....). We, ..... Branch, Calcutta ..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Branch, Calcutta ..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even it there be any dispute between the contractor and the Trustees, this would be no ground for us, ..... (Name of the Bank),

..... Branch, Calcutta  
..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Calcutta ..... / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, ..... Branch, Calcutta ..... / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Calcutta ..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us, ..... Branch, Calcutta ..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, ..... Branch, Calcutta ..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20 ..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto ..... or any extension thereof made by us ..... Branch, Calcutta ..... / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, ..... Branch, Calcutta ..... / Haldia.

5. We, ..... Branch, Calcutta ..... / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE .....  
NAME .....  
DESIGNATION .....  
(Duly constituted attorney for and on behalf of)  
BANK .....  
BRANCH .....  
CALCUTTA ..... / HALDIA  
(OFFICIAL SEAL OF THE BANK)

**General Conditions Of Contract**

## 1. DEFINITIONS

1.0	In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.	
1.1	“Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns.	Employer
1.2	“Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963.	Chairman
1.3	“Successful vendor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Successful vendor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman.	Successful vendor
1.4	“Engineer” means the Board’s official who has invited the tender on its behalf and includes the Chief Engineer, the Chief Mechanical Engineer, the Senior Executive Engineer, the Chief Hydraulic Engineer, the Deputy Chief Engineer, the Deputy Chief Mechanical Engineer, the Senior Resident Engineer, the Manager (Infrastructure & Civic Facilities), the Manager (Plant & Equipment), the Deputy Manager (Infrastructure & Civic Facilities) and the Deputy Manager (Plant & Equipment) or other official as may be appointed from time to time by the Employer, with written notification to the Successful vendor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated.	Engineer
1.5	“Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof.	Engineer’s Representative
1.6	“Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”.	Works
1.7	“Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms	Temporary works

	and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms.	
1.8	“Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities.	Extra works and Excess works
1.9	“Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender.	Specification
1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.	Drawings
1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.	Contract
1.12	“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.	Constructional Plant
1.13	“Site” means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other Lands or places provided by the Trustees for the purpose of the Contract.	Site
1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Successful vendor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained.	Contract Price
1.15	“Month” means English Calendar Month.	Month
1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively	Excepted Risks

	referred to as the excepted risks).	
1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.	Singular/Plural
1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.	Headings/ Marginal Notes.
1.19	Unless otherwise stipulated the word "Cost" shall be deemed to include overhead costs of the Successful vendor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE.	
2.1	The Successful vendor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever.	Engineer's Authority
2.2	The Successful vendor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.	Authority of Engineer's Representative
2.3	<p><i>The Engineer shall have full power and authority :</i></p> <p>(a) to supply to the successful vendor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the successful vendor shall carry out and be bound by the same.</p> <p>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.</p> <p>(c) to order for any variation, alteration and modification of the work and for extra works.</p> <p>(d) to issue certificates as per contract.</p> <p>(e) to settle the claims &amp; disputes of the Successful vendor and Trustees, as the first referee.</p> <p>(f) to grant extension of completion time.</p>	Engineer's Power
2.4	<p><i>The Engineer's Representative shall :</i></p> <p>(i) watch and supervise the works.</p> <p>(ii) test and examine any material to be used or workmanship employed in connection with the work.</p> <p>(iii) have power to disapprove any material and workmanship</p>	Power of Engineer's Representative.

	<p>not in accordance with the contract and the successful vendor shall comply with his direction in this regard.</p> <ul style="list-style-type: none"> <li>(iv) take measurements of work done by the successful vendor for the purpose of payment or otherwise.</li> <li>(v) order demolition of defectively done work for its reconstruction all by the Successful vendor at his own expense.</li> <li>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and,</li> <li>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Successful vendor.</li> </ul>	
2.5	<p>Provided always that the Engineer's Representative shall have no power :</p> <ul style="list-style-type: none"> <li>(a) to order any work involving delay or any extra payment by the Trustees,</li> <li>(b) to make variation of or in the works; and</li> <li>(c) to relieve the Successful vendor of any of his duties or obligations under the Contract.</li> </ul>	Limitation of Engineer's Representative's Power
2.6	<p>Provided also as follows :</p> <ul style="list-style-type: none"> <li>(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the successful vendor's cost and the successful vendor shall have no claim to compensation for the loss sustained by him.</li> <li>(b) If the successful vendor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.</li> <li>(c) Any written instructions or written approval given by the Engineer's Representative to the successful vendor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the successful vendor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.</li> </ul>	Engineer's Overriding Power



3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES	
3.1	The Successful vendor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration:	The tender must encompass all relevant aspects/issues.
	(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work.	Site & Local condition.
	(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.	Drawing/Specification/ Nature & extent of work to be done.
	(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.	Accommodation for Successful vendor's men/materials.
	(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Successful vendor's cost.	Water for drinking etc. /Electrical power.
	(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Successful vendor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Successful vendor's failure in such compliance.	Payment of Taxes/duties and observance of all statutes.
	(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.	Payment of Stamp Duty by the Successful vendor.
3.2	The Successful vendor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.	
3.3	If required by the Engineer or the Trustees, the Successful vendors	Disclosure of

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

	<p>(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.</p> <p>(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.</p>		<p>Tender without EM liable to rejection.</p> <p>Forfeiture of E.M. before Acceptance of offer.</p>	
	<p>(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Successful vendor after cancellation of the previous Receipt of Earnest Money.</p>		<p>E.M. to be converted to part S.D.</p>	
	<p>(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.</p>		<p>Mode of recovery of balance S.D.</p>	
	Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply-ing materials & equipment only.	Scale of S.D. recovery.
	For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
	For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
	For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	

	(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be.	S.D. for supply contracts to be deposited in advance.
	(i) No interest shall be paid by the Trustees to the Tenderer/Successful vendor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.	No interest payable on E.M. /S.D
3.5	(i) The Security Deposit shall be refunded to the Successful vendor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below.  If, however, the Contract provides for any maintenance period, 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Successful vendor has submitted his "No Claim" Certificate in Form G.C.3.	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 Successful vendor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Successful vendor under any other contract.	Forfeiture of S.D.
3.6	If stipulated in the contract as a Special Condition, the successful vendor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Successful vendor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Successful vendor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases

4.0	THE CONTRACT & GENERAL OBLIGATIONS OF SUCCESSFUL VENDOR	
4.1	(a) The contract documents shall be drawn-up in English language.	English language to be used
	<p>(b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :</p> <ol style="list-style-type: none"> <li>1. The Indian Contract Act, 1872.</li> <li>2. The Major Port Trusts Act, 1963.</li> <li>3. The Workmen's Compensation Act, 1923.</li> <li>4. The Minimum Wages Act, 1948.</li> <li>5. The Contract Labour (Regulation &amp; Abolition) Act, 1970.</li> <li>6. The Dock Workers' Act, 1948.</li> <li>7. The Indian Arbitration Act, (1940) (in the case of a definite Arbitration Agreement only).</li> </ol>	Applicability of laws on the contract
4.2	After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the successful vendor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to the definition of the term 'Contract' here-in-before, shall collectively be the Contract.	Successful vendor to Execute Contract Agreement.
4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	Interpretation of contract documents – Engineers' Power
4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Successful vendors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Successful vendor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.	All Drawings are Trustees' property.
4.5	The Successful vendor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Successful vendor's responsibility on the Engineer in any way whatsoever.	Successful vendor to prepare working / progress drawings

4.6	<p>The Successful vendor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Successful vendor shall remain responsible (a) for the acts, defaults and neglect of any sub-successful vendor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Successful vendor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.</p>	Successful vendor cannot sub-let the work
4.7	<p>Unless otherwise specified, the Successful vendor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.</p>	Successful vendors' price is inclusive of all costs
4.8	<p>The Successful vendor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Successful vendor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Successful vendor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Successful vendor.</p>	Successful vendor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer
4.9	<p>Whenever required by the Engineer or his representative, the Successful vendor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Successful vendor of any of his obligations under the contract.</p> <p>If for any reason the successful vendor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.</p>	Successful vendor to submit his programme of work

4.10	Necessary and adequate supervision shall be provided by the Successful vendor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Successful vendor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Successful vendor subject to limitation in Clause 2.5 hereof. The Successful vendor shall inform the Engineer or his representative in writing about such representative/agent of him at site.	Successful vendor to supervise the works
4.11	The Successful vendor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Successful vendor to stop deployment of any of is staff, workmen or official at site and the Successful vendor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.	Successful vendor to deploy qualified men and Engineer's power to remove Successful vendor's men
4.12	The Successful vendor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the successful vendor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.	Successful vendor is responsible for line, level, setting out etc.

4.13	<p>From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the successful vendor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Successful vendor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer, shall be recoverable from the successful vendor in whatever manner the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Successful vendor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Successful vendor during such repairs and replacement in the maintenance period.</p>	<p>Successful vendor is responsible to protect the work</p>
4.14	<p>The Successful vendor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Successful vendor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Successful vendor's workmen. Cost of Insurance Cover, if any, taken by the Successful vendor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.</p>	<p>Successful vendor is responsible for all damages to other structures / persons caused by him in executing the work.</p>
4.15	<p>The Successful vendor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.</p>	<p>Fossils, Treasure troves, etc. are Trustees' property</p>



4.16	<p>The Successful vendor shall be deemed to have indemnified the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of:</p> <p>(a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.</p> <p>(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.</p> <p>(c) Unauthorised obstruction or nuisance caused by the successful vendor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.</p> <p>(d) Damage/injury caused to any highway and bridge on account of the movement of Successful vendor's plants and materials in connection with the work.</p> <p>(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting successful vendor's plants and materials.</p> <p>(f) The Successful vendor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.</p>	Successful vendor to Indemnify the Trustees against all claims for loss, damage, etc.
4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.	Dismantled materials Trustees' property

4.18	<p>The Successful vendor's quoted rates shall be deemed to have been inclusive of the following :</p> <p>(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.</p> <p>(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.</p> <p>(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Successful vendor's men or those of his agency.</p> <p>(d) Making arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(e) Making arrangements in or around the site, as per the requirements of Calcutta Municipality Corporation or other local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Successful vendor's or his Sub-Successful vendor's workmen, (iv) deployment of workmen of age less than 16 years.</p>	Successful vendor's quoted rates/price must be all inclusive
4.19	<p>Every direction or notice to be given to the Successful vendor shall be deemed to have been duly served on or received by the Successful vendor, if the same is posted or sent by hand to the address given in the tender or to the Successful vendor's Site Office or in case of Trustee's enlisted successful vendor to the address as appearing in the Trustee's Register or to the Registered Office of the Successful vendor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.</p>	Notice to Successful vendor.
4.20	<p>The Successful vendor and his Sub-successful vendor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.</p>	Successful vendor not to publish photograph or particulars of work

4.21	The Successful vendor shall, at the Trustees' cost to be decided by the Engineer, render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Successful vendor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body, on or near the site of work and in default, the Successful vendor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Successful vendor to provide facilities to outsiders
4.22	The work has to be carried out by the Successful vendor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement
4.23	All constructional plants, temporary works and materials when brought to the site by the Successful vendor, shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.	Trustees' lien on Successful vendor's Plant & Equipment.
5.0	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.	
5.1	The Successful vendor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Successful vendor's tender/offer by the Trustees or within such preliminary time as mentioned by the Successful vendor in the Form of Tender or the time accepted by the Trustees. The Successful vendor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the successful vendor.	Preliminary time to commence work and maintenance of steady rate of progress
5.2	The Successful vendor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Successful vendor.	Successful vendor's site office

5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the successful vendor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the successful vendor, then the Engineer or his Representative shall order and the successful vendor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the successful vendor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive.	Successful vendor to observe Trustees' working hours
5.4	Unless stipulated otherwise in the contract, all materials required for the work shall be procured and supplied by the successful vendor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.	Successful vendor to supply all materials as per requirement of the Engineer or his representative
5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.	Materials & Works
5.6	Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Successful vendor's cost.	Successful vendor to submit samples for approval
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Successful vendor.	Successful vendor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the successful vendor in accordance with the contract, the following conditions shall apply;	

	<p>(a) The Successful vendor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.</p>	<p>The Successful vendor shall account for and look after the Trustees' materials</p>
	<p>(b) Being the custodian of the Trustees' materials, the successful vendor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Successful vendor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission.</p>	<p>Successful vendor 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 Successful vendor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Successful vendor shall, however, communicate his requirement of such materials to the Engineer from time to time.</p>	<p>Delay in supply of Trustees' materials will only entitle the Successful vendor for extension of completion time of work</p>
	<p>(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the successful vendor shall be recovered from the successful vendor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the successful vendor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the successful vendor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.</p>	<p>Recovery from Successful vendor for Trustees' materials under normal circumstances</p>

	<p>(e) If the Engineer decides that due to the successful vendor's negligence, any of the Trustees' materials issued to the successful vendor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the successful vendor in excess of normal wastage, then the value thereof shall be recovered from the successful vendor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -</p> <p>(1) The issue rate of the materials at the Trustees' Stores and</p> <p>(2) The market price of the material on the date of issue as would be determined by the Engineer.</p>	<p>Recovery from Successful vendor for Trustees' materials under other circumstances.</p>
<p>5.9</p>	<p>The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (i) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Successful vendor shall comply with such order at his own expense and within the time specified in the order. If the successful vendor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the successful vendor and after giving him a written prior notice of 7 days.</p>	<p>Successful vendor to replace materials/work not acceptable to the Engineer or his Representative</p>
<p>5.10</p>	<p>No work shall be covered up and put out of view by the successful vendor without approval of the Engineer or his Representative and whenever required by him, the successful vendor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the successful vendor.</p> <p>The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.</p>	<p>Successful vendor to seek approval of Engineer or his Representative before covering up any portion of work</p>

5.11	<p>On a written order of the Engineer or his Representative, the successful vendor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the successful vendor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –</p> <ul style="list-style-type: none"> <li>(a) otherwise provided for in the contract, or</li> <li>(b) necessary by reason of some default on the part of the successful vendor, or</li> <li>(c) necessary by reason of climatic conditions on the site, or</li> <li>(d) necessary for proper execution of the works or for the safety of the works or any part thereof.</li> </ul> <p>The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the successful vendor, as shall, in the opinion of the Engineer, be fair and reasonable.</p>	Successful vendor to suspend work on Order from Engineer or his Representative
5.11.1	<p>If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for, the Engineer shall notify the same to the successful vendor in writing and the successful vendor shall stop further works in compliance of the same. The Successful vendor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.</p>	
5.12	<p>When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the successful vendor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Successful vendor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Successful vendor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.</p>	Completion Certificate G.C.1.
6.0	TERMS OF PAYMENT :	

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



6.5	<p>Based on the quantum of work and the value thereof computed in the Measurement Book, the Successful vendor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may, in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Successful vendor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.</p>	Successful vendor to prepare and submit his bills
6.6	<p>At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Successful vendor, Provided always that –</p> <ul style="list-style-type: none"> <li>(i) the materials shall, in the opinion of the Engineer or his Representative, be of imperishable nature,</li> <li>(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions,</li> </ul>	Advance payment against Non-perishable materials

	<p>(iii) a formal agreement has been drawn up with the successful vendor, under which the Trustees secure a lien on the successful vendor's materials,</p> <p>(iv) the materials are safe-guarded by the successful vendor against losses, shortage and misuse due to the successful vendor postponing the execution of the work or otherwise,</p> <p>(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the successful vendor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the successful vendor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,</p> <p>(vi) in the event of storage of such materials outside the Trustees' protected areas the Successful vendor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.</p> <p>(vii) The amount of advance shall be recoverable from the successful vendor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) &amp; (vi) above, shall be returned to the Successful vendor duly discharged by the Engineer on behalf of the Trustees.</p>	
6.7	<p>No certificate of the Engineer or his representative shall protect the Successful vendor against or prevent the Trustees from obtaining repayment from the Successful vendor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Successful vendor on any account.</p>	<p>Recovery for wrong and over payment</p>

6.8	No claim for interest shall be admissible or payable to the Successful vendor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Successful vendor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Successful vendor
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the successful vendor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
7.2	The Engineer shall have the power to order the Successful vendor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Successful vendor upon receipt of such an order shall act as follows :  (a) Increase or decrease the quantity of any work included in the contract.  (b) Omit any work included in the contract.  (c) Change the Character or quality or kind of any work included in the contract.  (d) Change the levels, lines, position and dimensions of any part of the work, and  (e) Execute extra and additional work of any kind necessary for completion of the works	Engineer's power to vary the works
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Successful vendor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed

7.5	<p>(a) The Successful vendor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.</p> <p>(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.</p> <p>(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p> <p>(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.</p>	Payment for extra or additional or omitted work or substituted work Engineer's powers
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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 Successful vendor, cause delay in completing the work, the successful vendor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work, with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Successful vendor and his decision shall be binding on the Successful vendor. If an extension of completion time is granted by the Engineer, the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.	Extension of completion time
8.2	(a) If the Successful vendor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Successful vendor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.	'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 Successful vendor. The payment or deduction of such compensation/damage shall not relieve the Successful vendor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Successful vendor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Successful vendor, after a minimum three days notice in writing has been given to the Successful vendor by the Engineer or his Representative.	

8.3	<p>Without being liable for any compensation to the Successful vendor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Successful vendor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :</p> <ul style="list-style-type: none"> <li>(i) The Successful vendor has abandoned the contract.</li> <li>(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Successful vendor's lapses.</li> <li>(iii) The Successful vendor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.</li> <li>(iv) The Successful vendor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.</li> </ul>	Default of the Successful vendors remedies & powers/Termination of Contract.
	<ul style="list-style-type: none"> <li>(v) The Successful vendor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</li> <li>(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the successful vendor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.</li> <li>(vii) The Successful vendor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.</li> </ul>	
8.3.1	<p>Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Successful vendor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.</p>	

8.3.2	In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Successful vendor's risk and expense and the Successful vendor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Successful vendor, had he duly completed the whole of the work in accordance with the contract.	
8.3.3	Upon termination of contract, the Successful vendor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.	
8.3.4	The Trustees shall have the power to retain all moneys due to the Successful vendor until the work is completed by other agency and the Successful vendor's liabilities to the Trustees are known in all respect.	
9.0	<b>MAINTENANCE AND REFUND OF SECURITY DEPOSIT</b>	
9.1	On completion of execution of the work the Successful vendor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Successful vendor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Successful vendor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Successful vendor in any manner deemed suitable by the Engineer.	Successful vendor's obligation for maintenance of work.

9.2	The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the successful vendor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Successful vendor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Successful vendor of his obligations under the contract for full and final completion of the work.	Certificate of final completion
9.3	On completion of the contract in the manner aforesaid, the Successful vendor may apply for the refund of his Security Deposit by submitting 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 Successful vendor, after making deduction therefrom in respect of any sum due to the Trustees from the Successful vendor.	Refund of Security Deposit
10.0	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION	
10.1	In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Successful vendor.	Engineer's decision
10.2	If, the Successful vendor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.	Chairman's award.



10.3	If, however, the Successful vendor be still dissatisfied with the decision of the Chairman, he shall, within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.	Arbitration.
10.3.1.	If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.	
10.3.2	The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.	
10.3.3	The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.	
10.3.4	The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.	
10.3.5	The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.	
10.3.6	The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.	
10.3.7	Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.	

10.4		The Successful vendor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Successful vendor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.	
10.5		Provided always as follows:	
	[a]	Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.	
	[b]	The Successful vendor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.	
	[c]	Successful vendor's dispute, if any, arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C, 2.  No dispute or difference on any matters whatsoever, pertaining to the Contract can be raised by the successful vendor after submission of certificate in Form G.C. 3 by him.	
	[d]	Successful vendor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.	
	[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 Successful vendor.	