कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S.Dock

51 ,सि. जी. आर. रोड , कोलकाता -700043

दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

Tender Notice No.: 707/NSD/39 **Dated: 23.03.2015**

Sealed tenders are invited from resourceful, experienced, reputed firms having License for Pest Control Services for the subject work as per following Prequalification Criteria:-

Tenderer should have successfully completed similar works like **construction / maintenance work of building / shed /boundary wall etc**. last **7 (Seven) years** ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

B) The intending tenderer should have average Annual Financial turnover during the last **3 years** ending **31st March** of the previous financial year should be at least 30% of the estimated amount put to tender.

Name of Work : **Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)**

Estimated Amount : Rs. 8,63,950.01

Earnest Money : Rs. 17,300.00

Time of Completion : 4 (four) months

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12 noon on **16.04.2015** on payment of **Rs. 600.00** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website www.kolkataporttrust.gov.in. before **12 noon on16.04.2015**

The tenders must be submitted along with copy of VAT, ESI Registration Certificate, I.T. No. and Valid Labour License No. (as applicable) and documentary evidence in support of Prequalification criteria as mentioned above by 3 P.M. on **17.04.2015** fulfilling conditions of Para above or **Clause No. 5** of the covering page of tender documents as per KoPT website www.kolkataporttrust.gov.in. Tenders will be opened shortly after 3.P.M. on the same day in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)

Sr. Executive Engineer, N. S .Dock

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

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दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

No.: 707/NSD/39 Dated:23.03.2015

Tender notice no. 707/NSD/39 dt.23.03.2015

The Chief Public Relations Officer,

Sub: **Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre**

including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)

Please arrange for insertion of the enclosed matter [sent in triplicate] in the local dailies as per details given below including NIT No. & date.

1. Column in which the Advertisement is to be published : Classified.
2. Number of insertion : 1 (one)
3. Date (s) insertion : Earliest available issue **(Immediate)**
4. Language in which the Advertisement is to be published : **English / Bengali / Hindi**

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)
Sr. Executive Engineer, N. S .Dock

Copy together with a copy of advertisement released for publication is forwarded to the FA & CAO (**Attn: Sr. Accounts Officer, Cash & Pay)** for information and necessary action.

Enclo: As stated.

Copy to: The Treasurer for necessary.

Copy to the **Chief Engineer**, for kind information please.

Copy to the **Director, P&R**, for kind information please. The tender documents are being sent to you through intra mail at hocc @ kopt.in for insertion in Kolkata Port Trust website, www.kolkataporttrust.gov.in. Downloading of tender documents shall be blocked from 12 noon on **16.04.2015**

Copy to the Senior Executive Engineer, **Kolkata/ KPD/ South/ Railways/ RS/ Dev/ RT/ Contract /** for circulation please.

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय
Office of the Senior Executive Engineer, N.S.Dock
51 ,सि. जी. आर. रोड , कोलकाता -700043
दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

No.: 707/NSD/39 Dated: 23.03.2015

Tender notice no. 707/NSD/39 dt.23.03.2015

Name of the work :- **Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)**

Estimated cost : **Rs. 8,63,950.01**

Earnest money **: Rs. 17,300.00**

Cost of Tender Papers : **Rs. 600/-**

Time of completion **: 4 (four) months.**

Last date of purchase of tender documents : **16.04.2015 (up to 12 noon)**

Date of submission : **17.04.2015 up to 3.00 P.M.** at Sr. Ex. Engineer, NSD office.
Details may be obtained from Kolkata Port Trust
Website **www.kolkataporttrust.gov.in**

Tender Authority : Sr. Ex. Engineer, N.S. Dock.
Kolkata Port Trust,
51, C.G.R. Road, Kolkata-43

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)
Sr. Executive Engineer, N. S .Dock

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

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दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

NIT No.: 707/NSD/39 Dt.23.03.2015

Note: Last Date of Purchase of tender documents: **----------** (up to 12 noon)

Tender is due for submission by 3:00 P.M. On **----------**

Techno commercial Bid

Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)

Dated :
51,C. G. R. Road
Kolkata- 700 043..

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)
Sr. Executive Engineer, N. S .Dock

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

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दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

NIT No.: 707 /NSD/39 **dt. 23.03.2015**

Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)

Sealed tenders are invited from bonafide, resourceful, experienced and reputed firm and also Registered Contractors of Ko.P.T. for the subject work of estimated amount of **Rs.8,63,950.01 [approx]** as per following Prequalification Criteria on **Percentage above / below /at Par basis on estimated rates/amount as shown in the Bill of Quantities** in accordance with this Notice Inviting Tender, the **General Conditions of Contract**, enclosed **Instruction to Tenderer, Special Conditions of Contract, Technical Specifications for this Work and Bill of Quantities.**

Esentitial Prequalification Criteria:

1. A) Tenderer should have successfully completed similar works like **construction / maintenance work of building/ shed /boundary wall etc.** last **7 (Seven) years** ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated amount put to tender.
b) Two similar completed works each costing not less than the amount equal to 50% of the estimated amount put to tender.
c) One similar completed work each costing not less than the amount equal to 80% of the estimated amount put to tender.

B) The average Annual Financial turnover of the intending tenderer during the last **3 years** ending **31st March** of the previous financial year should be at least 30% of the estimated amount put to tender.

C) Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

2. a) Both Enlisted Contractor as well as outside Contractor can participate in the subject tender, if they fulfill the prequalification criteria as mentioned above.

b) Each tenderer shall have to deposit a sum of **Rs. 17,300.00** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order drawn** in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata. The Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Earnest money deposit will be refunded to the unsuccessful tenderers without **any interest**. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.

c) The KoPT registered class A contractor will be allowed to participate the tender without Earnest Money.

d) The KoPT registered Contractor, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of **Rs. 17,300.00** as Earnest Money in form of **Bankers' cheque / Demand Draft / Pay order** in favour of **"KOLKATA PORT TRUST" on any Schedule Bank payable at Kolkata** together with the sealed tender in a separate envelope.

3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer without **interest**, after the selection of a successful tenderer and in the case of the successful tenderer this amount will be adjusted against the **Security Deposit.** If any tenderer withdraws his tender before **4(four) months** from the date of opening of the tender (techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.

4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.

5. Materials, except departmental materials if any, required for the work shall be procured and supplied by the successful tenderer and shall be of the best and approved quality and should comply with the relevant **I.S. / I.R.C./MOST** or other relevant Specifications. The departmental materials if any, will be supplied to the successful tenderer at free of cost but the successful tenderer shall have to procure the said departmental materials from the departmental store / yard at his own cost including supply of labours, vehicles, loading, unloading all complete.

6. The tenderer must fill in **Schedule 'O'** with full particulars of similar works carried out by them previously and submit in **Schedule 'T'** the details of technical set up of the Company and the technical Personnel who should be looking after the works.

7. The tenderer shall include in their prices sums payable as Taxes **Particularly, VAT, Royalty or** otherwise to the **Government or Public Bodies or Individual** and such taxes shall not be an extra charge payable by the Trustees'.

8. i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act they have to furnish the details of registration.

iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an **affidavit** in original **affirmed before a first class Judicial Magistrate** in a Non-Judicial Stamp Paper worth **Rs. 10.00** to that effect as per enclosed KoPT approved format. (**Format of affidavit is enclosed at the end of the techno-commercial Bid).**
Regarding submission of Affidavit, the **stamp paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit**. The bidder may purchase stamp-paper prior to the publication of tender but **the Affidavit must be sweared after the date of hoisting/publication of NIT.**

iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth **Rs. 50.00**. **(Format of indemnity Bond is enclosed at the end of the techno-commercial Bid).**
V) The intending tenderer shall intimate their EPF Registration No. Failing which their tender would be liable to cancelled.

9. The intending tenderer should submit performance certificate/credential of works as per the enclosed Proforma of Ko.PT. **(Format of performance certificate/credential of works is enclosed at the end of the techno-commercial Bid).**

10. The tenderer shall submit certified copy of the **Certificates of VAT Registration No.** and also declare their **Permanent Income Tax Account No.** in the last page of the B.O.Q.

11. The successful tenderer shall be required to execute a **Contract Agreement** to be prepared in the form annexed to the **General Conditions of Contract** together with such modifications as may be necessary within a month from the date of placement of Work Order. He is required to submit **6(six)** Copies of all documents, correspondence and connected papers etc., as detailed in the **Form of Contract Agreement** prepared on **Non-Judicial Stamped Paper** of requisite denominations all at his own cost.

12. The tenders[**Both Techno Commercial Bid & Price Bid**] shall be submitted in sealed covers superscribed the name of work to the **Sr. Ex. Engineer, NSD Office, Kolkata Port Trust, 51, CGR Road, Kolkata- 700 043 (India) by 3 P.M. on 17.04.2015** after that no tender will be accepted. Last date of purchase of Tender documents on **16.04.2015** [**up to 12 Noon].**

13. Among the duly submitted proper tenders in which only **Techno Commercial Bid** would be opened at the office of the undersigned shortly after **3 P.M. on 17.04.2015** Date of opening of the **Price Bid** of the Prequalified bidder will be intimated later on. If any tenderer or his duly authorised representative wishes to be present at the time of opening of the tenders, he may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the tenders may be submitted by **3 P.M.** on next working day to be opened shortly thereafter.

14. The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

15. Tender documents shall be issued from the office of the **Sr. Ex. Engineer, N.S.D., 51, C.G.R. Road**, **Kolkata-700 043.** The Tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata-700 001 a sum of **Rs.600/- [Non-refundable]** towards cost of Tender documents.

16 Tenderer may also submit the tender getting down loaded from the Web site (www.kolkataporttrust.gov.in) of Kolkata Port Trust. In that case the bidding party shall have to pay the amount of **Rs.600/-** [Non-refundable] towards the cost of bid document by draft or Bankers' Cheque drawn in favour of "**KOLKATA PORT TRUST"** at the time of submission of tender documents.

17. The tender shall be submitted in one sealed envelope superscribing the name of the work which shall **contain three sealed envelopes, Marked –A, Marked-B** and **Marked -C** stating clearly in the top envelope that envelope contains three envelopes **Marked –A, B** and **C** separately in sealed condition.

18. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

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

20. "Service tax will be deducted at applicable rate fixed by the government time to time on the amount of recoveries like L.D, damage , penalty, land rent, electricity charges etc. from the contractor's bill".

21. As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable. Reimbursement of service tax will be made to the contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994.

22. The tender will not be extended under any situation.

The sealed envelope Marked – A shall contain:

a) Demand Draft/Pay Order against Earnest Money Deposit in original and TR/ Money Receipt /Demand Draft/Pay Order towards cost of tender documents.

b) If downloaded from Website, Demand Draft/Pay Order against Earnest Money Deposit in original and Demand Draft/ Pay Order towards cost of tender documents.

The sealed envelope Marked – B {Techno-commercial Bid} shall contain:

a) The Techno commercial Bid duly signed on every pages with duly filled in 'Schedule –T' and 'Schedule- O' of Techno commercial Bid and sealed without any price bid therein.

b) The General Conditions of Contract of KoPT duly signed and sealed on every page.

c) Certified copies of the documents in support of experience/performance certificate/credential of works as stated in Pre-Qualification criteria vide Cl.No.1 (A) & 9 above.

d) Certified copies of PAN Card.

e) Certified copies of Certificates for VAT Registration No.

f) Certified copies of ESI Registration Certificates or the original copy of Affidavit and Indemnity Bond as per clause no.8 above.

g) Last three years balance sheet and profit & loss account in support of Annual Financial turnover as per clause no.1 (B) above.

h) Certified copies of PF Registration details.

The Sealed envelope Marked-C [Price Bid] shall contain:

a) Preamble to Bill of Quantities

b) The Bill of Quantities duly filled in.

c) The Form of Tender duly filled in as enclosed in the tender document.

d) All the pages of Price Bid should be duly signed and sealed.

Enclo: Instructions to Tenderer, Scope of Work & Special Conditions of Contract, Technical Specification of contract, Schedule 'O' and Schedule 'T', Format of indemnity Bond, Format of affidavit. **Techno Commercial Bid**

Preamble to Bill of Quantities and Bill of Quantities, Form of Tender. **Price Bid**

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)
Sr. Executive Engineer, N. S .Dock

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय
Office of the Senior Executive Engineer, N.S.Dock
51 ,सि. जी. आर. रोड , कोलकाता -700043
दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)

INSTRUCTION TO TENDERERS

1. The subject work is required to be carried out with high degree of precision, supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions and Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; Special **Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supersede **General Specification.**

2. The tenderers shall inspect the site and its neighborhood and acquaint themselves with actual working condition. Accessibility of the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Senior Executive Engineer (NSD)** at his office at **51, C.G.R. Road, Kolkata - 700 043**, during office hours.

3. Tenderers' attention is drawn to **Clause 3.4, 3.5, 3.6** of the **General Conditions of Contract** regarding **Earnest Money** and **Security Deposit** prescribed in the tender and C**lause 8.0** regarding **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.**

4. The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender (techno-commercial bid).

5. The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole during execution of work.

6. The tenderer is to work out his rates at **Percentage above par / below par / at par basis** taking into account the full details of works.

7. The tenderer must fill in the **Form of Tender.**

8. Taxes and Duties:

The rate quoted by the tenderer should be considered to complete the work in all respect and should include all taxes, octroi, surcharge etc. payable to Government or any other concern and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances

9. Rate for payment against extra Items:

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; otherwise,

(i) The rate of payment of work involving labour & material shall be fixed on the following basis.
   a) Cost of materials consumed including transport and wastage, plus
   b) Cost of labour actually engaged in the works, plus
   c) Taxes and Duties as applicable, plus
   d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

(iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

10. Working Period:

As the work is urgent in nature, the work may be carried out round the clock, if necessary, including on Sundays and Holidays with prior permission of the Engineer –in Charge without any extra cost.

11. Time of Completion:

The work is required to be completed within **4 (four) months** from the date of placement of Work order/ LOI.

12. Escalation:

No escalation variations on the prices of **labour, materials and POL** will be entertained and thus the rate should be quoted with due consideration of the same.

13. Suspension of Work / Idle time:

The matter shall be decided by the **Clauses** as stipulated in **General Conditions of Contract vide** Clause No.**5.11** and other relevant Clauses in this respect. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees.

14. Water:

i) Water required for construction work will have to be arranged by the Tenderer at their own cost.

ii) KoPT will arrange to provide a source of supply for drinking water at a suitable point free of cost from where the contractor may draw a line for purpose of drinking water only.
Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

iii) In any case Dock water will not be allowed to be used for any work including curing.

15. Power Supply:

If possible a supply of power shall be made available at required points on payment of usual charges to the Trustees' as per the KoPT Rules. However, it is to be noted that in the event of KoPT fails to make available supply of powers, the Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Trustees'.

16. The 2nd hand rail against B.O.Q item No. 23 of Part-A will be supplied to the Contractor free of cost from KoPT's store or from any other locations within the Port area.

17. On A/C. Payments for measurement work:

Tenderers attention is drawn to Clause 6 of the General Conditions of Contract on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/C. Payment.

18. The successful tenderer will be required to comply with the relevant provisions of Building and other constructions workers (Regulation of Employment and Conditions of Service)Act.1996 and West Bengal building and other constructions workers (Regulation of Employment and Conditions of Service) Act.2004 as well as Building and other constructions workers' Welfare Cess Act.1996 and the rules framed there under.

19. An amount of **Cess** calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

20. If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

21. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be rejected.

22. The work is to be carried out without causing any hindrance to the operational work of the Marine Department/and other departments in the area under work. The tenderer will provide in his rate due allowance for precautionary measures as well as for any possible interruption due to traffic operation.

23. Bidder shall not use 'White Ink' for correction at any place of the tender paper.

24. Non-conformation to the instruction at Point No. 22 above shall be treated as non-responsive and hence, may disqualify the tender.

25. Clarification of Bids:

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

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

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

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Scope of Work

The work comprises of dismantling of damaged boundary wall, providing New Brick work, plastering work R.C.C. concrete work, fixing of 2nd hand rail work painting work etc. Asper BOQ at Hydraulic Model Centre.

The work shall be carried out and described above and set forth in **Bill of Quantities**, **Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship** with all additional or varied works which may thereafter be required in accordance with **Clause 7 of General Conditions of Contract** and as per direction and up to satisfaction of the Engineer.

The intending tenderer shall inspect the site of work in consultation with the **Senior Executive Engineer, NSD** and acquaint himself with the nature of work before preparing his tender. His attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

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

a) Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.

b) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done including storage of materials, fencing etc., as well as sequence of construction and all other details as may be required by him.

c) To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.

d) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

****

SPECIAL CONDITIONS OF CONTRACT

1) General :

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition), Road Congress Specifications (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Condition of Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, drawing, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

2) Project Information:

i) Owner**:** **KOLKATA PORT TRUST**

ii) Title**:** **Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)**

iii) Location**:** **Hydraulic Model Centre**

iv) Road access**:** **C.G.R. Road**

3) Work Site:

The work site is located **at Hydraulic Model Centre.** Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Senior Executive Engineer (NSD) at his office at 51, C.G.R. Road, Kolkata – 700 043** in order to make the site inspection along with his representative.

4) Sufficiency of Tender:

i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

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

iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

5) Responsibility of the Contractor for methodology of works:

i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

iii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

6) **Quality Control:**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work.

The quality control function shall include but not be limited to the following items.

a) Sampling and Testing of Construction Materials:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer.

b) Sampling and Testing of work at various stages of construction:

Essentially to be carried out in the field, unless permitted otherwise by the Engineer.

7) **Setting out of work and initial measurements:**

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

8) **Method of Measurement:**

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

9) **Codes and Standards:**

All works under this specification will be executed according to the spirit of this technical specification. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Road Congress (IRC) / Indian Standard (IS) Specifications and International Code of Practice will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

10) **Materials & Workmanship:**

All materials, unless otherwise mentioned, shall have to be procured by the successful tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best if the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

11) **Safety**:

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost. The Contractor shall provide lights and signals at his own cost. Lights shall be so placed or screened so as not to interfare with any navigational light or signal or other marking.

12) **Programme and Progress:**

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

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

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

13) **Temporary Works:**

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

14) **Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statuary amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

15) **Protec tion of existing services:**

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.
The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

16) **Cleaning during execution and after completion:**

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/yards, dispose of the debris/dismantled unserviceable materials beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

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

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

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Traffic Manager's Department and the Chief Mechanical Engineer's Department while executing the works. The Senior Executive Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Senior Executive Engineer of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The Senior Executive Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Senior Executive Engineer should be informed promptly.

18) **Discrepancies in Contract Documents:**
The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies; the **Specifications and Bill of Quantities** shall prevail over **signed drawings**, **Bill of Quantities** over the **Specifications**, **Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the Tenderer's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

19) **Employment of Local Resources:**

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

20) **Calcutta Port Trust**:

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

21) **Workmen and Wages:**

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.
The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

22) **Defect Liability Period:**

The defect liability period for the work is **1 (One) year** from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including $19^{1}/_{4}$ % departmental charges will be recovered from the security deposit or any other dues of the contractor.

23) Port Area Obligations:

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

The contractor shall, abide by all the regulations and rules of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.

24) **Bank Guarantee in lieu of Cash Security Deposit:**

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5** of **General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

25) **Dewatering*:***

If water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, ,pumpings or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering.

26) **Test Equipments:**

The Contractor shall provide at his own cost all necessary equipments and all necessary facilities for such testing which by the nature of work will have to be done at Site. It may be noted that the equipments are to be provided and testing carried out as per direction of the Engineer without any reservation and at the cost and expenses of the Contractor.

Except otherwise stated in the Bill of Quantities any other testing of materials or workmanship desired by the Engineer shall have to be carried out by the Contractor at his own cost.

27) **Materials and Testing:**

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform to the relevant Indian Standard. Materials thus supplied shall be subject to testing by the Engineer at his discretion. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory as directed by the Engineer and also to deposit with the necessary laboratory charges for testing. Cost of such testing will be entirely borne by the contractor unless otherwise stated in the B.O.Q. In the event of material being found substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost.

28) **Dock Permit**:

i) For works inside the Docks, Dock permit required for men , materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge of **Rs. 5.00 P** will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.

ii) Necessary permission from Competent Authority to executed the works within the restricted area is required to be obtained.

29) **Measures against pollution**: - The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

30) The work has to be carried out in an operational zone. The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

31) Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store /sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions /directions of Engineer-in-Charge and no extra cost will be entertained for this.

32) "Service tax will be deducted at applicable rate fixed by the government time to time on the amount of recoveries like L.D, damage , penalty, land rent, electricity charges etc. from the contractor's bill".

33) Micro and Small Enterprises firms registered with National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of cost of Tender Document and depositing Earnest Money, for which copy of valid National Small Industries Corporation certificate is to be attached.

34) **Power Supply:**

If possible a supply of power shall be made available at required points on payment of usual charges to the Trustees' as per the KoPT Rules. However, it is to be noted that in the event of KoPT fails to make available supply of powers, the Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Trustees'.

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S.Dock

51 ,सि. जी. आर. रोड , कोलकाता -700043

दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

SCHEDULE – "T"

The tenderer shall submit below the particulatrs of Technical set up of company and also indicate the Technical personnel who will be looking after the works.

Name of Technical personnel	Position held	Qualification	Period of service with the company

Dated, the ..... 2015 . (Full Signature of the Tenderer)

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग/ Civil Engineering Department

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दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

SCHEDULE – "O"

Tenderers must fill in the undernoted columns:

Sl. No.	Full Particulars of similar works carried out by tenderer	Amount of work	Completion time as stated in tender	Actual Completion time	Name & Address of authorities for whom work was carried out	Name & Address to whom references can be made

SCHEDULE –"O" Sheet – 2

The tenderers are also requested to furnish the following particulars

(A) In case of a Limited Company

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

(B) In case of a Firm

1.Name & Address of the firm	
2. When business started	
3.If registered, a certified copy of the certificate of Registration	
4. certified copy of the Deed of Partnership	
5. Full Name & Address of each of the partners and the interest of each partners in the partnership, any special particulars as to partners if desires to be stated	
6. Whether the firm pays income tax over Rs.10, 000/- per year. 7. Copies of audited Balance sheets of the Company for the last three years	

(C) In case of an Individual

1. Full name & address of the tenderer, any special particulars of the tenderer if desired to be stated. 2. Name of the father of the tenderer 3. Whether the tenderer carries on business in his own name or any other name.	
4. When business was started and by whom. 5. Whether any other person is interested in the business directly or indirectly. If so, name, address etc. of such persons and the nature of such persons and the nature of such interest. 6. Whether the firm pays income tax over Rs.10, 000/= per year.	
7. Copies of audited Balance sheets of the Company for the last three years.	

Dated, the .....2015 **(Full Signature of the Tenderer)**

(Proforma of Performance certificate/credential of works)

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

[Format of Affidavit]

On the Rupees Ten Non-Judicial Stamp Paper.

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT .....

AFFIDAVIT

I..... son of ..... aged about..... year, by faith ..... , by occupation ..... residing at ....., do hereby solemnly affirm and declare as follows:-

1. **THAT** I am the proprietor/Partner of ..... Having office at ..... And carrying on business on the said 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 E.S.I. Act and the said Firm has no valid E.S.I. Registration.

3. THAT **the present affidavit is to be files before the Kolkata Port Trust as per the Clause No.8 of the Tender No. ..... dt. ..... issued by Kolkata Port Trust in respect of the work "..... .**

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

DEPONENT

Identified by me

[Format of Indemnity Bond]

On the Rupees Fifty Non-Judicial Stamp Paper.

INDEMNITY BOND

By THIS BOND I, Shri/Smt……., son of Shri/Smt ……..Residing at …… by occupation ……. the Partner/Proprietor/Director ……..having office at ……., am a tenderer under Civil Engineering Department, Kolkata Port Trust (A statutory Body under MPT Act, 1963).

2. **W**HEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Civil Engineering Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/Contractor.

3. **N**OW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accident 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 **NIT No. ..... dt. ..... .**

4. **A**ND the Contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I, ..., the Partner/ Proprietor/Director……. hereto set and seal this the ……. Day of ……..... in the year ……at ……..

Signature of the Indemnifie

Sureties:

1. Signature:

Name:

Address:

2. Signature

Name:

Address:

Witnesses:

Signature

Name:
Address:

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय
Office of the Senior Executive Engineer, N.S.Dock
51 ,सि. जी. आर. रोड , कोलकाता -700043
दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

Tender for repairing of the damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD)

NIT No.: 707 /NSD/39 Dt.23.03.2015

Note: Last Date of Purchase of tender Documents: **16.04.2015** up to 12 noon)

Tender is due for submission by 3:00 P.M. On **17.04.2015**

PRICE BID

वरिष्ठ कार्य कारी अभियंता (एन. एस. डी.)
Sr. Executive Engineer, N. S .Dock

Dated:
51, C. G. R. Road
Kolkata- 700 043

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय
Office of the Senior Executive Engineer, N.S.Dock

51 ,सि. जी. आर. रोड , कोलकाता -700043
दूरभाष/ Phone: 2439-7912**, विस्तार**/ Extension: **354, 356**

Tender for Repair and renovation of damaged R.C.C. slab, steel structures and roofing including plastic water storage tanks and G.I. pipe lines including fittings as necessary at the roof of Subhas Bhavan (NSD)

PREAMBLE TO THE BILL OF QUANTITIES

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.

2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

3. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

4. Where separate items such as mobilization, demobilization, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the **cost of such works shall be** deemed to have been included in the prices and rates of other items.

5. Without affecting the generality of the foregoing provisions, the Prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-

a. The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

b. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

c. Setting out including the location and preservation of survey markers, measurement and supervision.

d. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

e. All First Aid, Welfare and safety requirements.

f. Damage caused to the works, plants, materials and consumable stores caused by weather.

g. Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.

6. The quantities given in the Bill of Quantities are estimated only and are given to provide a basis for comparison of tenders. Payment to the Contractor shall be made on the basis of prices and rates quoted in the tender for measured quantities of the work done by him. It must be clearly understood that this is a quoted rate tender at percentage Above par/At par/Below par as the case may be on estimated amount and not a lump sum one. The quantities of work required to be carried out by the Contractor may vary.

7. The Contractor should be held responsible for the safe custody of materials, Machineries etc. at site procured by him or issued to him by the Trustees.

Office of the Senior Executive Engineer, N.S.Dock
51 ,सि. जी. आर. रोड , कोलकाता -700043
दूरभाष/ Phone: 2439-7912, विस्तार/ Extension: **354, 356**

E.E.O. No. 44/NSD dt-21.10.14 **Allocation: 077/771/531**

Name of work: Repairing of damaged boundary wall at the eastern side surrounding the office campus of Hydraulic Model Centre including protection works of Eastern side boundary wall and repairing of the masonry surface drain along the wall (NSD).

BILL OF QUANTITIES

It. No.	Description of work	Qnty.	Rate. Rs. P.	Unit	Amount Rs. P.
1.	Dismantle all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site & removing the rubbish as directed within a lead of 75 m in ground floor including roof.	27.00	276.64 (Rupees two hundred seventy-six and paisa sixty-four only)	Cu. M.	7,469.28
2.	Earthwork in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing, spreading or stacking the spoils within a lead of 75 Mtrs as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottoms, bailing out water as required complete. Depth of excavation not exceeding 1500 mm.	90.00	7377.04 (Rupees seven thousand three hundred seventy-seven and paisa four only)	% Cu. M.	6,639.33
3.	Single brick flat soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	250.00	340.00 (Rupees three hundred forty only)	Sq. m.	85,000.00
4.	Supplying and laying plain cement concrete (1:3:6) with 20 mm stone chips excluding shuttering if any in foundation & plinth.	50.00	4727.56 (Rupees four thousand seven hundred twenty-seven and paisa fifty-six only)	Cu. M.	2,36,378.00
5.	Bricks work with 1st class bricks in cement mortar (1:6). a) In foundation & plinth. b) In superstructure, ground floor.	 17.00 12.00	 4999.00 (Rupees four thousand nine hundred ninety-nine only) 5147.00 (Rupees five thousand one hundred forty-seven only)	 Cu. M. Cu. M.	 84,983.00 61,764.00
6.	Stripping off worn out plaster and raking out joints of walls, cellings etc. upto any height and in any floor including removing rubbish within a lead of 75	90.00	11.60 (Rupees eleven and	Sq. m.	1,044.00

	m as directed.		paisa sixty only)		
7.	Plaster to wall, floor, ceiling with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface by chipping, etc., including throating, nosing and drip course where necessary in ground floor. (excluding the cost of chipping over concrete surface). With cement mortar. i) 15 mm thick	310.00	123.41 (Rupees one hundred twenty-three and paisa forty-one only)	Sq. m.	38,257.10
	ii) 15 mm (6:1)	475.00	105.72 (Rupees one hundred five and paisa seventy-two only)	Sq. m.	50,217.00
	iii) 20 mm thick (6:1)	55.00	124.75 (Rupees one hundred twenty-four and paisa seventy-five only)	Sq. m.	6,861.25
8.	Neat cement punning average 1.5 mm thick in wall dado, windowsills, floor, drain etc. (Note: Cement @ 0.152 cum./100Sqm.)	310.00	28.51 (Rupees twenty-eight and paisa fifty-one only)	Sq. m.	8,838.10
9.	Loading in to trucks at the lifting point, unloading at destination, stacking properly in go downs or yard etc. as directed including carriage by head load up to a lead of 30 m at each of the two points. Steel materials. Carriage of steel materials over pucca road.	23.00	154.00 (Rupees one hundred fifty-four only)	M.T.	3,542.00
10.	Fixing S.H. 90 ibs 2m length after cutting carrying (with 5km.) and fixing in true line and level as per direction of Engineer-in-Charge. The rate is inclusive the cost of carrying, cutting the rail and fixing the same but excluding the cost of cutting concrete and painting.	200.00	310.82 (Rupees three hundred ten and paisa eighty-two only)	Each	62,164.00
11.	Labour for hoisting and placing in proper position (up to 1st floor level) departmental R.S. joists, rails, channels, angles, Tees, plates etc. including fitting and fixing same with bolts and nuts, it necessary (but by excluding cost of such bolts and nuts).	230.00	260.98 (Rupees two hundred sixty and paisa ninety-eight only)	Qntl.	60,025.40
12	Supplying, fitting, fixing bolts with nuts, wsher: 10 to 16 mm dia: Length up to 75 mm	50.00	80.70 (Rupees eighty and paisa seventy only)	Kg.	4,035.00
13.	Ordinary cement concrete M-15 (Mix 4:2:1) with	6.00	5001.28	Cu. M.	30,007.68

	graded stone chips (20mm size) excluding shuttering and reinforcement if any, in ground floor and foundation. Pakur / Chandil variety, as per IS:456-2000		(Rupees five thousand one and paisa twenty-eight only)		
14.	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. For works in foundation, basement and up to roof of ground floor / up to 4 m. Tor steel / Mild steel.	0.60	69334.00 (Rupees sixty-nine thousand three hundred thirty-four only)	M.T.	41,600.40
15.	Hire and labour charges for shuttering with hard wood for precast R.C. slab curved, or straight and straight and striking out the same including fitting, fixing the precast slab in position with necessary carriage and haulage, hosting etc. complete in all respect. (Only the area in contact with concrete to be measured).	170.00	71.66 (Rupees seventy-one and paisa sixty-six only)	Sq. m.	12,182.20
16.	Repairing crack in wall by cement grouting (1:2) including widening the crack on the surface (into V section) cleaning and packing the same with cement mortar (1:2) and finishing off to match with adjacent surface.	25.00	1099.89 (Rupees one thousand ninety-nine and paisa eighty-nine only)	% Mtr.	274.97
17.	Cutting chase up to 125 x 150 mm and subsequent mending of damages. In brick wall [Cement-3.6 kg/Mtr.]	60.00	70.33 (Rupees seventy and paisa thirty-thirty-three only)	Mtr.	4,219.80
18.	Applying decorative cement based paint of approved quality after preparing the surface including scraping the same thoroughly (plastered or concrete surface) as per manufacturer's specification. In ground floor: Two coats.	150.00	39.74 (Rupees thirty-nine and paisa seventy-four only)	Sq. m.	5,961.00
19.	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	450.00	23.13 (Rupees twenty-three and paisa thirteen only)	Sq. m.	10,408.50
20.	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary:				
	a) On steel or other metal surface. With super gloss (hi-gloss) Two coat. (With any shade except white).	450.00	59.99 (Rupees fifty-nine and paisa ninety-nine only)	Sq. m.	26,995.50
21.	Welding in M.S. structural work with gas of	1500.00	8.12 (Rupees	Cm.	12,180.00

	electric: Continuous weld.		eight and paisa twelve only)	run	
22.	Surface dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and disposal of the rubbish within a lead upto 75 m as directed.	450.00	6.45 (Rupees six and paisa forty-five only)	Sq. m.	2,902.50
				Total ..... Rs.:	**8,63,950.01**

Rate offered by me/us (Score out whichever is not applicable)

1) .....% above par (+) Rs.
(in figures)

.....
(in words)

2) At par

3) .....% below par (–) Rs.
(in figures)

..... Rs.

(in words)

Total amount in words : Rupees .....

T.R. No. & Date:

Permanent Income Tax A/C.No. :

VAT clearance certificae no.:

Date, the day of Signature of the tenderer

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO. .....

To
.....
.....
.....

I/We
.....

of.....
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **4 (four) months** from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.....

(Rupees in words) .....

.....

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

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer, a sum of Rs.....vide Receipt No.....of.....as Earnest Money.

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

Signature of Tenderer
(Seal of the Tenderer)
Witness :
Signature _____

Name _____ Name of the
(In Block Letters) Tenderer: _____

Address: _____ _____

_____ Dated: _____

_____ Address: _____
Occupation: _____ _____

General Conditions of Contract
Forms And Agreements

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

KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX

MAY, 1993

AMENDMENT
TO

GENERAL CONDITIONS OF CONTRACT

❖ **Cl-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES**

Table under sub-clause (d)

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

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

DEFINITIONS

CHAPTER–1

1. DEFINITIONS

1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.

1.1 "Employer" or "Board" or "Trustees" means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. — Employer

1.2 "Chairman" means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 — Chairman

1.3 "Contractor" means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor's representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. — Contractor

1.4 "Engineer" means the Board's official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the "Engineer" so designated. — Engineer

1.5 "Engineer's Representative" means any subordinate Engineers or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. — Engineer's Representative

1.6 "Work" means the work to be executed in accordance with the Contract and includes authorised "Extra Works" and 'Excess Works" and "Tem porary Works". — Works

1.7 "Temporary Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. — Temporary works

1.8 "Extra Works" means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. "Excess Works" means the required quantities of work in excess of the provision made against any item of the bill of Quantities. — Extra works and Excess works

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

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

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

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

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

2.3 ***The Engineer shall have full power and authority :***

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

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

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

(d) to issue certificates as per contract.

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

(f) to grant extension of completion time.

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

(i) watch and supervise the works.

(ii) test and examine any material to be used or workmanship employed in connection with the work. Power of Engineer's Representative.

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

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

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

(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and

(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.

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

(a) to order any work involving delay or any extra payment by the Trustees, Limitation of Engineer's Representative's Power.

(b) to make variation of or in the works and

(c) to relieve the Contractor of any of his duties or obligations under the Contract.

Engineer's Over-riding Power

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

(a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.

(b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

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

3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES

The tender must encompass all relevant aspects/ issues

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

Site & Local condition.

(a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.

Drawing/ Specification/ Nature & extent of work to be done.

(b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.

Accommodation for Contractor's men/ materials.

(c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.

Water for drinking etc. /Electrical power.

(d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.

Payment of Taxes/duties and observance of all statutes.

(e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there-under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

(f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds.

Payment of Stamp Duty by the Contractor.

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

3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/ partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled.

Disclosure of Owner's name.

3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale.

Earnest Money and Security Deposit.

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

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

Method of Paying E.M.

(c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia.

Refund of E.M.

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

Exemption from E.M. to Regd. Firms.

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

Tender without EM liable to rejection.

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

Forfeiture of E.M. before Acceptance of offer.

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.

E.M. to be converted to part S.D.

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Earnest Money.

Mode of recovery of balance S.D.

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Scale of S.D. recovery.

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

S.D. for supply contracts to be deposited in advance.

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata/Haldia, as the case may be.

No interest payable on E.M. /S.D.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.

Mode of refund of S.D.

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. If, however, the

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

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.

Forfeiture of S.D.

3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

Bank Guarantee in lieu of Cash S.D. in certain cases.

4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR

4.1 (a) The contract documents shall be drawn-up in English language.

English language to be used.

(b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts :

Applicability of laws on the contract.

1. The Contract Act (India), 1872.
2. The Major Port Trusts Act, 1963.
3. The Workmen's Compensation Act, 1923.
4. The Minimum Wages Act, 1948.
5. The Contract Labour (Regulation & Abolition) Act,1970.
6. The Dock Workers' Act,1948.
7. The Indian Arbitration and Conciliation Act (1940) (in the case of a definite Arbitration Agreement only).

4.2 After acceptance of his Tender/Offer and when called upon to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before, shall collectively be the Contract.

Contractor to Execute Contract Agreement.

Interpretation of contract documents– Engineers' Power.

4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there by any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

All Drawings are Trustees' property.

4.4 Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.

Contractor to prepare working / progress drawings

4.5 The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.

Contractor cannot sub-let the work.

4.6 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause.

Contractors' price is inclusive of all costs.

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

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

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

4.9 Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

Contractor to submit his programme of work.

4.10 Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.

Contractor to supervise the works.

4.11 The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

Contractor to deploy qualified men and Engineer's power to remove Contractor's men.

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

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

4.13 From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period.

Contractor is responsible to protect the work.

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

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

Fossils, Treasure troves, etc. are Trustees' property.

4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.

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

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

(a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.

(b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.

(c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.

(d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.

(e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.

(f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.

Dismantled materials Trustees' property

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

Contractor's quoted rates/price must be all inclusive.

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

(a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.

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

Notice to Contractor.

4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustees' enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.

Contractor not to publish photograph or particulars of work.

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

Contractor to provide facilities to outsiders.

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

Work to cause minimum possible hindrance to traffic movement.

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

Trustees' lien on Contractor's Plant & Equipment.

4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.

5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.

Preliminary time to commence work an maintenance of steady rate of progress.

5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.

Contractor's site office.

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

Contractor to observe Trustees' working hours.

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

Contractor to supply all materials as per requirement of the Engineer or his representative

5.4 Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.

Materials & Works

5.5 Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

5.6 Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.

Contractor to submit samples for approval.

5.7 Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.

Contractor to arrange all testing at his own cost.

5.8 Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :

(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.

The Contractor shall account for and look after the Trustees' materials.

(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.

Contractor to compensate for loss and damage to Trustees' materials.

(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.

Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work.

(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.

Recovery from Contractor for Trustees' materials under normal circumstances.

(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -

Recovery from Contractor for Trustees' materials under other circumstances.

(1) The issue rate of the materials at the Trustees' Stores and

(2) The market price of the material on the date of issue as would be determined by the Engineer.

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

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

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

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

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

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

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

(a) otherwise provided for in the contract, or

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

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

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

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

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

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

Completion Certificate G.C.1.

6.0 TERMS OF PAYMENT :

6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.

On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.

All interim payments are advances till issue of Certificate in Form G.C.2

6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.

Payment on the basis of measurements at agreed rates.

6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.

Limitation for on account payment.

6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement

Recording of measurements.

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

Contractor to prepare and submit his bills.

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

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

Advance payment against Non-perishable materials.

(i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature.

(ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions.

(iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials.

(iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.

(v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/ damage, on account of loss/damage to such materials for whatever reasons.

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

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

6.7 No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.

Recovery for wrong and over payment.

6.8 No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.

Interest not admissible to Contractor.

7.0 VARIATION AND ITS VALUATION :

7.1 The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.

Quantities in Bill of Quantities of Tender.

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

Engineer's power to vary the works.

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

(b) Omit any work included in the contract.

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

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

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

7.3 No such variation shall in any way vitiate or invalidate the contract or be treated ass revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.

Variation by engineer do not vitiate the contract.

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

Where written order for variation is not needed.

7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.

Payment for extra or additional, or omitted work or substituted work, Engineer's powers.

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

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

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

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

Extension of completion time.

8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.

8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

'Liquidated Damage' and other compensation due to Trustees .

(b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/ damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

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

(i) The Contractor has abandoned the contract.

(ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.

(iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.

(iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.

(v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

(vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

(vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

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

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

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

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

Contractor's obligation for maintenance of work.

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

Certificate of final completion.

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

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

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

Refund of Security Deposit.

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION.

10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

Engineer's decision.

10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.

Chairman's award.

10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof.

Arbitration.

10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor.

10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.

10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.

10.3.4 The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.

10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.

10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.

10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.

10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5 ***Provided always as follows :***

[a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.

[b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

[c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 ibid.

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

[d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.

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

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

TENDER NO:- _____

To,

_____.

_____.

_____.

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

THE TOTAL AMOUNT OF TENDER Rs _____

(Repeat in words) _____

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

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

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature_____.

Name _____. Name of the
(In block letters) Tenderer :_____.

Address _____. Date :_____.

_____.

_____; Address : _____.

Occupation _____ _____.

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____20____ between the "Board Of Trustees for the Port Of Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part. WHEREAS The TRUSTEES are desirous that certain works should be executed viz_____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works . NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-

   (i) The said Tender/Offer & the acceptance of Tender/ Offer.

   (ii) The Drawings.

   (iii) The General Conditions Of Contract.

   (iv) Special Conditions Of Contract (If any).

   (v) The Conditions Of Tender.

   (vi) The Specifications.

   (vii) The Bill Of Quantities.

   (viii) The Trustees' Schedule of Rates and Prices (if any).

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

3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract .

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

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :-_____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :-_____

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

Name :- _____

Address :-_____

_____

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 1

Contractor _____

Address _____

_____

Date of completion : _____

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

Name of work : …….....……..

…….....……..

Estimate No. E.E.O…….....……Dt……..

C.E.O…….....……..Dt……...……..

Work Order No…….....…….

Allocation…….....……

Contract No. …….....……

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

from the _____ day of _____ 200 _____

to the _____ day of _____ 200 _____

Yours faithfully,

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

Name…….

Designation……

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

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 2.

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

CERTIFICATE OF FINAL COMPLETION.

This is to certify that the following work viz:-

Name of work : …….....…….

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

C.E.O…….....…….dt…….....…….

Work Order No…….....……..

Contract No. …….....……

Resolution & Meeting No. …….....……

Allocation : …….....…

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

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

NAME…….

DESIGNATION…….…….

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 3

('NO CLAIM ' CERTIFICATE FROM CONTRACTOR)

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

(Attn:…….....…….)

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

Dear Sir,

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

Name of work : _____

_____

Work Order No :-_____ dt. _____

Contract No. _____ dt. _____

Agreement No……..Dt……

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

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor……

Address:……..

……..

(OFFICIAL SEAL OF THE CONTRACTOR)

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

To
The Board of Trustees
for the Port of Kolkata

Bank Guarantee No. _____ Date _____

Name of Issuing Bank.....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate and duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs.....a Proprietary/ Partnership/ Limited / Registered Company, having its Registered Office at .....
(hereinafter referred to as "the Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for .....
..... (write the name of the work as per Work Order) in terms of the Work Order No.....dated.....(hereinafter referred to as "the said contract") for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....
(Rupees.....), we,
.....Branch, Kolkata...../Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....) We,
.....Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....Branch , Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same

and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, the would be no ground for us, ...(Name of Bank), ...Branch, Kolkata......./Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference , whatsoever, to the contractor.

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

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

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

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

SIGNATURE .....

NAME .....

DESIGNATION.....

[Duly constituted attorney for and on behalf of]

BANK .....

BRANCH.....

KOLKATA...../HALDIA.

(Official seal of the bank)

TABLE OF CONTENTS

		PAGE
A.	INDEX TO GENERAL CONDITIONS OF CONTRACT	1
B.	FORM OF TENDER	24
C.	FORM OF AGREEMENT	26
D.	FORMS GC 1, GC2, GC3	28-30
E.	PERMANCE BOND	31

GENERAL CONDITIONS OF CONTRACT

INDEX

CLAUSE

1.	DEFINITION	1-3
2.	DUTIES & POWER OF ENGINEER & ENGINEER'S REPRESENTATIVE	3-4
3.	THE TENDER/OFFER AND ITS PRE-REQUISITES	4-7
4.	THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	7-12
5.	COMMENCEMENT, EXECUTION AND COMPLETION OF WORK	12-15
6.	TERMS OF PAYMENT	15-17
7.	VARIATION AND ITS VALUATION	17-18
8.	DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT	18-20
9.	MAINTENANCE AND REFUND OF SECURITY DEPOSIT	20-21
10.	INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION	21-23