

10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & 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.

Chairman's award

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 decisions.

Arbitration

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 required 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.

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

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

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

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

10.3.5. The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give 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 there under, 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 justifications in the context of contract Conditions, before the issuance of final completion certificate in Form G.C. 2 *ibid*.

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA



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 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 Tenderer : ____

(In Block Letters)

Address: _____ Dated: _____

Address: _____

Occupation: _____

CALCUTTA PORT TRUST HALDIA DOCK COMPLEX

TRUST



Agreement No. _____

AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2001 BETWEEN the Board of Trustees' for the Port of Calcutta, a body Corporate constituted by the Major Port Trusts Act, 1963 (Act No. 38 of 1963) (hereinafter called the Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their assign, successors, administrator) having their H.O. at 15, Strand Road, Calcutta – 700 001 of the ONE PART and M/s. Regional Computer Centre, a firm having its office at Jadavpur University Campus Calcutta – 700 032. (Hereinafter called 'the Contractor' which expression shall, unless excluded by or repugnant to the context, be deemed to include it assigns, Successors, Administrators) of the OTHER PART.

WHEREAS the Trustees are in need of computers & peripherals for official purpose and WHEREAS the hiring of computers & peripherals should be available from Contractor entering upon contract with such Contractor for hiring of computers & peripherals at Haldia and have accordingly accepted a proposal offered by the said contractor for hiring of computers & peripherals from Feb.'2001 to Jan.' 2003. NOW THIS AGREEMENT WITNESSETH AS follows :

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

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

(a) Configuration of the computers & peripherals.

(b) The rates and conditions of Contract.

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

3. In consideration of the payment to be made by the Trustees' to the Contractor as hereinafter mentioned the Contractor hereby a covenants with the Trustees' to ensure and effect the hiring of computers & peripherals in conformity in all respects with the provisions of contract.

4. The Trustees' hereby covenant to pay to the Contractor in consideration of such hiring of computers & peripherals the contract price at the time and in the manner prescribed by the contract.

5. IN WITNESS WHEREOF the Trustees' have caused their common Seal to be hereinto affixed and the Contractor has hereinto set its hand and seal, the day, month and year first above written.

The Common Seal of the Board
of Trustees for the Port of The Board of Trustees for
Calcutta was hereunto affixed the Port of Calcutta.
in the presence of :-

By Deputy Chairman

The Common Seal of

(the Contractor)
was hereunto affixed by

(Director)
Signed, sealed and delivered
In the presence of :-

1. _____

2. _____
(Contractor)

CALCUTTA PORT TRUST HALDIA DOCK COMPLEX

TRUST



Agreement No. _____

AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2001 BETWEEN the Board of Trustees' for the Port of Calcutta, a body Corporate constituted by the Major Port Trusts Act, 1963 (Act No. 38 of 1963) (hereinafter called the Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their assign, successors, administrator) having their H.O. at 15, Strand Road, Calcutta – 700 001 of the ONE PART and M/s. Regional Computer Centre, a firm having its office at Jadavpur University Campus Calcutta – 700 032. (Hereinafter called 'the Contractor' which expression shall, unless excluded by or repugnant to the context, be deemed to include it assigns, Successors, Administrators) of the OTHER PART.

WHEREAS the Trustees are in need of computers & peripherals for official purpose and WHEREAS the hiring of computers & peripherals should be available from Contractor entering upon contract with such Contractor for hiring of computers & peripherals at Haldia and have accordingly accepted a proposal offered by the said contractor for hiring of computers & peripherals from Feb.'2001 to Jan.' 2003. NOW THIS AGREEMENT WITNESSETH AS follows :

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

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

(a) Configuration of the computers & peripherals.

(b) The rates and conditions of Contract.

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

3. In consideration of the payment to be made by the Trustees' to the Contractor as hereinafter mentioned the Contractor hereby a covenants with the Trustees' to ensure and effect the hiring of computers & peripherals in conformity in all respects with the provisions of contract.

4. The Trustees' hereby covenant to pay to the Contractor in consideration of such hiring of computers & peripherals the contract price at the time and in the manner prescribed by the contract.

5. IN WITNESS WHEREOF the Trustees' have caused their common Seal to be hereinto affixed and the Contractor has hereinto set its hand and seal, the day, month and year first above written.

The Common Seal of the Board
of Trustees for the Port of The Board of Trustees for
Calcutta was hereunto affixed the Port of Calcutta.
in the presence of :-

By Deputy Chairman

The Common Seal of

(the Contractor)
was hereunto affixed by

(Director)
Signed, sealed and delivered
In the presence of :-

1. _____

2. _____
(Contractor)

**CALCUTTA
FORM G.C. 1**

PORT

TRUST



Contractor.:
Address.:
.....
Date of Completion:
.....

Dear Sir/s,
This is to certify that the following works viz.
Name of Work.:

.....

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

.....

C.E.O.: dt.:

.....

Work Order No.:

dt.:

Allocation .:

.....

.....

Contract No.:

.....

.....

which was carried out by you is in the opinion of the undersigned complete in every respect on the day of 19..... in accordance with the terms of the Contract and you are required to maintain the work in accordance with clause 62 of the General Conditions of Contract and under the provisions of the Contract for a period of

.....

days/weeks/ months/years.

From the day of 19

.....

to the day of 19

.....

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

NAME

DESIGNATION
OFFICE SEAL

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

**CALCUTTA
FORM G.C. 2**

PORT

TRUST



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

CERTIFICATE OF FINAL COMPLETION

This is to certify that the following works viz.

Name of Work.:

.....

.....

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

.....

C.E.O.: dt.:

.....

Work Order No.:

dt.:

Contract No.:

.....

Resoln. No. & 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 the obligations under
Contract have been fulfilled by the Contractor.

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

NAME
DESIGNATION

OFFICE SEAL

CALCUTTA PORT TRUST
FORM G.C. 3



('NO CLAIM' CERTIFICATE FROM CONTRACTOR)

The Engineer
Calcutta Port Trust
Calcutta/Haldia

(Attn.:
.....)

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

Dear Sir,
I do hereby declare that I/We have received full and final payment from Calcutta Port
Trust for the execution of the following work, viz.
Name of Work ..:

.....
Work Order No.: dt.:

.....
Contract No.:

.....
Agreement No.: dt.:

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

Yours faithfully,

(Signature of Contractor)

Date.:

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 Calcutta/Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer/Legal Adviser of the Trustees.



To
The Board of Trustees
for the Port of Kolkata

BANK GUARANTEE

NO.....DATE.....

Name of Issuing

Bank.....

.....

Name of

Branch.....

.....

Address.....

.....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate – duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri/Messrs, a Proprietary/ Partnership/Limited/Registered Company, having its Registered Office at hereinafter referred to as “The Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for
.....(write the name of the work as per Work Order) in

terms of the Work Order No. dated(hereinafter referred to as “the said contract”), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.(Rupees), we, Branch, Calcutta/Haldia, do, on the 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, Calcutta/Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,, Branch, Calcutta/Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker’s Cehque drawn in favour of Calcutta Port Trust without any demurrage even if there be any dispute between the contractor and the Trustees, this would be no ground for us,(Name of Bank), Branch, Calcutta/Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,, Branch, Calcutta...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,, Branch, Calcutta...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and

accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto or any extension thereof made by us,,Branch, Calcutta/Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

CALCUTTA/HALDIA.

(OFFICIAL SEAL OF THE BANK)